Canada. Laws, Statutes, etc.

KE
12
C35
12-5
no. 2-122
no. A-Z

~~149~~
143

Senate Bills D and E missing.
See *** set for "as passed" versions only.

8446 2
129

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 2.

An Act respecting the Pollution of Navigable Waters.

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

Deposit of sewage, etc., in navigable waters prohibited.

1. No person shall put or cause or permit to be put, or to flow or to be carried, any sewage, offal or refuse or other matter that is poisonous, noxious, decomposing, or any injurious refuse or waste, into any navigable water or into any other water that flows into any navigable water unless such matter is disposed of or treated in accordance with regulations made under the authority of this Act.

Penalties.

Municipal corporations.

2. Every municipal corporation convicted of an offence against this Act shall, upon summary conviction, be liable to a fine of not less than five hundred dollars and an additional sum of fifty dollars for each day during which the offence continues.

Other corporations.

3. Every corporation, other than a municipal corporation, convicted of an offence against this Act shall, upon summary conviction, be liable to a fine of not less than two hundred dollars and an additional sum of twenty dollars for each day during which the offence continues.

Individuals.

4. Every person, other than a corporation, who is convicted of an offence against this Act shall, upon summary conviction, be liable to a fine of not less than fifty dollars and an additional sum of ten dollars for each day during which the offence continues, or to imprisonment not exceeding two months, or to both fine and imprisonment.

Exemptions.

5. The Governor in Council shall have power to exempt any water or waters from the operation of this Act for such

length of time as may be prescribed, and may from time to time extend, withdraw, or vary such exemption.

Regulations.

6. The Governor in Council may make such regulations and appoint such officers and employees as are necessary to carry out the purposes of this Act. All regulations and orders made under this Act shall be published in *The Canada Gazette*.

2.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 2.

An Act respecting the Pollution of Navigable Waters.

First reading, February 8, 1915.

MR. BRADBURY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 3.

An Act to amend the Railway Act.

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

1. Subsection 1 of section 30 of the *Railway Act*, Revised Statutes, 1906, chapter 37, is amended by inserting the following paragraphs immediately after paragraph (*g*):—

Privileges and concessions to be under control of Board.

"(*ga*) With respect to any privilege or concession given by any company or express company or by any person owning or controlling any such steamboat or vessel as is in the next paragraph mentioned, and where any privilege or concession is given by any such person or by any company or express company to any person or class of business or in any part of Canada, the Board may order that such privilege or concession be discontinued or modified or granted to any other person or class of business, or in any other part of Canada, either in the same or in a modified form.

Steamboats to be subject to regulations of Board of Railway Commissioners.

"(*gb*) With respect to the traffic accommodation, classification of freight, traffic agreements, tolls and tariffs to be furnished, made, entered into and charged in connection with and by steamboats and other vessels engaged on a regular route carrying passengers or freight or both from one port or place in Canada to another port or place, or to a port or place outside of Canada, and with respect to the places along the line of route where such steamboats and vessels shall call for traffic, the time of call and duration of stay."

Tariffs, etc., to be submitted to Board.

2. All tariffs of tolls, traffic agreements, and classifications of freight charged, entered into or adopted in connection with any steamboat or vessel mentioned in paragraph (*gb*) of this Act shall be submitted to the Board.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 3.

An Act to amend the Railway Act.

First reading, February 9, 1915.

MR. ARMSTRONG,
(Lambton).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 4.

An Act respecting The Alberta Central Railway Company.

WHEREAS The Alberta Central Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1901, c. 44; 1903, c. 75; 1907, c. 56; 1909, c. 39; 1911, c. 30; 1913, c. 58; 1914, c. 71.

1. The Alberta Central Railway Company may commence the construction within two years after the passing of this Act, and may complete and put in operation within five years after the passing of this Act, the following lines of railway, which it has been authorized to construct by section 1 of chapter 39 of the statutes of 1909, and section 1 of chapter 30 of the statutes of 1911:— Extension of time for construction.

(*a*) From its westerly terminus near Rocky Mountain House to a point on the Grand Trunk Pacific railway in or near the Yellowhead Pass;

(*b*) Three branch lines of a length of thirty miles each, from its already authorized line of railway into the Big Horn Range between the North Saskatchewan and Brazeau rivers, along or near the Wapiabi Creek, Smith Creek, and Chungo or Trail Creek respectively; and two branch lines, each twenty-five miles in length, northerly and easterly from, at or near the north end of the Big Horn Range of mountains through ranges twenty, twenty-one and twenty-two, townships forty-three, forty-four, forty-five and forty-six, west of the fifth principal meridian; and northeasterly from the north end of the Big Horn Range of mountains along the Brazeau river to, at or near the mouth of the north branch of the Brazeau river, thence northerly to and up the Pembina river; near where its already authorized line crosses the Brazeau river.

Limitation.

2. If any of the said railways are not so commenced or are not completed and put in operation within the said periods respectively, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of that line of railway as then remains uncompleted.

4.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 4.

An Act respecting The Alberta Central Railway Company.

First reading, February 10, 1915.

(PRIVATE BILL.)

MR. CLARK,
(Red Deer).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 5.

An Act respecting The Athabasca and Grande Prairie Railway Company.

WHEREAS The Athabasca and Grande Prairie Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1913, c. 64.

1. The Athabasca and Grande Prairie Railway Company may commence the construction of its railway and expend fifteen per cent of the amount of its capital stock thereon within two years after the passing of this Act, and may complete the said railway and put it in operation within five years after the passing of this Act; and if the said railway is not so commenced and such expenditure is not so made, or if the said railway is not completed and put in operation, within the said periods respectively, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Extension of time for constructon.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 5.

An Act respecting The Athabasca and Grande Prairie Railway Company.

First reading, February 10, 1915.

(PRIVATE BILL.)

MR. GREEN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 6.

An Act respecting The Brantford and Hamilton Electric Railway Company.

WHEREAS The Brantford and Hamilton Electric Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1904, c. 50; 1913, c. 71.

1. The Brantford and Hamilton Electric Railway Company may within two years after the passing of this Act commence the construction of the line of railway authorized by section 1 of chapter 71 of the statutes of 1913, and may complete the said line of railway and put it in operation within five years after the passing of this Act; and if, within the said periods respectively, the said line of railway is not so commenced, or is not so completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Extension of time for construction.

2. Section 2 of chapter 71 of the statutes of 1913 is repealed. 1913, c. 71 amended.

5th Session, 12th Parliament, 5 George V, 1915.

THE HOUSE OF COMMONS
OF CANADA.

BILL 6.

An Act respecting The Brantford and Hamilton Electric Railway Company.

First reading, February 10, 1915.

(PRIVATE BILL.)

MR. BARKER.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 7.

An Act respecting The British Columbia and White River Railway Company.

WHEREAS The British Columbia and White River Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1911, c. 45; 1913, c. 75.

1. The British Columbia and White River Railway Company may, within two years from the passing of this Act, commence the construction of its railway authorized to be constructed by chapter 45 of the statutes of 1911, and shall, within the said two years, expend thereon, (including expenditure already made), an amount equal to fifteen per cent of its capital stock; and may complete the said railway, and put it in operation within five years after the passing of this Act; and if, within the said periods respectively, the said railway is not so commenced and such expenditure is not so made, or the said railway is not completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Extension of time for completion.

2. Chapter 75 of the statutes of 1913, is repealed. Repeal.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 7.

An Act respecting The British Columbia and White River Railway Company.

First reading, February 10, 1915.

(PRIVATE BILL.)

MR. STEVENS.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 8.

An Act respecting The Edmonton, Dunvegan and British Columbia Railway Company.

WHEREAS The Edmonton, Dunvegan and British Columbia Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1907, c. 85; 1908, c. 104; 1910, c. 94.

1. The Edmonton, Dunvegan and British Columbia Railway Company may commence to construct the uncompleted portion of its line of railway within two years after the passing of this Act and may complete the line of its railway and put it in operation within five years after the passing of this Act; and if the said uncompleted portion of said railway is not so commenced or is not completed and put in operation, within the said periods respectively, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Extension of time for construction.

2. Section 1 of chapter 94 of the statutes of 1910 is repealed. 1910, c. 94, amended.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 8.

An Act respecting The Edmonton, Dunvegan and British Columbia Railway Company.

First reading, February 10, 1915.

(PRIVATE BILL.)

MR. GREEN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 9.

An Act respecting The Essex Terminal Railway Company.

WHEREAS The Essex Terminal Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1902, c. 62; 1904, c. 76; 1906, c. 93; 1910, c. 98.

1. Section 6 of chapter 62 of the statutes of 1902, incorporating The Essex Terminal Railway Company, is repealed, and the following is substituted therefor:— 1902, c. 62, new s. 6.

"**6.** The annual meeting of the shareholders shall be held on the third Tuesday in January in each year". Annual meeting.

2. The Essex Terminal Railway Company may complete its railway and put it in operation within five years after the passing of this Act, and if the said railway is not completed and put in operation within the said period, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Extension of time for completion.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 9.

An Act respecting The Essex Terminal Railway Company.

First reading, February 10, 1915.

(PRIVATE BILL.)

MR. WILCOX.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 10.

An Act respecting The Grand Trunk Railway Company of Canada.

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

Short title.

1. This Act may be cited as *The Grand Trunk Act, 1915.*

Interpretation.

2. The expression "the Company" where used in this Act, means The Grand Trunk Railway Company of Canada.

Advances or assistance to companies owned or controlled by Grand Trunk.

3. The directors of the Company may from time to time, as often as they deem expedient and in such manner and upon such terms as may be mutually agreed upon, make advances to or assist any company, now or hereafter incorporated, of which the capital stock issued and outstanding, or a controlling amount thereof, is now or may at the time of any such advances or assistance be held by or in the name of, or for the benefit of the Company, and may acquire, hold, guarantee, pledge, sell or otherwise dispose of shares, bonds, debentures or other securities of any such company and for any such purposes may use the proceeds of any class of stock heretofore or hereafter issued by the Company, and upon the acquisition of any such shares, bonds, debentures or other securities may exercise all the powers of holders thereof and receive any dividends or interest paid thereon.

Commencement of Act.

4. The provisions of section 3 of this Act shall only take effect upon being assented to and accepted by a majority of the votes of the persons present, or represented by proxy, and entitled to vote at a general meeting of the Company

held after notice of the intention to submit the same to such meeting has been duly given.

Filing and publication of certificate.

2. The certificate in writing of the chairman of such meeting that the said provisions have been assented to and accepted shall be filed in the office of the Secretary of State of Canada, and notice of such filing shall be published by the Company in the *Canada Gazette*.

Evidence.

3. A copy of such certificate, certified by the Secretary of State of Canada, shall be taken and accepted in all courts of law as sufficient evidence of such assent and acceptance.

10.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 10.

An Act respecting The Grand Trunk Railway Company of Canada.

First reading, February 10, 1915.

(PRIVATE BILL.)

MR. MACDONALD, (Pictou).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 11.

An Act respecting The Hudson Bay, Peace River and Pacific Railway Company, and to change its name to "Winnipeg and Hudson Bay Railway Company."

WHEREAS The Hudson Bay, Peace River and Pacific Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1911, c. 93; 1913, c. 131.

1. The name of The Hudson Bay, Peace River and Pacific Railway Company, hereinafter called "the Company," is changed to "Winnipeg and Hudson Bay Railway Company," but such change in name shall not in any way impair, alter, or affect the rights or liabilities of the Company, nor in any way affect any suit or proceeding now pending, or judgment existing, either by, or in favour of, or against the Company, which, notwithstanding such change in the name of the Company, may be prosecuted, continued, completed, and enforced as if this Act had not been passed. Name changed. Saving of rights.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 11.

An Act respecting The Hudson Bay, Peace River and Pacific Railway Company, and to change its name to "Winnipeg and Hudson Bay Railway Company."

First reading, February 10, 1915.

(PRIVATE BILL.)

MR. SHARPE,
(Lisgar).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 12.

An Act to amend The Independent Order of Foresters Consolidated Act.

WHEREAS The Independent Order of Foresters has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1913, c. 113.

1. The schedule to *The Independent Order of Foresters Consolidated Act*, chapter 113 of the statutes of 1913, is hereby amended by adding at the end thereof a new paragraph as follows:— Paragraph 10 added to the schedule.

"10. The Society shall be bound to maintain in respect of all its outstanding mortuary benefit certificates or policies reserve on the basis of the Foresters experience and four per cent annual interest."

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 12.

An Act to amend The Independent Order of Foresters Consolidated Act.

First reading, February 10, 1915.

(PRIVATE BILL.)

MR. GLASS.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 13.

An Act respecting The Montreal and Southern Counties Railway Company.

WHEREAS The Montreal and Southern Counties Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1897, c. 56; 1898, c. 78; 1902, c. 78; 1905, c. 129; 1910, c. 131.

1. The Montreal and Southern Counties Railway Company may, within five years after the passing of this Act, complete and put in operation the lines of railway which it has heretofore been authorized to construct, and if the said lines of railway are not so completed and put in operation within the said period, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said lines of railway as then remains uncompleted. Extension of time for completion.

2. Section 1 of chapter 131 of the statutes of 1910 is hereby repealed. 1910, c. 131, amended.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 13.

An Act respecting The Montreal and Southern Counties Railway Company.

First reading, February 10, 1915.

(PRIVATE BILL.)

MR. BICKERDIKE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 14.

An Act to ratify and confirm a certain agreement between The Canadian Northern Railway Company and The Grand Trunk Pacific Railway Company.

WHEREAS The Grand Trunk Pacific Railway Company and The Canadian Northern Railway Company have by their respective petitions prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petitions: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Agreement regarding Edmonton terminals.

1. The agreement made between The Canadian Northern Railway Company and The Grand Trunk Pacific Railway Company dated the twenty-fourth day of April, nineteen hundred and twelve, a copy of which forms the schedule to this Act, is hereby ratified and confirmed and declared to be legal, valid and binding in all respects whatsoever as fully and effectually as if the several clauses thereof were set out at length and enacted in this Act.

Duration of agreement.

2. The said agreement shall continue and be in force for the period of ninety-nine years from the first day of May, nineteen hundred and twelve, and the said companies are hereby authorized and empowered to do, during the said period, whatever may be necessary to give full effect to the provisions thereof.

SCHEDULE.

Agreement entered into as of the twenty-fourth day of April, A.D. 1912, between The Canadian Northern Railway Company, hereinafter called "the Canadian Northern" of the First Part; and The Grand Trunk Pacific Railway Company, hereinafter called "the Grand Trunk Pacific," of the second part.

The Canadian Northern is the owner of the property shown on the annexed plans coloured red and of the tracks and buildings shown thereon including the passenger station and express and baggage room. The Grand Trunk Pacific is the owner of the property coloured green shown on the annexed plan marked "A," and is entitled to the perpetual use for railway purposes of the property coloured green on the annexed plan marked "B." The whole of these properties together with all extensions thereof, additions thereto and betterments therein made or acquired in accordance with the provisions hereof, and all industrial tracks connected therewith, are hereinafter referred to as the "Joint Section."

Wherefore it is agreed as follows:—

1. This contract shall become effective on the first day of May, 1912, and shall continue in force for a period of twenty years from that date, provided, however, that the parties hereto will join in applying to Parliament for the necessary legislation confirming and ratifying the same, and making it effective during the period of ninety-nine years from the said date, and when so ratified and confirmed, this contract will be, and continue, in force for the said term of ninety-nine years from the said first day of May unless sooner terminated under any of the provisions hereof.

2. All the properties coloured as aforesaid, with all extensions thereof and additions thereto and all improvements, facilities or betterments now or hereafter made or acquired, in accordance with the provisions hereof, except the freight sheds of the parties hereto now or hereafter erected thereon, shall during the period aforesaid be combined and used as one property for joint terminal purposes by the parties hereto, and in connection with the several properties owned by the parties hereto as aforesaid each grants to the other the joint use and enjoyment thereof for its passenger and local freight business, and it is hereby declared to be the intention of the parties and the basis of this agreement that, subject to the express terms hereof, the companies shall during the continuance of this agreement have equal rights and privileges for passenger and freight business upon and in respect of the joint terminals except in respect of the freight sheds aforesaid. For the purposes of managing and operating the joint terminals there is hereby constituted a Board of Trustees, hereinafter called "The Terminals Board" consisting of one representative of the Canadian Northern to be appointed by it from time to time, and one representative of the Grand Trunk Pacific to be appointed by it from time to time, and for the purposes of this agreement, and during the currency thereof, the control and

management and operation of the joint terminals are hereby given to and vested in the Terminals Board. That Board shall appoint a competent person as Terminals Superintendent, who shall, subject to the control of the Board, superintend generally the management and operation of the joint terminals. The powers and duties of the Board and of the Terminals Superintendent shall be exercised and performed in such a way as shall be reasonable and just to the companies without preference or discrimination in favour of or against either party.

3. Should the Terminals Board be equally divided on any matter at any time the Companies shall consult together with a view of agreeing with respect to the matter, and in default of such agreement, such matter shall be determined by reference to the Board of Railway Commissioners for Canada, as hereinafter provided.

4. The Grand Trunk Pacific may erect its own freight shed upon the joint terminals at or near the point indicated by the letter "X" on plan "B." During the continuance of this agreement each company shall maintain and operate its own freight sheds upon the joint terminals with reasonable rights to extend the same as the convenience of either company may require.

5. Subject to the obligation of the companies to maintain and operate their own freight sheds as aforesaid, it shall be the duty of the Terminals Board to determine from time to time what improvements, facilities, betterments, extensions, additions, alterations and re-arrangements shall be made upon the joint terminals including the construction of any industrial or spur tracks which the Terminals Board shall decide should be constructed in connection therewith.

6. All moneys expended in the maintenance and operation of the joint terminals, including expenditures in constructing industrial tracks connected with but not upon the properties coloured aforesaid, shall be provided by the parties hereto in equal proportions. All capital expenditures upon the properties coloured as aforesaid shall be provided by the Company upon whose property such money is to be expended. For this purpose, the property coloured green shall be deemed the property of the Grand Trunk Pacific. Provided that nothing in this agreement contained shall be construed as imposing upon the Grand Trunk Pacific any liability which by the agreement, dated March 6th, 1906, between that Company and the City of Edmonton a copy of which is Schedule "B" to Chapter 36 of the Statutes of Alberta for the year 1907, is assumed by the City of Edmonton nor as waiving any rights which under the said agreement the Grand Trunk Pacific may be entitled

to enforce against the City of Edmonton. Accounts shall be kept of all moneys so expended on capital account, and the Company which shall expend the greater amount shall receive from the other company interest at the rate of five per cent per annum on one-half of the difference between the amounts so expended by the two companies, respectively, and an adjustment for the purpose of determining the amount so payable shall be made from time to time as moneys may be expended by either party hereto on capital account.

7. The Books, accounts and other documents of all kinds of the Terminals Board, as well of the Terminals Superintendent, shall at all times be open to the inspection of each of the parties hereto. The Terminals Board shall keep and furnish to the Companies accurate accounts of the operating expenses of the Joint Terminals; operating expenses shall consist of and shall include salaries, wages, supplies, maintenances and repairs generally, including station and other furniture and equipment, taxes, where not exempt, insurance, lighting, heating, water supply, loss, damage and injury properly chargeable thereto, and all other usual incidental expenses of Railway Terminals.

8. The powers and duties of the Terminals Board, and of the Terminals Superintendent, shall, except as otherwise expressly stated herein, be generally similar to the powers of the Terminals Board and of the Terminals Manager as defined by the terminals agreement (hereinafter called "The Agreement") dated the first day of March, 1907, made between the Canadian Northern Railway Company, the Grand Trunk Pacific Railway Company and His Majesty, The King, acting in respect of the Dominion of Canada, a copy of which is printed as a schedule to 6-7 Edward VII, Chapter 52, of the Statutes of Canada.

9. The liability of the parties hereto for any loss or damage happening upon the joint terminals shall be determined in accordance with the provisions in that behalf of the Agreement applicable thereto as fully as if such provisions were set out at length herein. Provided, however, that no claims, demand or cause of action shall accrue to either of the parties to this agreement against the other by reason of any defects in the joint terminals or any part thereof or by reason of the failure or neglect of the Terminals Board to maintain and keep the same in good condition of repair, or in respect of any loss, damage or injury arising from such defects, failure or neglect.

10. Rules and regulations shall from time to time, as required, be made jointly by the Chief Executive Officers

of the Companies for the instruction and Guidance of the Terminals Board and Superintendent.

11. All agents and employees, whether of the Terminals Board or of the Companies, whose salaries or wages are included in the expenses connected with the maintenance, repair and operation of the joint terminals shall be deemed to be common agents or employees of the companies.

12. Joint ticket clerks may be appointed by agreement of the Companies, or any company may appoint its own ticket clerks as it may elect, and proper accommodation and arrangements shall be made in the station for that purpose.

13. Each of the parties hereto covenants to carry out and give effect to this agreement in the most liberal and reasonable manner and operate the business so as to afford facilities to each other to the fullest extent compatible with safety and the convenient operation of the business of each.

14. The properties of the respective parties hereto comprising the joint terminals have recently been valued, such valuation showing the lands of the Canadian Northern to be $743,084.76 in excess of the value of those of the Grand Trunk Pacific. The Grand Trunk Pacific covenants to pay to the Canadian Northern interest at five per cent per annum, semi-annually, on $371,542.38, being one-half the excess value as aforesaid, such interest to be payable on the first day of January and the first day of July in each year, interest for the broken period between the first of May and the first of July, 1912, being payable on the first day of July of that year.

15. The compensation to be allowed by either party hereto to the other for the user of any property covered hereby up to the first day of May next, shall be adjusted between the parties hereto, and failing to agree shall be settled by reference as provided in paragraph 16 hereof.

16. Should any difficulty arise between the parties hereto, or between the members of the Terminals Board, under any clause of this agreement, or respecting the carrying out of the same according to its true intent and meaning, such differences shall from time to time, as the same may arise, be referred to the Board of Railway Commissioners for Canada whose decision in the matter shall be final and binding upon the parties hereto. In the event of the said Board refusing to decide any such question the parties hereto will join in requesting the Board to appoint some disinterested person to whom the questions in dispute shall be referred and whose decision in the matter shall be final and binding upon the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals.

Signed, Sealed and Delivered in the presence of	THE CANADIAN NORTHERN RAILWAY COMPANY.
	By (Sgd.) Wm. MacKenzie, *President.*
(Sgd.) E. Hamilton Toovey.	THE GRAND TRUNK PACIFIC RAILWAY COMPANY.
	By (Sgd.) E. J. Chamberlain, *President.*
	(Sgd.) Henry Phillips, *Secretary.*

14.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 14.

An Act to ratify and confirm a certain agreement between The Canadian Northern Railway Company and The Grand Trunk Pacific Railway Company.

First reading, February 10, 1915.

(PRIVATE BILL.)

MR. OLIVER.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 15.

An Act respecting certain patents of Duncan Donald McBean.

Preamble.

WHEREAS Duncan Donald McBean of the city of New York, in the state of New York, one of the United States, has by his petition represented that he is the holder of patents numbered respectively, eighty-six thousand seven hundred and eighty-seven, eighty-six thousand seven hundred and eighty-eight, and eighty-six thousand seven hundred and eighty-nine, issued under the seal of the Patent Office of Canada and dated the twenty-sixth day of April, nineteen hundred and four, for improvements in subaqueous tunnels, subaqueous tunnel construction, and subaqueous working chambers; that the said patents have expired by reason of the non-payment of the fees required by the *Patent Act;* and whereas the said Duncan Donald McBean has by his petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

R.S., c. 69.

Power to receive fees and extend term.

1. Notwithstanding anything in the *Patent Act*, or in the patents mentioned in the preamble, the Commissioner of Patents may, within three months after the passing of this Act, receive from the said Duncan Donald McBean an application for certificates of payment of further fees and the usual fees for the second and third terms of the said patents, and may grant and issue to the said Duncan Donald McBean the certificates of payment for further fees provided for by the *Patent Act*, and an extension of the terms of duration of the said patents in as full and ample a manner as if the application therefor had been duly made and the fees paid within six months from the date of the issue of the said patents.

R.S., c. 69.

Certain rights saved.

2. If any person has, in the period between the expiry of the six years from the date of the said patents and the second day of January, nineteen hundred and fifteen, commenced to use in Canada the improvements covered by the said patents, or any of them, such person may continue to use the said improvements, or any of them, in as full and ample a manner as if this Act had not been passed.

15.

5th Session, 12th Parliament, 5 George V., 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 15.

An Act respecting certain patents of Duncan Donald McBean.

First reading, February 10, 1915.

(PRIVATE BILL)

MR. FRIPP.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 16.

An Act respecting The Title and Trust Company, and to change its name to "Chartered Trust and Executor Company."

WHEREAS The Title and Trust Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1905, c. 162.

1. The name of the Title and Trust Company, hereinafter called "the Company," is changed to "Chartered Trust and Executor Company", but such change in name shall not in any way impair, alter or affect the rights or liabilities of the Company, nor in any wise affect any suit or proceeding now pending, or judgment existing, either by, or in favour of, or against the Company, which notwithstanding such change in the name of the Company, may be prosecuted, continued, completed and enforced as if this Act had not been passed. Name changed. Rights saved.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 16.

An Act respecting The Title and Trust Company and to change its name to "Chartered Trust and Executor Company."

First reading, February 10, 1915.

(PRIVATE BILL.)

MR. NESBIET.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session. 12th Parliament. 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 17.

An Act respecting The Canadian Pacific Railway Company.

WHEREAS The Canadian Pacific Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1910, c. 81; 1913, c. 96.

1. The Canadian Pacific Railway Company, hereinafter called "the Company," may within two years after the passing of this Act commence the construction of the railway authorized by paragraph (*b*) of section 2 of chapter 96 of the statutes of 1913, and may within five years after the passing of this Act complete the said railway, and if within the said periods respectively the said railway is not so commenced, or is not so completed and put in operation, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Extension of time for construction.

2. The Company may within five years after the passing of this Act complete and put in operation the railway which it was authorized to construct by paragraph (*b*) of section 3 of chapter 81 of the statutes of 1910, and if the said railway is not so completed and put in operation within the said period the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Extension of time for completion.

3. The agreement between the Company and The Canadian Northern Ontario Railway Company, dated the day of a copy of which forms schedule A to this Act, is hereby ratified and confirmed, and Agreement regarding terminals in North Toronto.

declared to be valid and binding on the parties thereto in all respects whatsoever as fully and completely as if the said agreement, and each and every clause thereof, were set out at length and enacted in this Act, and the parties to the said agreement, and each of them, is hereby authorized and empowered to do whatever may be necessary to give full effect to the provisions of the said agreement.

Steam and other vessels.

4. The Company may sell, lease or charter any steam or other vessels of the Company to The Canadian Pacific Ocean Services Limited, an incorporated company, or to any other incorporated company duly empowered to acquire, hold, own, maintain or operate steam or other vessels upon such terms and for such considerations as may be determined by the boards of directors of the companies respectively.

Securities of other companies.

5. The Company may subscribe for, purchase, take, acquire, hold, guarantee, pledge and dispose of shares, bonds and other securities of The Canadian Pacific Ocean Services Limited, and of any other company to which the steam or other vessels of the company may be sold, leased or chartered.

SCHEDULE A.

This Agreement made this day of A.D., 1915, between The Canadian Pacific Railway Company, hereinafter referred to as "the Pacific Company", of the first part, and The Canadian Northern Ontario Railway Company, hereinafter referred to as "the Northern Company", of the second part.

Whereas the Northern Company is about to establish its own freight yard and freight facilities to the north and in the vicinity of the North Toronto Branch of the Pacific Company in the City of Toronto, and its Divisional Yard at Leaside Junction in the County of York, all in the Province of Ontario, and desires to obtain access to said yards and facilities over certain portions of the said North Toronto Branch and to have the benefit and enjoyment of the passenger station and facilities which the Pacific Company is contemplating constructing on the said North Toronto Branch east of Yonge Street in the said City;

And Whereas the Northern Company has acquired the right of way for its line of railway parallel to and immediately to the north of the existing right of way of the Pacific Company and extending from the point "X" to the point "Y" as shown on the plan hereto annexed marked "A";

And Whereas the Board of Railway Commissioners for Canada (hereinafter referred to as "the Board") has approved plans providing for the elevation of the tracks including the tracks to be used jointly by the parties hereto, extending from a point at or near Summerhill Avenue to a point at or near Dovercourt Road all in the said City and showing the approximate location of the passenger station to be used jointly by the said parties;

And Whereas the plans hereto annexed marked "A" and "B" respectively agree in all respects with the plans approved by the Board as referred to in the next preceding recital;

And Whereas the plan hereto annexed marked "C" correctly shows the existing line of railway of the Pacific Company from the easterly end of the tracks shown on said plan "B" to a point at or near the easterly end of the West Don Bridge;

And Whereas the parties hereto have agreed upon the construction and maintenance and operation of that portion of the said elevated tracks indicated on the said plan "A" in the manner and upon the terms hereinafter set forth and the Pacific Company has consented to grant to the Northern Company the right to have the use, benefit and enjoyment jointly and equally with the Pacific Company of the tracks, passenger station and facilities of the Pacific Company indicated in yellow on the said plan "B" and of the tracks indicated in yellow and the right of way indicated in purple on the said plan "C" all upon and subject to the terms, conditions and provisions hereinafter contained;

Now Therefore This Agreement Witnesseth that in consideration of the premises and of the mutual covenants hereinafter contained the parties hereto do hereby mutually covenant and agree as follows:—

1. (*a*) "Common Tracks" wherever mentioned herein, shall be deemed to refer to and include the two tracks indicated in brown upon the said plan "A".

(*b*) "Joint Tracks" wherever mentioned herein, shall be deemed to refer to and include the tracks shown in yellow on the said plan "B" and in yellow on the said plan "C" and all additional railway tracks which may from time to time be constructed by the Pacific Company for the joint use of the parties hereto under the terms of this Agreement.

(*c*) "Joint Premises" wherever mentioned herein shall be deemed to refer to and include the Joint Tracks and the roadbed thereof, the land now owned by the Pacific Company shown coloured violet on the said plans "B" and "C", the said proposed passenger station and passen-

ger facilities of the Pacific Company at North Toronto, situate upon the said lands shown coloured violet on the said plans "B" and "C" and every portion thereof, and all additional lands, railway facilities and appurtenances which may, pursuant to Paragraphs nineteen and twenty hereof, or by mutual agreement between the parties hereto be acquired, set apart, provided or constructed for the use or benefit of the parties hereto upon or under the terms of this Agreement.

(*d*) "Working Expenses" wherever mentioned herein shall be deemed to refer to all expenses whatsoever of or incidental to the maintenance and operation of a railway, including all expenditure for salaries, wages, supplies, taxes, insurance, lighting, heating, water supply, rental of equipment and maintenance and renewal of tracks, switches, signals, buildings, furniture and equipment.

2. The plans hereinbefore referred to marked "A", "B" and "C" which are annexed to this Agreement and signed on behalf of the parties hereto for identification are hereby made part of this Agreement.

3. The Pacific Company shall construct the tracks in accordance with the said plan "A" and the subways in accordance with detail plans approved by the Board, and shall perform all work incidental thereto, the Common Tracks to be at thirteen foot centres and equal portions of the lands of the Northern Company and the Pacific Company to be occupied by such tracks, and the Pacific Company shall in the first instance assume and be responsible for all claims for compensation for lands taken or injuriously affected in connection with the said work, save and except the lands to the north of the Northern Company's right of way referred to in Paragraph Ten hereof.

4. The Pacific Company shall also construct the service tracks to the north and south of the Common Tracks as indicated in green and red respectively on the said plan "A" for the use of the Northern Company and the Pacific Company respectively.

5. The service track shown in green on the said plan "A" and all industrial tracks and sidings hereafter constructed to the north thereof and connecting therewith shall be for the exclusive use of and shall be maintained and operated by the Northern Company.

6. Any existing industrial tracks and sidings to the north of the line of the Pacific Company and connecting therewith as shown on plan "A" shall be connected with the service track shown in green on the said plan "A": Provided, however, that the Northern Company shall perform promptly and satisfactorily all switching service for the Pacific

Company to and from such tracks and sidings at a nominal rate of one dollar per car.

7. In respect of any industrial tracks and sidings which may hereafter be constructed by the Northern Company connecting with the service track shown in green on the said plan "A" the Northern Company shall perform promptly and satisfactorily all switching service for the Pacific Company to and from such tracks and sidings at the current interswitching tariff rates.

8. The service track shown in red upon the said plan "A" and all industrial tracks and sidings now or hereafter constructed to the south thereof and connecting therewith shall be for the exclusive use of and shall be maintained and operated by the Pacific Company which shall perform promptly and satisfactorily all switching service for the Northern Company to and from such tracks and sidings at the current interswitching tariff rates.

9. The Northern Company shall pay to the Pacific Company one-half the cost of carrying out the work referred to in Paragraphs Three and Four hereof and all work incidental thereto including compensation for all lands taken or injuriously affected in connection therewith (save and except the lands to the north of the Northern Company's right of way referred to in Paragraph Ten hereof), and in such cost shall be included the sum of
Dollars, being the agreed value of the existing single track of the Pacific Company to be used in common, such payments to be made from time to time within thirty days after the receipt of properly certified accounts showing the amounts owing and to include interest at the rate of five per centum per annum from the dates of expenditure to the respective dates of payment by the Northern Company, it being understood that all amounts heretofore expended by the Pacific Company in connection with the said work shall bear interest at the said rate from the dates of expenditure until the date of payment by the Northern Company and one-half of the aggregate of such amounts and interest shall be included in the first account to be rendered by the Pacific Company to the Northern Company hereunder.

10. The Northern Company shall in the first instance assume and be responsible for all claims for compensation for lands to the north of its right of way taken or injuriously affected in connection with the carrying out of the work referred to in Paragraphs Three and Four hereof, and shall render to the Pacific Company from time to time properly certified accounts showing the amounts expended for such purposes together with interest thereon at the rate of five

per centum per annum from the dates of expenditure to the respective dates of payment by the Pacific Company, and the Pacific Company shall within thirty days after receipt of any such account pay to the Northern Company one-half the amount therein stated to have been expended, together with one-half the interest thereon, it being understood that all amounts heretofore expended by the Northern Company for the purposes mentioned in this Paragraph shall bear interest at the said rate and shall be included in the first account to be so rendered.

11. Each of the parties hereto shall own all the tracks situate on the lands owned by it, but each shall have equal rights in all respects in and to the use, enjoyment and operation of the Common Tracks upon and subject to the terms, conditions and provisions herein contained: Provided, however, that the Pacific Company shall retain all its rights of ownership or otherwise in respect of all the existing industrial tracks and sidings to the North of its line and shown on plan "A" which under the terms hereof are to be connected with the service track shown in green on the said plan "A," and which tracks are to be operated by the Northern Company as provided by Paragraph Six hereof.

12. The Pacific Company shall construct and complete the elevated tracks and passenger station building and facilities as indicated in yellow upon the said plan "B" and in accordance with the detail plans of the Yonge Street and Avenue Road subways approved by the Board, and shall rearrange its team tracks and industrial sidings as indicated in red on the said plan "B".

13. The Pacific Company shall at the expense of the Northern Company construct and maintain during the continuance of this Agreement connections between the tracks of the Northern Company and the Common Tracks at the point marked "X" on the said plan "A" and the Joint Tracks at the point marked "Z" on the said plan "C" and at such points as shall be necessary to reach the proposed freight and divisional yards of the Northern Company referred to in the first recital hereof, and the Pacific Company shall also at the expense of the Northern Company provide and construct the necessary interlocking and other protective appliances at the said points of junction marked "X" on the said plan "A" and "Z" on the said plan "C" (including interlocking connections with all the Common or Joint Tracks as the case may be, and the necessary interlocking and other appliances on the lines of the Pacific Company within the respective interlocking zones), and the Pacific Company shall also at the expense of the Northern Company provide and construct such other appliances for the protection of or in connection with any of the junctions

mentioned in this Paragraph as may be required or ordered by the Board. The Pacific Company shall at the expense of the Northern Company maintain and operate the said appliances.

14. Should the Pacific Company construct a third track on its property south of the southerly Common Track shown on plan "A" the Northern Company shall have the right to use the same jointly with the Pacific Company providing the Northern Company shall elect to exercise such rights within five years after such third track has been constructed, and if the Northern Company elect to exercise such rights it shall pay to the Pacific Company within thirty days thereafter one-half the value of the land on which such third track is constructed and one-half the cost of constructing the said track, including interest thereon from the date the expenditures in connection therewith have been made by the Pacific Company.

15. The Pacific Company shall upon and subject to the terms and conditions herein contained and to the observance and performance thereof by the Northern Company permit the Northern Company during the continuance of this Agreement to operate its trains over the Joint Tracks and to have the full and equal use, benefit and enjoyment of the Joint Premises in conjunction with the Pacific Company, and any other Company or Companies to which the Pacific Company may grant similar privileges: Provided, however, that in respect of its freight traffic the rights and privileges of the Northern Company under this Agreement shall be confined to the through main line tracks and passing tracks so as to enable the freight trains of the Northern Company to pass over such tracks to and from its local freight and divisional yards hereinbefore referred to; and Provided further, that upon the admission of any other Railway Company to the use of the Joint Premises in conjunction with the Pacific Company and the Northern Company there shall for the purpose of meeting the altered conditions be an equitable readjustment of the terms and conditions of this Agreement, including the readjustment of the payments to be made by the Northern Company for the use and enjoyment of the Joint Premises as therein provided, due regard being had to the extent of the use and benefit of the Joint Premises by the several Companies using the same. In the event of the parties hereto being unable to agree upon a proper readjustment of any or all of such terms and provisions the same shall be referred to the Board of Railway Commissioners for Canada for settlement, and the settlement and determination of the said Board in respect thereof shall be final and binding upon the parties hereto, and the

terms and provisions so settled and determined shall thereby constitute the Agreement of the parties in respect of the matters covered thereby as fully as if the same were set out herein and formed a part of this Agreement, but except in so far as the terms and provisions of this Agreement may be so varied by Agreement or by the settlement and determination of the Board, this Agreement shall be in no way varied or altered. It is further understood that upon any readjustment (if any) of rentals under the provisions of this Paragraph the rental payable by the Northern Company based upon the value of the lands comprised in the Joint Premises, exclusive of the improvements thereon, is not to be increased by reason of any increased value in such lands after the date of this Agreement, nor is the Northern Company upon any such readjustment to have the benefit of any increase to the value of such lands, it being the intention that upon any such readjustment the Pacific Company alone is to obtain the benefit of any increase which may take place in the value of such land, and of any rental payable by any admitted Company in respect of any such increased value.

16. The present value, for the purposes of this Agreement, of the Pacific Company's property, shown coloured violet on the said plans "B" and "C" including the tracks, railway facilities and appurtenances (including buildings) situate thereon prior to the commencement of the work of track elevation shall be deemed to be Dollars, which shall form the Capital Account and shall bear interest from the day of One thousand nine hundred and , at the rate of four and one-half per centum per annum.

17. The total amount expended or to be expended by the Pacific Company upon and in connection with the carrying out of the work referred to in Paragraph Twelve hereof, including interest thereon at the rate of four and one-half per centum per annum from the date of expenditure shall from time to time be added to the Capital Account referred to in Paragraph Thirty-seven hereof and shall bear interest at the rate therein mentioned.

18. The amount realized from the disposal of the old material of any portion of the Joint Premises shall be credited to the said Capital Account, thereby reducing the amount to that extent on which interest is to be payable as in this Agreement provided, and the balance only shall carry interest as herein provided.

19. The Pacific Company shall from time to time during the continuance of this Agreement acquire and set apart for the use and benefit of the parties hereto upon and under

the terms of this Agreement such additional lands at Toronto as in the opinion of the parties hereto may be required for the accommodation of the traffic and business of the parties hereto intended to be carried on and done hereunder on the Joint Premises; and the cost or determined value of such additional lands, including all expenses of or incidental to the acquisition and setting apart thereof, shall, from the date of such acquisition and setting apart, be added to the Capital Account and shall bear interest at four and one-half per centum per annum, payable at the times and in the manner provided in Paragraph Thirty-seven hereof.

20. The Pacific Company shall from time to time during the continuance of this Agreement provide or construct upon any land which shall at such time or times be comprised in the Joint Premises such additional railway facilities and appurtenances (including new passenger station buildings), as in the opinion of the parties hereto may be required for the operation and handling of the passenger traffic and business of the parties hereto and shall rearrange, rebuild, alter or make permanent improvements, additions or extensions to or substitutions for any railway facilities or appurtenances (including buildings) now or at any time hereafter comprised in the Joint Premises as in the opinion of the parties hereto may be required, and shall provide, make and construct such works and things in connection with the Joint Premises or any portion thereof as have been or may from time to time be ordered or required by the Board, or any other properly constituted authority; and the cost of any and all such additional railway facilities and appurtenances, permanent improvements, buildings and rebuildings, alterations, extensions, additions, substitutions, works and things shall be added to Capital Account and shall bear interest at the rate of four and one-half per centum per annum, payable at the times and in the manner provided in Paragraph Thirty-seven hereof; it being understood that interest on every amount expended under the provisions hereof shall begin to accrue upon the date when such respective amount is expended.

21. Each party hereto shall, save as otherwise provided in Paragraph Twenty-two hereof, have equal rights in all respects to the use and enjoyment of the Joint Premises for the handling of express, telephone, railway and commercial telegraph and passenger traffic, and for the transaction of business ordinarily connected with a passenger railway terminal and the Northern Company shall operate its own trains upon and over the Joint Tracks with its

own engines and train crews under the control of the Agent referred to in Paragraph Twenty-four hereof.

22. The trains of the Northern Company shall in every respect be treated by the Officers, Agents and employees of the Pacific Company or those in charge or control of or engaged upon the Joint Premises and Common and Joint Tracks as trains of a similar class of the Pacific Company, and shall have equal preference over trains of an inferior class belonging to either of the parties, and the Northern Company shall have the right to run all classes of trains over the Common and Joint Tracks, subject only to the regulations prescribed or provided for herein; and in case of doubt between the trains of the parties hereto of the same class under the established rules, the trains of the Pacific Company shall be held to have the preference. The main tracks shall, as far as practicable, be kept unobstructed for the use of either party.

23. The enginemen, trainmen and other employees of the Northern Company when on or in charge of its trains, and engines on the Joint Premises and Common and Joint Tracks shall be subject to and be governed by the rules, regulations and orders of the Pacific Company in force for the time being, and the movement and handling of the said trains and engines on the Joint Premises and Common and Joint Tracks shall be subject to the said rules, regulations and orders and to any direction of the Pacific Company or of its Officials which it or they may deem necessary or expedient for the reasonable and proper use and operation of the Joint Premises and Common and Joint Tracks. In the event any dispute arises as to the reasonableness of any such rules, regulations or orders the same shall be determined by the Board.

24. The Pacific Company shall with the approval of the Northern Company from time to time appoint an Agent who shall have entire control of the station staff and the handling of trains, and the transaction of all necessary and usual current business of the Joint passenger station, and of the maintenance and operation of the Joint Premises and Common Tracks in the interest of both parties, and shall be deemed to be a joint employee of both parties, and the Pacific Company shall on demand for reasonable cause stated by the Northern Company remove from employment in and about the Joint Premises any such agent: Provided, however, that if at any time after the expiration of ten years from the date of this Agreement the Northern Company or the Pacific Company shall request that a joint board be appointed to supervise the operation and maintenance of

the Joint Premises and Common Tracks, such joint Board shall be appointed and shall consist of one representative of the Northern Company and one of the Pacific Company.

25. The Pacific Company is exclusively, except in respect of duties usually performed by trainmen, including train baggagemen, to perform all services in connection with the handling of passenger traffic at the joint passenger station for both parties, such handling to include the selling of tickets and the checking and handling of baggage. The express business of the Northern Company shall be handled by the employees of the Northern Company or of the Canadian Northern Express Company and suitable space shall be provided therefor in or near the said station, the location and character of such space to be determined by the Pacific Company, but to be equal in location and importance and relative in area to the space to be provided for the like purpose for the Pacific Company or the Dominion Express Company, due regard being had to the volume of express business being done by each party hereto respectively at said station: Provided that should the Northern Company at any time or times so elect it shall be entitled to separate ticket offices, to be operated by itself and suitable accommodation shall thereupon be provided, but in that event each party shall pay the salary of its ticket sellers.

26. The maintenance, repair and operation of the Joint Premises shall, except as herein otherwise provided, be done by the Pacific Company, and all work incidential thereto shall be done under the sole direction and supervision of the Agent appointed under the provisions of Pargraph Twenty-four hereof.

27. The employees of the Pacific Company while engaged in doing any act or transacting any business in respect of the trains or traffic of or otherwise in any manner on account of the Northern Company shall for the time being be considered as employees of the Northern Company.

28. The trains and engines of the Northern Company and of any Company owned or controlled (through stock ownership or otherwise) by it or operated as part of the Canadian Northern Railway System shall be considered the trains, engines and cars of the Northern Company, and the Northern Company shall have the right to operate the same in its own name over the Joint and Common Tracks and into and out of the Joint Premises under the terms of this Agreement. The trains and engines of the Pacific Company and of any Company owned or controlled (through stock ownership or otherwise) by it or operated by it as part of the Canadian Pacific Railway System shall be considered the trains, engines and cars of the Pacific Company, and the

Pacific Company shall have the right to operate the same in its own name, over the Joint and Common Tracks and into and out of the Joint Premises under the terms of this Agreement: Provided, however, that the Northern Company shall not assign or transfer any rights or interest in this Agreement; or give or assume to give to any other Company or person any rights or interest in, upon or in respect of the Joint or Common Tracks or the Joint Premises, or any part thereof, nor shall the Northern Company, except to the extent in this Paragraph provided, undertake to operate the traffic of any other Company over the said Joint or Common Tracks or into or out of the Joint Premises under cover of this Agreement, and any assignment or transfer or any Instrument contrary to this Paragraph shall be void and of no effect.

29. Each of the parties hereto shall as between the parties hereto be responsible for all loss, damage or injury which may occur to person or property on its trains, for all such loss, damage or injury which may be done by its trains (including damage by fire originating from its trains) whether or not the condition or arrangement of the Joint Premises or Common Tracks or Lands owned by the Pacific Company or Northern Company contributes in any manner or to any extent to such loss, damage or injury, and for all damage to its trains while on the Joint Premises or Common Tracks except in the case of collision between one of its trains and a train of the other party due to the fault of the enginemen or trainmen of one of them, in which case the party whose enginemen or trainmen are at fault shall be responsible for and make good to the other all loss, damage and injury caused by the collision, but this Paragraph shall not give to any third party any claim to which he or she would not otherwise be legally entitled.

30. When any loss, damage or injury of whatsoever nature other than such as is referred to it in the next preceding Paragraph hereof is occasioned to any person who may be as a passenger or otherwise lawfully upon the Joint Premises or Common Tracks by reason either directly or indirectly of the fact that the Joint Premises or Common Tracks or any part thereof are or is being used by either of the parties hereto for the purpose of handling its traffic all responsibility for such loss, damage or injury shall as between the parties hereto be assumed and borne by such respective party, but this Paragraph shall not give to any third party any claim to which he or she would not otherwise be legally entitled.

31. In any case where loss, damage or injury has resulted to any person or property and such loss, damage or injury

does not fall within the provisions of Paragraphs Twenty-nine or Thirty hereof, then and in all and each of such cases the damages and costs or either and all loss thereby caused shall be charged to the account of the Working Expenses, in addition to the matters included in the definition of the Working Expenses in this Agreement.

32. In case of collision, if the proper officers of the parties hereto are unable to agree as to the employees of which were at fault or as to the cause of any collision or as to the amount of the damage done, then and in all and each of such cases, the question arising in respect thereof shall be referred to arbitration in the manner hereinafter provided for the settlement of differences and disputes, and the party hereto which shall be found responsible shall indemnify, save harmless and defend the other from and against all claims, costs and proceedings resulting from or growing out of such fault, and the party so adjudged liable to pay the other any damages in respect thereof shall abide by and forthwith perform and comply with the award of the arbitrators which shall in all cases be final and conclusive upon both parties.

33. The books, accounts and other documents of all kinds of the Agent shall at all times be open to the inspection of each of the parties hereto.

34. The Agent shall be guided by economical considerations in detailed working arrangements and shall conduct the same impartially and efficiently as if one Company's interests alone were concerned.

35. All net rentals or other sums by way of compensation which may be collected for refreshment room, book stalls, shops, advertising or any other purpose, including the use of any portion of the said passenger station property by any party other than the parties hereto, shall from time to time be applied towards payment of the interest on the Capital Account.

36. Any lease to any outside party of any rights in any part of the Joint Premises shall be by and in the name of the Pacific Company, as lessor, for the benefit of both parties to these presents, and the net rentals or other compensation arising therefrom shall be applied towards payment of the interest on the Capital Account, and the responsibility for collecting the rents shall be with the said Agent, and the loss or gain in collecting and getting in the said rents shall be debited or credited accordingly.

37. The Northern Company shall pay to the Pacific Company a sum equal to one-half the interest at the rate of four and one-half per centum per annum, calculated as hereinbefore provided, upon the present value of the

Pacific Company's property as set out in Paragraph Sixteen hereof and upon all moneys expended by the Pacific Company on Capital Account under the provisions of this Agreement, such payments to be made on the first day of each and every month during the continuance of this Agreement, the first payment of interest, which shall include interest on the present value of the Pacific Company's property as aforesaid from the day of , 19 , to date of payment, shall be made on the first day of January, 1915.

38. All Working Expenses, whether in respect of the Joint Premises or Common Tracks, shall be divided and paid by the parties hereto in equal proportions. The Pacific Company shall keep and furnish to the Northern Company as soon as possible after the end of each month, accurate accounts of such Working Expenses for such month and the books, accounts and other documents relating thereto shall be open to the inspection of the Northern Company. The Northern Company shall pay to the Pacific Company within fifteen days after the receipt of each such account the amount owing by the Northern Company as indicated thereby.

39. Equal facilities shall be afforded at the said passenger station to each party hereto for advertising its own business and that of its connections.

40. There shall be no touting or canvassing for passengers or freight on the Joint Premises on behalf of either party.

41. The Northern Company shall, at its own expense provide and supply the passenger tickets, baggage checks and other forms and stationery required for its own business and shall at its own expense do its own advertising.

42. Neither party shall be required or be liable to insure any property of the other party nor shall the Working Expenses aforesaid include any outlay on account of insurance of the cars, rolling stock, engines or other property of any kind of either party or which may be in its charge.

43. If and as often as any of the buildings or other property forming part of the Joint Premises be destroyed in whole or in part by fire or other casualty, the same shall be rebuilt or replaced without delay, either according to its former design or such other design, if any, as the parties hereto may agree upon, and the cost of so doing less the amount of insurance, if any, which may be received in respect of the destruction or damage thereof, shall be added to the Capital Account and the Pacific Company shall find the necessary funds and they shall form part of the Capital Account and bear interest as in the case of providing or constructing additional railway facilities and appurtenances

as provided for in Paragraph Twenty hereof: Provided, and it is understood and agreed that while it is the intention of the Pacific Company to insure and keep insured in the usual way during the continuance of this Agreement against loss by fire all the buildings and other property forming part of the Joint Premises for such amounts from time to time as will in the opinion of its Insurance Commissioner reasonably protect the same against loss, no liability of any kind shall rest upon the Pacific Company if such intention to insure and keep insured is not carried out whether by reason of negligence or omission on the part of the Pacific Company, its Insurance Commissioner or otherwise, or by reason of breach of conditions of any policy or contract of insurance which would void the same or give to the Insurance Company a defence to any action upon the policy or contract.

44. The Northern Company for itself and its successors doth hereby covenant with the Pacific Company, its successors and assigns, that the Northern Company and its successors will from time to time and at all times hereafter perform, observe and fulfil the terms and conditions hereinbefore contained and on its and their part intended to be performed, observed and fulfilled and will duly pay all moneys on its or their part intended to be paid as and when they ought to be paid according to the terms and condition in this Agreement contained.

45. The Pacific Company, for itself and its successors, doth hereby covenant with the Northern Company and its successors, that the Pacific Company and its successors will from time to time and at all times hereafter perform, observe and fulfil the terms and conditions hereinbefore contained and on its and their part intended to be performed, observed and fulfilled and will duly pay all moneys as and when they ought to be paid according to the terms and conditions herein contained and further that the Northern Company and its successors paying its share of interest and all other moneys payable by it as hereinbefore in this Agreement mentioned and performing, observing and fulfilling the covenants and terms and conditions herein contained and on its and their part intended to be performed, observed and fulfilled shall from time to time and at all times hereafter have the right and easement subject to the terms hereof jointly with the Pacific Company to use and occupy and have the full benefit of the Joint Premises and all properties intended to be covered by that expression according to the terms of this Agreement and of all the rents, issues and profits thereof in the respective proportions and on the terms and conditions hereinbefore in this Agreement set forth without interrup-

tion or interference by the Pacific Company or any other party or parties whomsoever claiming under it: Provided, however, and it is hereby agreed, that in the event of the Northern Company failing to pay the interest or any other amount payable by it as aforesaid for the period of six months after demand made or failing for the like period to comply with the covenants and agreements on its part in this Agreement contained, the Pacific Company shall have power by notice under its Corporate Seal to terminate this Agreement, and in that event the Northern Company shall and will forfeit to the Pacific Company all its rights under this Agreement and shall be excluded from the use of the Joint Premises while such default continues: Provided further, that in any case in which any difference shall be submitted to arbitration under the provisions hereof in in respect of the particular default by reason of which it is sought to exercise such right of termination or exclusion, then the interval between the service of notice of intention to refer and the making of the arbitrators' award shall not in respect of such particular default be deemed to be included in the period of six months above referred to: Provided further, that nothing herein contained shall relieve the Northern Company of its obligation hereunder to pay its share of interest and the other moneys payable by it hereunder at the times and in the manner hereinbefore provided for, and if such difference in any particular case be as to the amount payable by the Northern Company the Northern Company shall nevertheless pay to the Pacific Company the amount alleged by the Pacific Company to be owing, but shall be entitled to recover back any excess which the arbitrators may find to have been paid by it.

46. Each of the parties hereto agrees to carry out and give effect to this Agreement in the most liberal and reasonable manner and operate its business so as to afford facilities to the other to the fullest extent compatible with safety and the convenient operation of the business of both.

47. Any difference which may arise under this Agreement either as to its construction or respecting the carrying out of the same according to the true intent and meaning thereof shall, if it cannot be amicably adjusted by the parties hereto, be submitted to arbitration in the following manner: the party desiring such reference shall appoint an arbitrator and give notice thereof and of intention to refer to the other party who shall within thirty days after receipt of such notice appoint on its behalf an arbitrator in default of which an arbitrator on behalf of such other party may be appointed by one of the Judges of the Supreme Court of Ontario, upon the application of the party desiring such reference

after ten days notice to the other party. The two arbitrators so appointed or selected shall select a third and the award of the said three arbitrators or a majority of them made after due notice to both parties of the time and place of hearing the matter referred and hearing the party or parties who may attend, shall be final and binding on both parties to this Agreement, and the parties hereto expressly agree to abide thereby. In case the two arbitrators first appointed fail to appoint a third within ten days after they have both been appointed, then the third arbitrator may be appointed by one of the Judges of the Supreme Court of Ontario on application of either party after ten days' notice to the other. In case of the death or refusal or inability to act of any arbitrator or if for any cause the office of any arbitrator becomes vacant his successor shall be appointed in the same manner as is provided for his appointment in the first instance, unless the parties otherwise agree. Each party shall pay half the costs of and incidental to any such arbitration.

48. This Agreement shall, subject to the sooner termination thereof, as herein provided, continue in force for a period of twenty years from the date hereof, provided however, that the Pacific Company will join with the Northern Company in applying to Parliament for the necessary legislation confirming and ratifying this Agreement and making it effective during a term of nine hundred and ninety-nine years from the date hereof, and, when so ratified and confirmed, this Agreement shall be and continue in force for the said term of nine hundred and ninety-nine years from the date hereof.

49. All notices to be given in this Agreement shall be in writing and may be served by mailing them in a prepaid registered letter to the Secretary of the Northern Company at Toronto, Ontario, and to the Secretary of the Pacific Company at Montreal, P.Q., as the case may be.

In Witness Whereof the parties hereto have hereunto caused their Corporate Seals to be affixed under the hands of their duly qualified Officials.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 17.

An Act respecting The Canadian Pacific Railway Company.

First reading, February 10, 1915.

(PRIVATE BILL).

MR. SHARPE,
(Lisgar).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 18.

An Act to amend the Criminal Code.

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

1. Subsection 2 of section 74 of the *Criminal Code* is repealed and the following is substituted therefor:— R.S., c. 146, s. 74. amended.

"**2.** Every one who commits treason is guilty of an indictable offence and liable to imprisonment for life." Treason.

2. Section 77 of the said Code is repealed and the following is substituted therefor:— S. 77 amended.

"**77.** Every subject or citizen of any foreign state or country at peace with His Majesty, who,— Levying war.

(*a*) is or continues in arms against His Majesty within Canada; or,

(*b*) commits any act of hostility therein; or,

(*c*) enters Canada with intent to levy war against His Majesty, or to commit any indictable offence therein which any person would, in Canada, be liable to imprisonment for life; and,

every subject of His Majesty who,—

(*a*) within Canada levies war against His Majesty in company with any of the subjects or citizens of any foreign state or country at peace with His Majesty; or,

(*b*) enters Canada in company with any such subjects or citizens with intent to levy war against His Majesty, or to commit any such offence therein; or,

(*c*) with intent to aid and assist, joins himself to any person who has entered Canada with intent to levy war against His Majesty, or to commit any such offence in Canada; is guilty of an indictable offence and liable to imprisonment for life."

S. 263 amended.

Murder.

3. Section 263 of the said Code is repealed and the following is substituted therefor:—

"**263.** Every one who commits murder is guilty of an indictable offence and shall, on conviction thereof, be sentenced to imprisonment for life."

S. 299 amended.

Rape.

4. Section 299 of the said Code is repealed and the following is substituted therefor:—

"**299.** Every one who commits rape is guilty of an indictable offence and liable to imprisonment for life."

Capital punishment abolished.

5. No person shall hereafter be sentenced in Canada to suffer death, and where for any offence any person would be liable to suffer death such person shall hereafter be liable to imprisonment for life.

18.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 18.

An Act to amend the Criminal Code.

First reading, February 10, 1915.

MR. BICKERDIKE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 19.

An Act to amend the Criminal Code.

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

1. The *Criminal Code*, chapter 146 of the Revised Statutes, 1906, is amended by adding the following subsection to section 390 thereof:—

"2. Every one who contracts to sell real property and has not in himself the title which he has contracted to give to the purchaser, shall hold any moneys received by him on account of the purchase price in trust for the purchaser, unless such moneys have been paid by the vendor in acquiring such title. Any violation of this subsection shall be deemed a criminal breach of trust within the meaning of this section."

Criminal breach of trust by vendor of real estate without title.

19.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 19.

An Act to amend the Criminal Code.

First reading, February 10, 1915.

MR. MCCRANEY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 20.

An Act respecting The Canadian Northern Railway Company.

1899, c. 57; 1901, cc. 52, 53; 1902, c. 50; 1903, c. 97; 1904, c. 60; 1905, c. 72; 1907, c. 71; 1908, c. 92; 1910, c. 80; 1912, c. 77; 1913, c. 94; 1914, cc. 77, 78.

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

1. This Act may be cited as *The Canadian Northern Railway Act, 1915.* Short title.

2. Unless The Canadian Northern Railway Company, hereinafter called "the Company," completes and puts in operation within five years after the passing of this Act the following lines of railway, all of which have been partly constructed, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said lines as then remains uncompleted:— Extension of time for completion.

(*a*) The line of railway authorized by paragraph (*d*) of section 2 of chapter 92 of the statutes of 1908, the time for the commencement and completion of which was extended by section 6 of chapter 80 of the statutes of 1910, namely:— 1910, c. 80.

"From its line at Strathcona southerly to Calgary;"

(*b*) The line of railway authorized by paragraph (*c*) of section 1 of chapter 97 of the statutes of 1903, the time for the commencement and completion of which line was last extended by section 7 of chapter 80 of the statutes of 1910, namely:—

"From a point on the company's line at or near Swan River in Manitoba, thence along the Swan River Valley and in a generally westerly direction to a point on the Company's authorized line at or

near the crossing by that line of the Saskatchewan River;"

(*c*) The line of railway authorized by paragraph (*a*) of section 2 of chapter 72 of the statutes of 1905, the time for the completion of which was extended by section 7 of chapter 80 of the statutes of 1910, namely:—

"From a point in or near Regina northwesterly and westerly to a point on the Red Deer river in the Province of Alberta, with a branch line therefrom beginning at a point west of the Saskatchewan river and running northerly to a point in or near township 45, range 4, west of the third meridian;"

(*d*) The line of railway authorized by paragraph (*f*) of section 5 of chapter 52 of the statutes of 1901, the time for the completion of which was last extended by section 7 of chapter 80 of the statutes of 1910, namely:—

"Commencing at a point on the Company's line at or near the end of the forty miles constructed by the Winnipeg Great Northern Railway Company, thence to or near the village of St. Laurent or to Oak Point on Lake Manitoba, thence in a generally northerly direction to a point at or near Grand Rapids on the Saskatchewan river;"

Man. 1904, c. 77.

(*e*) The line of railway which The Northern Extension Railway Company, (since amalgamated with the Company), was authorized to build by section 3 of chapter 77 of the statutes of Manitoba for 1904, namely:—

"A line or lines from a point at or near the city of Winnipeg or from any point on any of the lines specified in the last mentioned Act, through the Rural Municipality of Springfield to the eastern or southern boundary of the province of Manitoba;"

Alberta, 1909, c. 45.

(*f*) The unfinished portion south of Calgary of the line of railway which The Alberta Midland Railway Company (since amalgamated with the Company), was authorized to build by chapter 45 of the statutes of Alberta for 1909, as set out in paragraph 4 of the schedule to such Act, namely:—

"From Calgary to the confluence of the Little Bow and Belly rivers, thence in a southwesterly direction to a point at or near Lethbridge."

Extension of time for completion.

3. Unless the Company commences within two years and completes and puts into operation within five years from the passing of this Act the following line of railway, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said line as then remains uncompleted:—

The line of railway authorized by paragraph (*b*) of sub-section 3 of section 2 of chapter 94 of the statutes of 1913, namely:— 1913, c. 94.

"From a point at or near Regina, northwesterly to a point at or near Elbow."

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 20.

An Act respecting The Canadian Northern Railway Company.

First reading, February 11, 1915.

(PRIVATE BILL.)

MR. BRADBURY.

OTTAWA
Printed by J. DE L. TACHÈ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 21.

An Act respecting The Canadian Northern Ontario Railway Company.

WHEREAS The Canadian Northern Ontario Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1907, c. 72; 1908, c. 93; 1909, c. 63; 1910, c. 79; 1911, c. 57; 1912, c. 75; 1913, c. 92; 1914, cc. 79, 80.

1. This Act may be cited as *The Canadian Northern Ontario Railway Act, 1915.* Short title.

2. The Canadian Northern Ontario Railway Company, hereinafter called "the Company," may commence and construct:— Extension of time for construction.

(*a*) The lines of railway authorized by sub-paragraphs (i) to (iv), (vi), (ix) and (x) of paragraph (a) of subsection 1 of section 2 of chapter 57 of the statutes of 1911, the time for the commencement and completion of which lines was last extended by sections 2 and 3 of chapter 92 of the statutes of 1913, namely:— 1913, c. 92.

(i) From a point on its authorized line near Washago through or near the town of Collingwood to a point on Lake Huron at or near Kincardine;

(ii) From a point on its authorized line at or near Arnprior, southerly to a point on the St. Lawrence River at or near the town of Gananoque;

(iii) From a point on its authorized line at or near Pembroke, southwesterly to a point on Lake Ontario at or near the town of Cobourg or the town of Port Hope;

(iv) From a point at or near Frenchman's Bay in the township of Pickering, northwesterly to a point on the Georgian Bay at or near Owen Sound;

(vi) From a point on the Niagara River at or near the international bridge northwesterly, passing through or near Hamilton, to a point on Lake Huron, at or near Goderich;

(ix) From a point on its authorized line at or near Hawkesbury, westerly to a point on its authorized line in the County of Leeds or Lanark;

(x) From a point on its authorized line at or near Parry Sound, northeasterly to a point at or near the town of North Bay;

1913, c. 92.

(*b*) Also the line of railway specified in paragraph (*c*) of the said subsection 1 of section 2 of chapter 57 of the statutes of 1911, the time for the commencement of which was extended by sections 2 and 3 of chapter 92 of the statutes of 1913, namely:—

(*c*) From a point in or near Berlin through Guelph, Acton and Brampton to a point on its authorized line in or near Toronto;

(*c*) Also the lines of railway authorized by sub-paragraphs (i), (ii) and (iii) of paragraph (*d*) of section 2 of chapter 92 of the statutes of 1913, namely:—

(i) An extension of the line mentioned in paragraph (*b*) of section 2 of the said Act (being the line specified in paragraph (*b*) of section 2 of this Act), southwesterly to Stratford, and to St. Marys, with a branch from such line or extension to Woodstock;

(ii) From a point at or near Sarnia to Chatham;

(iii) From Orillia to Goderich *via* Collingwood and Owen Sound, or with a branch to Owen Sound.

Limitation.

3. If the said lines are not commenced within two years and completed and put in operation within five years from the passing of this Act, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects such parts of the said lines as then remain uncompleted.

21.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 21.

An Act respecting The Canadian Northern Ontario Railway Company.

First reading, February 11, 1915.

(PRIVATE BILL.)

MR. BLAIN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 22.

An Act respecting The Canadian Northern Quebec Railway Company.

WHEREAS The Canadian Northern Quebec Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1907, c. 73; 1908, c. 94; 1909, c. 64; 1911, c. 58; 1912, c. 76; 1913, c. 93.

1. This Act may be cited as *The Canadian Northern Quebec Railway Act, 1915.* Short title.

2. The Canadian Northern Quebec Railway Company, hereinafter called "the Company," may commence and construct:— Extension of time for construction.

(*a*) The lines of railway authorized by paragraphs (*a*) and (*b*) of section 2 of chapter 58 of the statutes of 1911, the time for the commencement and completion of which was extended by sections 2 and 3 of chapter 93 of the statutes of 1913, namely:— 1913, c. 93.

(i) From a point at or near Rawdon, thence in a generally northerly direction to a junction with the National Transcontinental Railway, with a branch from a point at or near Rawdon to the town of Joliette.

(ii) From a point at or near St. Jerôme to a point at or near St. Eustache.

3. If the said lines are not commenced within two years and are not completed and put in operation within five years from the passing of this Act, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects such parts of the said lines of railway as then remain uncompleted. Limitation.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 22.

An Act respecting The Canadian Northern Quebec Railway Company.

First reading, February 11, 1915.

(PRIVATE BILL.)

MR. GUILBAULT.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 23.

An Act respecting The James Bay and Eastern Railway Company.

WHEREAS The James Bay and Eastern Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1910, c. 113.

1. This Act may be cited as *The James Bay and Eastern Railway Act, 1915.* Short title.

2. Unless The James Bay and Eastern Railway Company, hereinafter called "the Company," completes and puts in operation within five years after the passing of this Act, the following line of railway, which has been partly constructed, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of such line as then remains uncompleted:— Extension of time for completion.

The line of railway authorized by section 7 of chapter 113 of the statutes of 1910, namely:—"from some point on the authorized line of The Canadian Northern Ontario Railway Company near Lake Abitibi, thence in a generally easterly and southeasterly direction, passing south of Lake St. John, to a point at or near the mouth of the Saguenay River."

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 23.

An Act respecting The James Bay and Eastern Railway Company.

First reading, February 11, 1915.

(PRIVATE BILL.)

MR. GIRARD.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 24.

An Act respecting The Ottawa and New York Railway Company.

WHEREAS The Ottawa and New York Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1897, c. 57; 1898, c. 82; 1905, c. 141.

Lease of railway authorized.

1. Subject to the provisions of sections 361, 362 and 363 of the *Railway Act*, The Ottawa and New York Railway Company may lease its railway and undertaking to The New York Central Railroad Company, a company incorporated under the laws of the states of New York, Pennsylvania, Ohio, Indiana, Michigan and Illinois, in the United States, and having its principal office at the city of Albany in the said state of New York, or to any corporate successor of such company, and may renew such lease from time to time. R.S., c. 37.

Powers and obligations under lease.

2. The New York Central Railroad Company and any corporate successor thereof shall during the currency of any such lease or renewal thereof, in respect of the operation, construction, improvement and control of the railway and undertaking and generally in respect of anything which they may desire to do as lessee under the said lease, have all the powers and rights and be subject to all the obligations and be entitled to all the immunities provided in any Act respecting The Ottawa and New York Railway Company, in the *Railway Act*, in any amendment thereto, and in any other Act for the time being in force.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 24.

An Act respecting The Ottawa and New York Railway Company.

First reading, February 11, 1915

(PRIVATE BILL.)

MR. FRIPP.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 25.

An Act respecting The South Ontario Pacific Railway Company.

1887, c. 85; 1889, c. 70; 1891, c. 92; 1896, (1st Sess.) c. 35; 1901, c. 85; 1906, c. 161; 1908, c. 157; 1910, c. 163; 1911, c. 142; 1912, c. 151; 1914, c. 109.

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

Extension of time for construction.

1. The South Ontario Pacific Railway Company may within two years after the passing of this Act commence the construction of the railway authorized by section 1 of chapter 151 of the statutes of 1912, and may within five years after the passing of this Act complete the said railway, and if within the said periods respectively the said railway is not so commenced or is not so completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

1914, c. 109. amended.

2. Section 1 of chapter 109 of the statutes of 1914 is repealed.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 25.

An Act respecting The South Ontario Pacific Railway Company.

First reading, February 11, 1915.

(PRIVATE BILL.)

MR. SMITH,
(Ontario).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 26.

An Act respecting The Southern Central Pacific Railway Company.

WHEREAS The Southern Central Pacific Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1903, c. 191; 1906, c. 162; 1909, c. 135; 1911, c. 141; 1913, c. 198.

1. This Act may be cited as *The Southern Central Pacific Railway Act, 1915.* Short title.

2. The Southern Central Pacific Railway Company, hereinafter called "the Company," may commence the construction of the lines of railway authorized by section 7 of chapter 191 of the statutes of 1903, and by section 1 of chapter 141 of the statutes of 1911, the time for the construction whereof was extended by section 2 of chapter 198 of the statutes of 1913, and may expend fifteen per cent of the amount of its capital stock thereon, within two years after the passing of this Act, and may complete the said railways and put them in operation within five years after the passing of this Act; and if the said railways are not so commenced and such expenditure is not so made, or if the said railways are not so completed and put in operation within the said periods respectively, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said railways as then remains uncompleted. Extension of time for completion.

5th Session, 12th Parliament 5 George V. 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 26.

An Act respecting The Southern Central Pacific Railway Company.

First Reading, February 11, 1915.

(PRIVATE BILL.)

MR. GREEN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 27.

An Act respecting The St. Lawrence and Adirondack Railway Company.

WHEREAS The St. Lawrence and Adirondack Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1888, c. 64; 1893, c. 60; 1894, c. 93; 1895, c. 62; 1896 (1st Sess.) cc. 18, 32, 37; 1897, c. 62; 1901, c. 82.

Lease of railway authorized.

1. Subject to the provisions of sections 361, 362 and 363 of the *Railway Act* The St. Lawrence and Adirondack Railway Company, hereinafter called "the Company", may lease its railway and undertaking to The New York Central Railroad Company, a company incorporated under the laws of the states of New York, Pennsylvania, Ohio, Indiana, Michigan and Illinois, in the United States, and having its principal office at the city of Albany in the said state of New York, or to any corporate successor of such company, and may renew such lease from time to time. R.S., c. 37.

Certain leases included.

2. The Company may include in any such lease an assignment of all its rights and privileges under or by virtue of any lease or of any trackage agreement now subsisting or into which it may hereafter enter with The Grand Trunk Railway Company of Canada or with The Canadian Pacific Railway Company.

Powers and obligations under lease.

3. The New York Central Railroad Company and any such corporate successor thereof, shall during the currency of any such lease or renewal thereof, in respect of the operation, construction, improvement and control of the railway and undertaking and generally in respect of anything which they may desire to do as lessee under the said lease, or as sub-lessee or assignee of the rights and privileges of the

Company under any assignment of any lease or trackage agreement, have all the powers and rights and be subject to all the obligations and be entitled to all the immunities provided in any Act respecting The St. Lawrence and Adirondack Railway Company, in the *Railway Act*, in any amendment thereto, and in any other Act for the time being in force.

27.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 27.

An Act respecting The St. Lawrence and Adirondack Railway Company.

First reading, February 11, 1915.

(PRIVATE BILL.)

MR. FRIPP.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 28.

An Act respecting The Toronto Eastern Railway Company.

WHEREAS The Toronto Eastern Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1910, c. 167.

1. This Act may be cited as *The Toronto Eastern Railway Act, 1915*. Short title.

2. The Toronto Eastern Railway Company, hereinafter called "the Company," may commence to construct the lines of railway authorized by section 8 of chapter 167 of the statutes of 1910 described as follows:— Extension of time for construction.

From a point in the city of Toronto thence easterly through or near the towns of Whitby, Oshawa and Bowmanville to Cobourg, with branches therefrom as follows:—

(*a*) From a point in or near Cobourg or Port Hope, thence in a generally northerly direction to Peterborough.

(*b*) From a point in the township of Scarborough, thence in a generally northerly direction to or near Markham, Stouffville, or Uxbridge.

(*c*) From a point in or near Oshawa, thence in a generally northerly direction, via Lake Scugog, to Lindsay.

(*d*) From a point in or near Oshawa, thence in a generally southerly direction to a point on the water front of Lake Ontario.

3. If the said lines are not commenced within two years and are not completed and put in operation within five years from the passing of this Act, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said lines of railway as then remains uncompleted. Limitation.

5th Session, 12th Parliament, 5 George V° 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 28.

An Act respecting The Toronto Eastern Railway Company.

First reading, February 11, 1915.

(PRIVATE BILL.)

MR. SMITH,
(Ontario).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 29.

An Act respecting The Van Buren Bridge Company.

Preamble.

WHEREAS by chapter 78 of the statutes of 1900, The Restigouche and Western Railway Company was authorized to construct and maintain a bridge across the St. John river from the parish of St. Leonard's, in the county of Madawaska, in the province of New Brunswick, to the town of Van Buren, in the county of Aroostook, in the State of Maine, one of the United States; 1900, c. 78.

And whereas The Van Buren Bridge Company, a corporation duly incorporated by the legislature of the State of Maine, one of the United States, hereinafter called "the Company," was by chapter 203 of the statutes of 1913 duly authorized to construct the said bridge in the place and stead of the said Restiouche and Western Railway Company; 1913, c. 203.

And whereas the location and plans of the said proposed bridge have been sanctioned by the proper authorities of the Dominion of Canada and of the Congress of the United States;

And whereas the said bridge is now in course of construction;

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

New section added.

1. Chapter 203 of the statutes of 1913 is amended by inserting the following section immediately after section 1 of the said Act:—

Bond issue limited.

"**1A.** The Company by its deed of trust or mortgage may subject any assets, business undertaking and property acquired or constructed by it to a lien or charge to secure any bonds which it may issue to an amount not exceeding two hundred and fifty thousand dollars."

Deed of trust confirmed.

2. The deed of the trust by way of mortgage dated the first day of September, nineteen hundred and fourteen, set forth in the schedule to this Act is confirmed so far as the same relates to or affects or purports to relate to or affect the assets, business, undertaking and property of the Company acquired or constructed in Canada, and is declared to be a valid and binding lien or charge upon the said property and on the parties thereto.

Registration.

3. The said deed of trust shall be registered in the office of the Secretary of State for Canada within one month after the passing of this Act.

SCHEDULE.

This Indenture, dated the 1st day of September, one thousand nine hundred and fourteen, by and between Van Buren Bridge Company, a corporation duly organized and existing under the laws of the State of Maine (hereinafter called the "Mortgagor"), party of the first part, and the United States Mortgage and Trust Company, a corporation duly organized and existing under the laws of the State of New York (hereinafter called the "Trustee"), party of the second part, witnesseth,

Whereas, the Mortgagor was duly incorporated under Chapter I of the Private and Special Laws of the State of Maine, approved January 30th, 1913, and was thereby duly authorized, among other things, to construct and maintain a bridge with all necessary approaches, piers, abutments and appurtenances, and to use and operate the same, across the St. John River, from the town of Van Buren in the County of Aroostook, in the State of Maine, into the parish of Saint Leonard's, in the county of Madawaska, in the province of New Brunswick, on the opposite side of said river and was also thereby duly authorized to issue bonds of such denominations and on such terms and rate of interest and for such amount as its stockholders should determine, not exceeding in the aggregate the amount of its authorized capital stock at the time said bonds or other securities are issued, and to secure the same by a mortgage upon all and singular its property, real and personal, including its railroad bridge, approaches, sidings, equipment, appurtenances, rights, privileges, franchises, easements, and tolls; and

Whereas, it is provided in said Act that the authorized capital stock of the Mortgagor shall be two hundred and fifty thousand dollars, divided into shares of the par value of one hundred dollars each, which capital may be increased to such

amount from time to time as its stockholders may determine at any meeting duly called therefor; and

Whereas, the consent of the Congress of the United States and of the proper authorities of the Dominion of Canada for the erection of said bridge has been duly obtained; and

Whereas, the Mortgagor has entered into a " Tolls Agreement," dated September 1st, 1914, with Bangor and Aroostook Railroad Company; and

Whereas, the Mortgagor, in order to obtain money to build and equip said bridge and to acquire real estate for its purposes, and to build connecting and interchange tracks and to equip the same, and to pay debts contracted for those purposes, and interest thereon during construction, has resolved, by its board of directors, duly approved, ratified and confirmed by its stockholders at meetings duly called therefor, to issue its bonds for one thousand dollars ($1,000) each to the aggregate amount of two hundred and fifty thousand dollars ($250,000), to be known as First Mortgage Twenty Year Six Per Cent Sinking Fund Gold Bonds, payable on the first day of September, nineteen hundred and thirty-four, with interest from September first, 1914, at six per cent per annum, payable semi-annually on the first days of March and September in each year until the principal shall be paid; the principal payable at the office or agency of the Mortgagor in the City of New York in gold coin of the United States of the present standard of weight and fineness, the interest payable at the office or agency of the Mortgagor in the City of New York or in the City of Bangor in like gold coin, and to secure the payment of said bonds, principal and interest, by a mortgage upon all and singular its real property with the fixtures thereon, including its railroad bridge, approaches, connecting tracks, sidings, equipment, appurtenances, rights, privileges, franchises, easements and tolls. For said purpose, the Mortgagor has by resolution of its board of directors, duly approved, ratified and confirmed by its stockholders, duly authorized and directed its president and treasurer to execute and to issue its said bonds and to execute this mortgage in its corporate name and under its corporate seal; and

Whereas, in pursuance of said resolution the Mortgagor has duly executed under its corporate seal its said bonds for one thousand dollars ($1,000) each of like tenor, date and amount, numbered consecutively from "1" to "250" both inclusive, bearing even date herewith, payable on the first day of September, nineteen hundred and thirty-four, and bearing interest from September first, 1914, at the rate of six per cent per annum payable semi-annually on the first days of March and September, the coupons for such interest

being in the customary form and bearing an engraved facsimile of the signature of the Treasurer of the Mortgagor, binding it as if such signature were written, which said bonds, with the coupons thereof, and the Trustee'a certificates to be endorsed on said bonds before the same shall be valid, are substantially in the forms following, namely:

[Form of Bond.]

No. $1,000

UNITED STATES OF AMERICA,

STATE OF MAINE.

VAN BUREN BRIDGE COMPANY

First Mortgage Twenty Year Six Per Cent Sinking Fund Gold Bond.

For value received, Van Buren Bridge Company (hereinafter called the "Mortgagor"), promises to pay to the bearer or, if this bond be registered, to the registered owner hereof, at its office or agency in the city of New York, on the first day of September, nineteen hundred and thirty-four, one thousand dollars ($1,000) in gold coin of the United States of or equal to the present standard, and to pay interest thereon in like gold coin at the rate of six per cent per annum from September first, 1914, upon presentation and surrender, at the office or agency of the Mortgagor in the city of New York or in the city of Bangor, Maine, of the annexed interest coupons as they severally mature on the first days of March and September in each year until the redemption or payment hereof.

This bond is one of a series, all of like date, tenor and amount, duly authorized to an amount of principal not exceeding in the aggregate two hundred and fifty thousand dollars ($250,000), all of which are equally secured by a mortgage, dated September 1st, 1914, made by the Mortgagor to the United States Mortgage and Trust Company, as Trustee, upon the property, more particularly therein described, or enumerated, to all of the provisions of which mortgage this bond is subject.

The Mortgagor, at its election on September 1st, 1916, or on any interest date subsequent thereto, may redeem the entire series of bonds of which this is one,

at 110 per cent of par, and accrued interest, provided it give thirty days' notice of its intention so to do as in said mortgage provided.

The bonds of this series are entitled to the benefits of the Sinking Fund provided by said mortgage, and are subject to purchase for the Sinking Fund at face value and a premium of ten per cent and accrued interest on and after September 1st, 1916, as in said mortgage provided.

This bond may be registered at the holder's option on the books of the Mortgagor at its office or agency in the city of New York, and such registration noted hereon, after which no valid transfer of this bond can be made except on such books, until after registered transfer to bearer; whereupon it will again become transferable by delivery. It may be again and from time to time registered and transferred to bearer, as the holder or owner may elect, but registration shall not in any case affect the annexed interest coupons, which shall continue to be transferable by delivery.

This bond shall not become valid until the certificate endorsed hereon shall have been signed by the Trustee named in said mortgage.

No recourse shall be had for the payment of the principal or interest of this bond or for any claim based thereon or in respect thereof, or of the mortgage securing this bond, against any incorporator or stockholder, officer or director of the Mortgagor, either directly or through the Mortgagor, whether by virtue of any law or by the enforcement of any assessment, or otherwise, provided, however, that this provision shall not be a defence to any agreement by a stockholder guaranteeing this bond.

In witness whereof, the said Van Buren Bridge Company has caused these presents to be signed by its President and Treasurer, and its corporate seal to be hereunto affixed, as of this first day of September, 1914.

VAN BUREN BRIDGE COMPANY,
By

President.

By

Treasurer.

[Form of Coupon.]

$30.

Van Bureh Bridge Company unless the bond hereinafter mentioned shall have been duly called for previous redemption will pay the bearer at its office or agency in the city of New York or in the city of Bangor, Maine, thirty dollars United States gold coin on the first day of , 19 , being six months' interest on its First Mortgage Twenty-Year Six Per Cent Sinking Fund Gold Bond No.

Treasurer.

[Form of Trustee's Certificate.]

United States Mortgage and Trust Company, as Trustee, hereby certifies that this bond is one of the bonds described in the within mentioned mortgage.

UNITED STATES MORTGAGE AND TRUST COMPANY,
By

Secretary.

and

Whereas, all acts and things prescribed by law and the by-laws of the Mortgagor, have been duly done and complied with to make such bonds, when issued under this indenture valid, binding and legal obligations of the Mortgagor, and to constitute this indenture a valid, binding and legal mortgage for the security thereof, and to provide for the enforcement of the payment of said bonds and the interest thereon, and the performance and observance of the covenants and agreements and stipulations in this indenture set forth; and the Mortgagor, in the exercise of each and every legal right and power in it vested, proposes to make and execute, and, from time to time hereafter, to issue and deliver the said bonds and to execute and deliver this indenture.

Now, therefore, this indenture witnesseth, that the Mortgagor, in order to secure the payment of the mortgage bonds hereinbefore recited, with the interest which shall from time to time become due and payable thereon at the time and in the manner therein stated, and to secure the performance and observance of all the covenants and conditions therein and herein contained, and in consideration of the premises and of the acceptance or purchase of said bonds by the holders thereof and of the sum of one dollar ($1.) by the Trustee

paid to the Mortgagor, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, mortgaged, sold, assigned, released, conveyed, transferred and set over, and by these presents, doth grant, bargain, sell, mortgage, assign, release, convey, transfer and set over unto the Trustee, its successor or successors in the trust, and to its assigns forever:

All of the real property of the Mortgagor, now owned or hereafter acquired situated in the United States, or in the Dominion of Canada or elsewhere, with the fixtures thereon including its railroad bridge now in course of construction across the St. John River from a point in the Town of Van Buren, in the County of Aroostook, in the State of Maine, to a point in the Parish of Saint Leonards, in the County of Madawaska, in the Province of New Brunswick, Dominion of Canada, on the opposite side of said river, and the approaches, connecting tracks, sidings, equipment, appurtenances, rights, privileges, franchises, easements and tolls; and also including the right or right of way, roadbeds, buildings, grounds, switches, turnouts, and all rails, ties, superstructures, fences, trestles, culverts, crossings and sidings, signals, fixtures, telegraph and telephone poles and wires or other equipment now appertaining or which may hereafter appertain to said railroad bridge above mentioned, and to all of the approaches thereto and connecting tracks and sidings, and also all the privileges, rights and franchises incident and necessary to the ownership, maintenance and operation of the railroad bridge and property aforesaid, including its corporate franchise; and all of the interest of the Mortgagor in a certain Tolls Agreement dated September 1st, 1914, with Bangor and Aroostook Railroad Company, and any supplements or amendments thereto.

Excepting from said real property a certain lot of land conveyed by Michael Violette to Van Buren Bridge Company by deed dated August 26, 1914, and recorded in Aroostook Registry of Deeds, Northern District, in Volume 75, Page 398, to which deed reference is hereby made for particulars of description.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and also the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the Mortgagor, of, in and to the above described premises and property, and every part and parcel thereof, with the appurtenances.

To have and to hold all and singular the above mentioned and described premises, rights, privileges, franchises, railroad bridge and property unto the Trustee, its successor or successors and assigns in trust, and to and for the uses, intents and purposes hereinafter expressed and declared of and concerning the same; that is to say:

Article First. No bonds secured by this indenture shall be deemed as having been issued or shall be valid and effectual for any purpose until the same shall have been certified by the Trustee to be one of the bonds described in this indenture, and the number of bonds which may be issued by the Mortgagor under and secured by this indenture and certified by the Trustee is limited to the aggregate principal sum of two hundred and fifty thousand dollars.

All such bonds issued under and in pursuance of the terms of this indenture and at any time outstanding shall be in all respects equally and ratably secured hereby without preference, priority or discrimination, on account of or with reference to the actual time or times of the issue of said bonds or of any of them, so that all such bonds at any time outstanding shall have the same lien, right and privilege under and by virtue of this mortgage or deed of trust, and shall all be equally secured hereby and with like effect as if they had all been made, executed and delivered and negotiated simultaneously on the date hereof, whether the same shall actually be sold or disposed of at such date, or whether they or any part of them shall be negotiated or sold at some future date.

Article Second. In case the officers who have signed and sealed said bonds shall cease to be officers of the Mortgagor before the bonds so signed and sealed shall have been actually issued, such bonds may, nevertheless, upon the request of the Mortgagor, be issued, certified and delivered, subject to the provisions of article third hereof, as though the persons who signed and sealed such bonds had not ceased to be the officers of the Mortgagor.

The coupons attached to such bonds being authenticated by the engraved signature of the Treasurer of the Mortgagor at the date of this mortgage, the Mortgagor may adopt and use for that purpose said engraved signature of such Treasurer, notwithstanding the fact that he may have ceased to be its Treasurer at the time when such bonds shall be actually certified and delivered.

In case any bond issued hereunder with the coupons, if any, thereto belonging shall become mutilated or be destroyed, the Mortgagor in its discretion may issue, and thereupon the Trustee shall certify and deliver a new bond of like denomination, tenor and date (including coupons),

and bearing the same serial number as that of the bond so mutilated or destroyed, in exchange and in substitution for, and upon cancellation of, the bond so mutilated, or in lieu of, or substitution for, the bond so destroyed. The applicant for such substituted bond shall furnish to the Mortgagor evidence of the destruction of such bond, which evidence shall be satisfactory to the Mortgagor, in its discretion, and the said applicant shall also furnish indemnity satisfactory to the Mortgagor and to the Trustee.

At any time, and from time to time, the Mortgagor may execute, and the Trustee shall authenticate and deliver, in lieu of definitive bonds, subject to the same provisions, limitations and conditions, one or more temporary bonds, of any denomination or denominations, substantially of the tenor of the bond hereinbefore recited, with or without coupons, and with appropriate omissions, insertions and variations, as may be required.

Upon surrender of any or all temporary bonds for exchange, the Mortgagor, at its own expense, shall prepare and execute, and, upon cancellation of such surrendered bonds, the Trustee, shall authenticate and deliver, in exchange therefor, definitive bonds for the same or an equivalent aggregate principal sum as the temporary bonds surrendered, and, until so exchanged the temporary bonds shall in all respects be entitled to the same lien and security of this indenture as the definitive bonds, authenicated hereunder, and interest when and as payable shall be paid and endorsed thereon.

Article Third. Said two hundred and fifty bonds shall upon the excution and delivery hereof be executed by the Mortgagor and shall be certified by the Trustee and delivered to the Mortgagor or upon its written order, whether before or after the filing or recording hereof, upon resolutions of the Board of Directors of the Mortgagor. The Mortgagor covenants that such bonds or their proceeds shall be used by it only towards paying the cost of acquiring land and rights of way, rights, privileges, franchises, easements and appurtenances and constructing and equipping the said railroad bridge and its approaches, connecting tracks, sidings, equipments, turnouts, switches, rails, ties, fences, trestles, culverts, crossings, signals, fixtures, telegraph and telephone poles, wires and appurtenances and other equipment, and payment of debts contracted for said purposes and interest thereon during construction, also toward the payment of all legal, engineering and other expenses, connected therewith.

Such resolutions shall be deemed and taken as and shall be plenary authority and protection to said Trustee for its certification and delivery to the Mortgagor of such bonds or of any one or more of them.

The Trustee shall be under no responsibility to see to the application of any of the bonds issued under the terms of this mortgage or the proceeds thereof.

Article Fourth. Until default shall be made in the due and punctual payment of the principal of any bond or bonds secured by this indenture, or default shall be made in the payment of any interest on any bond or bonds secured hereby and such last mentioned default shall have continued for a period of three months; or until default shall be made in the due observance or performance of any other covenant or condition herein required to be kept or performed by the Mortgagor and any such last mentioned default shall have continued for a period of three months after written notice thereof from the Trustee or from the holders of five per cent. in amount of the bonds hereby secured, the Trustee, its successor or successors, and every other trustee from time to time of these presents, shall permit and suffer the Mortgagor and its successors to possess, manage, operate and enjoy the said railroad bridge, with its equipments and appurtenances, and all other lands and premises, property, and franchises, hereinbefore described; and to receive, take and use the tolls, incomes, revenues, rents, issues and profits thereof, in the same manner and with the same effect as if this indenture had not been made.

Provided, however, and it is mutually agreed that in the meantime, and until default as aforesaid, the Mortgagor may in the ordinary course of its operation, sell or otherwise dispose of, free from the lien of this mortgage, any of its rails, or other equipment, provided the same have already been replenished or made good (or shall be forthwith replenished or made good), as hereinafter set out; and in like manner in the ordinary course of operation for ordinary repairs, renewal or improvement, it may take down, sell and dispose of buildings, structures and the appurtenances thereof, the same being in all respects forthwith or previously made good.

And that the Mortgagor may sell or exchange free from the lien hereof any real estate not needed for right of way, approach or abutment;

Provided, that, in case of all sales and exchanges made by the Mortgagor under the authority herein granted, the money or property received therefor shall be applied, or money or property of equivalent value shall have been previously applied, to the improvement or increase of the premises hereby mortgaged, in such manner that the security created by this mortgage shall be in no wise impaired by such sale or exchange; a certificate signed and verified by the President and Treasurer of the Mortgagor shall be

received and accepted by the Trustee as conclusive evidence of the existence of any facts necessary to authorize the Trustee to assent to such sale and to execute a release hereunder, and shall be full authority to the Trustee for its action based thereon. It shall not be incumbent on the purchaser at any such sale to see to the application of the purchase money. And said Trustee shall execute and deliver all releases or other instruments necessary effectually to carry out any such sale or exchange, and, in general, said Mortgagor shall have the right to do all acts and things necessary and proper to the prudent management of its said property in as full and unrestricted a manner as if this indenture had not been made.

Article Fifth. If and whenever the said Mortgagor, or its successors, shall make any such default which shall continue for the period, if any, provided in Article Fourth, hereof, then and in such case it shall be lawful for the Trustee, its successor or successors, by its or their attorneys or agents (as cumulative to all other remedies at law or in equity), to enter in, into and upon, and take and possess all and singular the railroad bridge, lands, premises and property hereinbefore expressed to be conveyed, or any of them, or any part or parts thereof, respectively, and to have, hold, and use the same, and to work and operate by its or their superintendents, managers, receivers or servants or other attorneys or agents, the said railroad bridge and other property and to conduct the business thereof, and to make from time to time, at the expense of the trust estate, all such repairs and replacements, and such useful alterations, additions and improvements thereto as may seem to it or them to be judicious or convenient, and to receive and collect all tolls, freights, incomes, revenues, rents, issues and profits of the said railroad bridge and other property and of every part and parcel thereof, and after deducting and defraying the expenses incurred in working and operating the said property and conducting the business thereof, or in the execution of any of the powers or trusts of these presents, and of the said repairs, replacements, alterations, additions and improvements, and all payments which may be made for taxes, assessments, or charges upon the said premises, or any part or parcel thereof, and all other expenses or outgoings whatsoever incurred in relation thereto, as well as just compensation for its (or their) services, and which it or they are hereby authorized to retain or take, and for the services of such attorneys and counsel and all other agents and persons who may have been employed by it or them, the Trustee, its successor or successors, shall apply the moneys arising from such collection and receipt as aforesaid in or

toward the payment of interest upon the bonds secured hereby in the order in which said interest shall have become due, ratably to the persons holding the coupons evidencing the right to such interest, and, after paying all interest which shall have become due, shall apply the residue of the said moneys in or towards the payment of the principal of such of the said bonds as may be at that time due, outstanding and unpaid, ratably, and without discrimination or preference, and, if after satisfaction thereof a surplus shall remain, shall pay over such surplus to the Mortgagor, its successors or assigns, or as any Court of competent jurisdiction shall order; and the premises and property hereby conveyed shall be forthwith surrendered to and be thereafter held, possessed and enjoyed by the Mortgagor, its successors and assigns, subject otherwise to the conditions herein expressed and declared, and to the right of the Trustee again to enter in, into and upon, and take possession of the said property in case of any other and future default, and with the like effect as in this Article provided.

Provided, nevertheless, that if the said Trustee, its successor or successors, shall think it inexpedient after such entry as aforesaid to work and operate the said railroad bridge and property in manner aforesaid, it shall be lawful for it or them to demise or let the said railroad bridge and property to any corporation or corporations authorized by law to lease, work and operate the same for such term or period not exceeding one year at any one letting, at such rent or proportion of receipts and profits, and generally upon such terms and conditions as the Trustee, its successor or successors, shall in its or their discretion think fit, and the Trustee, its successor or successors, shall apply the revenue or income to arise from such demise or letting, in the same manner as the net revenue or income to arise in the event of the said railroad bridge and premises being worked and operated by the Trustee, its successor or successors, is applicable under the provisions immediately hereinbefore contained.

Article Sixth. In case any such default shall be so made and shall so continue for the period if any provided in Article Fourth hereof, the Trustee, its successor or successors, may, also in its discretion, either after such entry as aforesaid or other entry, or without entry, and upon the written request of the holders of one-fourth in interest of the bonds secured hereby, and upon being properly indemnified shall, foreclose this mortgage by legal proceedings, or, in its discretion, as cumulative to all other remedies at law or in equity, it may, but only upon like request, sell and dispose of all and singular the railroad bridge,

premises and property hereinbefore expressed to be conveyed, or any of them, or any part or parts thereof, either together or in parcels, by public auction in the city of Bangor, in the State of Maine, with power upon such sale to make any stipulations as to the title or evidence of title or form of conveyance or payment of the purchase money by instalment or otherwise, or any other stipulation with reference to such sale as the Trustee, its successor or successors, may think proper, and also with power to buy in or rescind, or vary any contract for sale, and to resell without being answerable for any loss occasioned thereby, provided always, that before any such sale, the Trustee, its successor or successors, shall give notice of the place and time of such sale by advertisement, published not less than three times a week for six weeks, in some paper of general circulation, published in the city of New York, and also in a newspaper published in the city of Bangor, in the State of Maine, and as may be otherwise provided by law; but it shall be lawful for the Trustee, its successor or successors, to adjourn the said sale from time to time in its or their discretion, and if so adjourning to make the same without further notice of the time and place to which the same may be so adjourned; and it shall be lawful for the Trustee, its successor or successors, to make and deliver to every purchaser at any such sale such good and sufficient deed or deeds in the law for the assurance and conveyance of the property purchased in fee simple or an equivalent estate, according to the nature of such property as the said Trustee, its successor or successors, shall think fit.

And it is hereby agreed and declared, that every sale made or purporting to be made under this power, shall (notwithstanding any irregularity or impropriety in or about such sale) be a perpetual bar, both in law and in equity, as against the Mortgagor, its successors and assigns, and all other persons claiming or to claim the said premises or property or any part or parcel thereof, by, from, or through or under the Mortgagor, its successors or assigns; and after deducting from and out of the proceeds of such sale a just allowance for all expenses thereof, including attorneys' and counsel fees, and all other expenses, advances or liabilities which may have been made or incurred by the Trustee, its successor or successors, in respect of the said premises or property or any part or parcel thereof, or in operating or maintaining the said railroad bridge and other property, or in managing the business thereof, while in its or their possession, and in arranging for and completing the sale aforesaid, and all payments which may have been made by it or them for taxes or assessments and for charges or liens, prior

to the lien of these presents on the said premises or any part thereof, and all other expenses or outgoings whatsoever incurred in relation thereto, as well as compensation for its or their services as aforesaid, the Trustee, its successor or successors, shall apply the net residue of such proceeds in or towards the payment of the principal of such of said bonds or obligations secured by this indenture as may be at the time unpaid, whether or not the same shall have previously become due, and all interest which shall at that time have accrued on the said principal and be unpaid, without discrimination or preference, but ratably to the aggregate amount of such unpaid principal and accrued and unpaid interest; and if, after payment of the same in full, a surplus shall remain, shall pay over such surplus to the Mortgagor, its successors or assigns, or as any Court of competent jurisdiction shall order.

And it is hereby declared and agreed, that the receipt of the Trustee, its successor or successors, shall be a sufficient discharge to the purchaser or purchasers of the property which shall be sold as aforesaid for his or their purchase money, and that such purchaser or purchasers, his or their heirs, executors or administrators, shall not, after payment thereof, and having such receipt be liable to see to the application of such purchase money upon or for the trusts or purposes of these presents, or be in any manner whatever answerable for any loss, misapplication or non-application of such purchase money, or any part thereof, or be obliged to inquire into the necessity or expediency or authority of or for any such sale.

It is understood and agreed, that the provisions herein contained are cumulative to all other provisions of law and equity for the benefit of the holders of bonds secured by this indenture.

Article Seventh. At any sale of the aforesaid property or any part thereof, whether made by virtue of the power herein granted, or by judicial authority, the Trustee, its successor or successors may, in its or their discretion, bid for and purchase, or cause to be bidden for and purchased, the property so sold, or any part thereof, in behalf of the holders of the bonds secured by this instrument (hereinafter referred to as bondholders) and then outstanding in the proportion of the respective interests of such bondholders at a reasonable price, if but a portion of such property shall be sold; or if all of it be sold, at a price not exceeding such price or sum as, after deducting all such allowances, expenses, charges, liabilities, payments, and outgoings as may be payable, out of the purchase money in preference or priority to the said bonds, and the interest thereon, shall suffice to pay and

satisfy the whole amount of such bonds then outstanding, with the interest accrued thereon.

Article Eighth. In case the Mortgagor or its successors shall make default in the payment of any interest on any of the said bonds, according to the tenor thereof, or of the coupons thereto annexed, and such default shall continue for the period of three months, or default in the observance or performance of any other covenant or condition herein required to be kept or performed by the Mortgagor and any such last mentioned default shall continue for a period of three months after written notice thereof from the Trustee or from the holders of five per cent in amount of the bonds secured hereby then and thereupon the principal of all of the said bonds shall, at the election of the Trustee, its successor or successors, to be signified to the Mortgagor or its successors, by writing, under its or their hand or hands, become immediately due and payable.

Provided, nevertheless, that at any time after such default shall have been so made, and have so continued as aforesaid, and before the actual repayment of the principal it shall be lawful for the majority in interest of the existing bondholders for the time being, by an instrument under their hands and seals, to direct the Trustee, its successor or successors, either forthwith to exercise the said power of declaring the principal of said bonds or obligations due and payable, or to waive the exercise of the said power (if unexercised), or to withraw and annul the exercise thereof (if exercised), either absolutely or with the consent of the Mortgagor, or its successors, on such terms as may be directed by the said majority by the same instrument; and said Trustee shall comply with such directions, and it is hereby provided that no action taken by the Trustee, its successor or successors, or by the bondholders under this article, shall prejudice or affect the powers or rights of the Trustee, its successor or successors, or of the bondholders thereunder, in the event of subsequent default.

Article Ninth. And it is further covenanted and agreed by and between the parties hereto, that if, in case of any sale of the property aforesaid pursuant to the terms and conditions herein expressed and declared, and whether such sale shall be made in execution of the power of sale hereby granted, or under and pursuant to the decree of any Court of competent jurisdiction, the holders of a majority of the then outstanding bonds hereby secured shall in writing so request the Trustee, its successor or successors, it shall thereupon become the duty of the Trustee, its successor or successors, upon being properly indemnified against loss or damage by reason of so doing, and upon being satisfactorily

compensated for its services, and they are hereby respectively authorized and empowered to purchase the said property at such sale, for the use and benefit of the holders of the said bonds then outstanding as aforesaid; and upon such sale being made as aforesaid, the legal estate, right and title to the property so purchased shall become and be wholly invested in the Trustee, its successor or successors, and no bondholder shall thereafter have any right, title or interest, legal or equitable, in or to said property and premises or the proceeds thereof, except as he shall be entitled to share *pro rata* in the said property, premises and proceeds as the same shall be conveyed to, taken and held by a new company or corporation, representing the holders of such outstanding bonds, to be formed and organized for the use and benefit of such bondholders.

And it is further covenanted and agreed by and between the parties hereto that, in the event of such default and sale, the Trustee, its successor or successors, upon being reasonably indemnified in the premises, may, and they are hereby authorized and empowered to take such lawful measures as by the holders of a majority of such outstanding bonds shall be requested, in writing, for the organization and incorporation of a new company or corporation for the benefit of the holders of such outstanding bonds; and that such new company or corporation shall be organized or incorporated on such terms, conditions and limitations and in such manner as the holders of a majority of such outstanding bonds hereby secured shall, in writing, request or direct; and the said Trustee, its successor or successors, having purchased the said property and premises as aforesaid, after payment of all its charges hereunder, shall thereupon convey the same to such new company or corporation by such deed or deeds, conveyance or conveyances, as shall be sufficient and effectual in law to vest and confirm the said property and premises in and to the said new company or corporation.

And it is understood and agreed that the provisions of this article are cumulative to all other provisions of law for the incorporation of the bondholders and the acquisition by them of the property and premises aforesaid.

Article Tenth. The Mortgagor covenants with the Trustee that it will at all times keep the buildings, machinery and other insurable property covered by this mortgage, insured against loss or damage by fire to such an amount sufficient to cover the value thereof as may be deemed resonable by the Mortgagor. All of said insurance shall be made payable to, and the policies therefor delivered to, the Trustee. All moneys received by the Trustee from such

insurance shall be held by it as security for the payment of the principal and interest of the bonds and coupons secured hereby, *provided, however,* that in case the Mortgagor shall, within a reasonable time, reconstruct, replace or repair the property damaged or injured, or make other permanent improvements equivalent to such reconstruction or repair upon the mortgaged property, then the Trustee shall pay over to the Mortgagor, from time to time, such portion of said insurance money as shall equal the cost of such repairs, replacements, or improvements, as shown by vouchers submitted by the Mortgagor to the Trustee, and such vouchers shall be sufficient authority to said Trustee to make such payments. Such portion of said insurance money as is not paid over to said Mortgagor for repairs, replacements or improvements shall be held by the Trustee, under the same trusts as the other property hereby conveyed. In case said Mortgagor fail at any time to keep said property insured to a sufficient amount, the Trustee may itself cause insurance to be placed upon the mortgaged property, and, in such case, the Mortgagor shall repay, upon demand, to said Trustee the expense thus incurred, together with interest thereon from the time of its expenditure by the Trustee, and the amount of said expenditure and interest until paid shall constitute a part of the indebtedness secured by these presents.

The trustee shall not be responsible for the amount of insurance or its sufficiency, or be required to effect insurance unless upon written request of the holders of one-twentieth part of the bonds then outstanding, and also upon being placed in funds and indemnified against loss to its reasonable satisfaction.

Article Eleventh. It is further covenanted and agreed by and between the parties hereto, that in case the said Mortgagor shall at any time desire to change, alter or depart from the location of the approach to said railroad bridge aforesaid, or any part thereof, so as aforesaid laid out and located, and to lay out, locate, build and construct the approach aforesaid, or any part thereof, upon lines other than and in substitution for the lines so as aforesaid now laid out and located, and shall for that purpose become the owner of, and acquire by purchase, lease or otherwise, lands, rights of way, or roadbeds, or property of any description not herein and hereby particularly described and conveyed, the parties hereto shall have full power and authority, to be exercised, however, only in the discretion of the Trustee, for and in place of any part of the approach, lands, rights of way and property hereby conveyed, which, in the judgment of the Trustee, shall by reason of such change or alteration of,

or departure from, the location aforesaid, become no longer necessary or required to be used by the Mortgagor for its said railroad bridge or approach, to exchange and substitute such other lands, rights of way, roadbeds, and property of every description, as may be acquired by or come into the possession of the Mortgagor by purchase, lease or otherwise, for the purpose of effecting such change, alteration or departure, and to enter into, make, execute, deliver, and accept all agreements, deeds, conveyances or releases which may be necessary or proper to effect such change or substitution, and to and for the release and discharge from the lien and operation of these presents of such part as aforesaid of the premises hereby conveyed, and the conveyance unto and vesting in the Trustee of the property as substituted therefor, so that the same shall be subjected to the lien and operation hereof, as fully and effectually as if the same were herein and hereby particularly set forth, described and conveyed; said Trustee, upon request in writing from said Mortgagor, to such effect and containing a description of the property to be substituted herefor, may, in its discretion, release said property from the lien hereof, and shall be under no liability to any holder of bonds hereby secured, for any depreciation in the value of the security hereby created by reason of any release so given, nor for exercising its discretion as hereinbefore provided.

A certificate, signed and verified by the president and the treasurer or auditor of the Mortgagor, shall be received and may be accepted by the trustee as conclusive evidence of any facts necessary to authorize the Trustee to assent to any sale or disposition of property hereunder, and to execute a release as above provided, and shall be full authority to the Trustee for its action based thereon.

Article Twelfth. And it is further covenanted and agreed by and between the parties hereto, that whenever and as often as any contingency or occasion shall arise for the action, as herein provided, of any part of the holders of such outstanding bonds, such bondholders may, and they are hereby authorized and empowered to, signify their request in writing aforesaid by writings over their respective signatures in any number of parts or duplicates, said signatures to be acknowledged before a notary public or like officer.

Article Thirteenth. The Mortgagor doth hereby further covenant and agree to and with the Trustee, its successor or successors in this trust, that the Mortgagor shall, at all times hereafter, keep at the Mortgagor's office or agency, in the city of New York, a book or books, which shall be respectively designated " Register of Bonds," and that any holder of any of the bonds issued under the provisions of this

indenture may there register his bond upon presenting the same; and that, when a bond is so registered in the name of any such person, such person shall be deemed and regarded as the owner of such bond, and that all payments of principal thereon shall thereafter be made to him or his order only, and that such payment to him or his order shall be valid payments of such principal, and a discharge to the Mortgagor to the extent of the sum so paid; and also that such registry may be changed upon presentation of the bond with the written order of the person in whose name it is registered, properly authenticated, to the name of such person as may, by said written order, be designated for the purpose, and he shall thereafter be deemed and regarded as the owner of the bond under the same circumstances and conditions, and with the same rights as the prior owner, including the right to change the registration in manner aforesaid, and so from time to time, as the owner for the time being may desire, and that the registered holder may also have the right to register the bond as payable to bearer, in which case the bond shall be payable to the holder presenting the same, and any holder of a bond so registered, as payable to bearer, may again cause it to be registered in his name with the same effect as the first registration, and successive registrations, may, in the same manner, be made from time to time, as may be desired.

Article Fourteenth. The trustee for itself and its several successors hereby accepts the trust and assumes the duties herein created and imposed upon it, but only upon the terms and conditions hereof, including the following, to all of which the Mortgagor and the holders of the bonds issued hereunder severally agree, to wit:

(*a*) The recitals of fact contained herein and in the said bonds issued hereunder shall be taken as made by the Mortgagor solely, and the Trustee shall not be accountable in respect thereof; but the Mortgagor covenants and warrants that each and every such recital of fact is true to every intent and purpose;

(*b*) The Trustee shall not be accountable in respect of the execution or validity hereof or of the bonds issued or to be issued hereunder, nor in respect of the value or sufficiency of the security provided hereby, nor in respect of the title of the Mortgagor to the property hereby mortgaged or intended so to be, which may at any time become subject to this instrument;

(*c*) The Trustee shall be under no duty to file or record or cause to be filed or recorded this instrument as a mortgage, conveyance or transfer of real or personal property, or otherwise, or to re-file or re-record or

renew the same, or to procure any further, other or additional instruments of further assurance, or to do any other act which may be suitable to be done for the better maintenance or continuance of the lien or security hereof, or for giving notice of the existence of such lien, or for extending or supplementing the same;

(*d*) It shall be no part of the duty of the Trustee to see to the payments of any tax, assessment or other governmental charge which may be levied, assessed or imposed against the Trustee or against the Mortgagor or against the property hereby mortgaged, or against the owners of the bonds issued hereunder and the coupons pertaining thereto, or to see to the insurance of the mortgaged property as herein provided, or to inquire concerning the responsibility of insurers, or to see to the performance or observance of any of the covenants or agreements of the Mortgagor herein set forth;

(*e*) The Trustee shall be under no obligation or duty to perform any act hereunder or to institute or defend any suit in respect hereof, unless reasonably indemnified to its satisfaction. The Trustee shall not be required to take notice, or be deemed to have knowledge, of any default of the Mortgagor hereunder, and it may conclusively assume that there has been no such default unless and until it shall have been specifically notified in writing of such default by the Mortgagor or the holders of not less than five per cent (5%) in interest of the bonds then outstanding hereunder, in which case it may conclusively assume that the default specified in such notice has occurred and has continued for the period, if any, therein specified, and the Trustee shall incur no liability in acting on such assumption;

(*f*) Except as herein otherwise expressly provided the Trustee shall not be bound to recognize any person as the holder of a bond issued hereunder unless and until his bond is submitted to the Trustee for inspection, if required, and his title thereto satisfactorily established if disputed;

(*g*) The Trustee shall be protected in acting upon any notice, request, consent, certificate, bond or other paper or document believed by it to be genuine and to have been signed by the proper party or parties. Whenever the existence or non-existence of any fact or other matter necessary to be determined by the Trustee under the provisions hereof, and as to the

determination of which the method of evidence or proof is not herein specifically provided, the Trustee shall be protected, in acting or refraining from acting under any provision of this instrument, in relying upon a certificate as to the existence or non-existence of any such fact or matter, signed by the president or one of the vice-presidents and the clerk or one of the assistant clerks or the treasurer or one of the assistant treasurers of the Mortgagor. Except as herein otherwise specifically provided, whenever provision is made herein for any request, direction, authorization or order of the Mortgagor, the same shall be expressed by resolution of its board of directors, and the adoption of such resolution shall be evidenced to the Trustee by a copy thereof certified as such by the clerk or one of the assistant clerks of the Mortgagor;

(*h*) The trustee may advise with legal counsel, and any action under this instrument taken or suffered in good faith by the Trustee in accordance with the opinion of such counsel shall be conclusive on the Mortgagor and on all holders of the bonds and coupons outstanding hereunder, and the Trustee shall be fully protected in respect thereof;

(*i*) The Trustee shall not be liable for any error of judgment nor for any act done or step taken or omitted by it nor for any mistake of fact or law nor for anything which it may do or refrain from doing in connection herewith; except only for its own wilful default;

(*j*) The Trustee may execute any of the trusts or powers hereof and perform any duty hereunder itself or by or through its attorneys, agent or employees, and it shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys, agent or employees, if reasonable care has been exercised in appointment and retention;

(*k*) The Mortgagor from time to time shall pay to the Trustee a reasonable compensation for all services rendered hereunder, and the Mortgagor shall also pay all the reasonable charges, counsel fees and other disbursements of the Trustee; and those of its attorneys, agents and employes, incurred in and about the administration of the trusts hereby created, and the performance of its powers and duties hereunder. In default of such payments by the Mortgagor, the Trustee shall have a lien therefor on the trust estate and the proceeds thereof paramount to the lien of the bonds issued hereunder;

(*l*) The Trustee shall likewise have a paramount lien on the trust estate and the proceeds thereof to indemnify and protect it from any liability, charge or expense incurred by it in connection with the administration of the trusts hereby created, including more particularly, but not thereby diminishing or impairing the general character of this provision; (1) any liability or indebtedness contracted by it or arising by damage to property or injury to persons during any period wherein the Trustee or its agents or employees shall be in possession of the mortgaged property, as in this indenture provided; and (2) any liability incurred by reason of any deduction from any sums of money received by it as Trustee hereunder, whether for the purpose of the payment of the interest upon the bonds issued hereunder, or otherwise, required of or imposed upon it by any law now existing or hereinafter enacted of the United States or of any state or municipality therein in respect of any tax, assessment or charge upon the holders of said bonds or of any of the coupons pertaining thereto.

The Trustee may resign from the trust herein by giving thirty day's written notice to the Mortgagor, whereupon such resignation shall take effect. And it is further mutually agreed that in case of the resignation, removal, incapacity, refusal or inability for any other reason, of the Trustee to act in the execution of the trust hereby created, then the holders of a majority in interest of said bonds hereby secured then outstanding may select and designate in writing another incorporated trust company competent to act in the place of the Trustee to execute said trust, and the corporation so selected shall have and possess and be vested with the same rights and powers as a Trustee, as it would have had and possessed or been vested with had it originally been made a party to this indenture; and the Mortgagor and Trustee hereby covenant to make, execute and deliver all such other or further instruments, deeds, or indentures, as may be necessary to enable the corporation so appointed, to execute the trust hereby created, and a successor or any such new Trustee may be appointed in like manner, as often as a vacancy in said trust, for either of the causes above mentioned, shall occur.

Article Fifteenth. The Mortgagor hereby agrees exclussively for the benefit of the bonds secured hereby to maintain said railroad bridge and its approaches hereto and the equipment thereof in good condition, and to promptly repair said bridge and approach and equipment, or any

portion thereof which may be damaged, and to promptly replace the same or any portion thereof which may be destroyed. The Mortagor hereby further agrees, exclusively for the benefit of the bonds secured hereby, that it will punctually pay or cause to be paid the bonds hereby secured and the interest thereon according to the terms thereof, and all taxes, levies and assessments, mechanics', labourers', or other liens, created, laid, imposed or assessed or which may hereafter be created, laid, imposed or assessed upon the premises, franchises or property hereby conveyed or intended so to be, and will also pay all expenses incurred by the Trustee in the execution of the trust hereof and will, at its own cost and expense record this mortgage and do or cause to be done all things necessary to preserve and keep valid and intact the priority of the lien or incumbrance hereby created.

Article Sixteenth. And it is further mutually covenanted and agreed by and between the parties hereto that in case this mortgage shall be foreclosed in any of the modes prescribed by law for the foreclosure of mortgages, or in case the property and premises aforesaid shall be sold in execution of any power hereby granted, or under and pursuant to the decree of any Court of competent jurisdiction, so that in the absence of the agreement in this Article contained, any equity or right of redemption would be secured by law to the Mortgagor or to any person claiming under the Mortgagor for a longer time than one year such equity or right of redemption shall nevertheless and notwithstanding not continue nor be exercised beyond the period of one year in lieu of such longer time, and that after the expiration of said period of one year such equity or right of redemption shall be forever foreclosed.

Article Seventeenth. The Mortgagor shall, from time to time, and at all times hereafter, as often as thereunto requested by the Trustee, its successor or successors, execute, acknowledge and deliver all such further deeds, conveyances and assurances in the law, for the better assuring unto the Trustee, its successor or successors in the trust hereby created upon the trusts herein expressed, the railroad bridge, equipments and appurtenances, and the premises and property hereinbefore conveyed or intended so to be, as by the Trustee, its successor or successors, or its or their legal counsel shall be reasonably advised, devised or required, *provided, always*, and this grant and conveyance is upon the express condition that upon the payment in full of bonds hereby secured, and the interest due thereon, and upon payment of all costs, charges and expenses incurred by the Trustee, then the estate, title and interest

hereby granted, shall cease, determine and be void, and the Trustee, its successor or successors in this trust, shall convey, assign, transfer and deliver over to the Mortgagor and its successors all the said railroad bridge, its equipments and appurtenances, and all the property, real, personal and mixed remaining in its possession belonging to the Mortgagor, and shall duly execute and deliver to the Mortgagor a proper release or satisfaction of this mortgage.

Provided, however, that the Mortgagor shall have the right upon the maturity of the bonds, to deposit with the Trustee, to the credit of the holder or holders of any bonds which shall not be presented for payment and paid, the amount due thereon for principal and interest, and thereupon the Trustee shall make such conveyance, assignment, transfer and delivery and shall execute and deliver such release or satisfaction of this mortgage to the Mortgagor.

The holder or holders of said bonds and coupons not presented for payment as aforesaid shall be entitled to no interest upon the money so deposited from the time when said bonds may be payable.

Article Eighteenth. The entire issue of the bonds secured hereby may be paid off and redeemed at the election of the Mortgagor on September first, 1916, or on any interest date thereafter at their face value and a premium of ten per centum and the accrued interest to such redemption date; provided that notice of such election shall have been given by the Mortgagor by publication in at least one daily newspaper of general circulation in the borough of Manhattan, city of New York, and in at least one daily newspaper of general circulation in the city of Bangor, Maine, once a week for four successive weeks—the first publication to be made not less than thirty days and not more than forty days prior to the interest day designated in such notice as the date on which such payment and redemption is to be made, stating such election on the part of the Mortgagor, and that the interest on the bonds secured hereby will cease on said next ensuing interest day, and requiring that said bonds be then presented at the office of the Trustee for payment and redemption. A similar notice shall be sent by the Mortgagor through the mails, postage prepaid, at least thirty days prior to such redemption date, to registered holders of said bonds whose addresses shall appear upon the Transfer Register, to the addresses there given.

Notice having been so given, the bond secured hereby shall on September 1st, 1916, or on the later interest day designated in such notice, become due and payable at the face value, with a premium of ten per centum and accrued interest to the date of redemption so designated, and from

and after the date of redemption so designated (unless the Mortgagor shall make default in payment of said bonds), interest on said bonds shall cease, and, on presentation of said bonds, in accordance with said notice, at the place of payment, with the coupons maturing on said redemption day and subsequent coupons, said bonds shall be paid by the Mortgagor at the rate aforesaid with accrued interest to such interest day. If not so paid on presentation thereof said bonds shall continue to bear interest at the rate expressed therein until payment.

On deposit with the Trustee of the amount necessary so to redeem all outstanding bonds secured hereby, together with proof that said notice of redemption has been given by publication and by mail as above provided, and on payment to the Trustee of all costs, charges and expenses in relation thereto, the Trustee shall cancel and satisfy this indenture. The Trustee shall apply the moneys so deposited with it to the payment of the bonds secured hereby at the rate aforesaid with accrued interest to the interest day designated for redemption.

Article Nineteenth. On or before the first day of June, 1916, and thereafter on or before the first day of June in each year, the Mortgagor will pay to the Trustee at its office in the city of New York, in gold coin of the United States of or equal to the present standard of weight and fineness the sum of $4,400 as a Sinking Fund.

The Mortgagor may make payment of the whole or any part of the Sinking Fund due in any year by delivering to the Trustee any of the bonds secured hereby, accompanied by all unmatured coupons appertaining thereto, reckoning each bond at the face value thereof.

All moneys received by the Trustee for account of the Sinking Fund shall be applied by the Trustee, as they are from time to time received, to the purchase of bonds secured hereby in the open market or by inviting tenders or otherwise as in the judgment of the Trustee may be reasonably practicable, at prices not exceeding par and a premium of ten per cent and accrued interest, and, to the extent to which at the time of drawing by lot for the purposes of the Sinking Fund such purchases shall not have been made by the Trustee, to the purchase at such premium of ten per cent of bonds secured hereby to be designated for that purpose by the Trustee by lot.

Drawings by lot for the purpose of the Sinking Fund shall be made by the Trustee between the 1st day of July and the 15th day of July in each year, beginning with the year 1916, in such manner as the Trustee may, in its unrestricted

discretion, determine from the numbers of the bonds then outstanding.

Notice of any such drawing specifying the distinctive numbers of bonds so drawn, shall be published by the Trustee at the Mortgagor's expense at least once in each week for four successive weeks in at least one daily newspaper of general circulation published in the borough of Manhattan, in the city of New York, and in at least one daily newspaper of general circulation published in the city of Bangor, Maine—the first publication to be made not later than the 1st day of August next succeeding such drawing.

A similar notice shall be sent by the Trustee through the mails, postage prepaid, on or before such 1st day of August, to each registered holder of bonds so drawn, at the address last furnished by him to the Mortgagor. The bonds so drawn shall be purchased at a premium of ten per cent. upon the 1st day of September next following the day of such drawing, and from and after such 1st day of September, the holder thereof shall cease to be entitled to interest thereon.

Bonds drawn for purchase for the Sinking Fund must be presented with all coupons maturing after the day on which they are so to be purchased, and shall be paid for upon presentation thereof on and after such day designated for purchase, at the office or agency of the Trustee in the City of New York.

All bonds acquired by means of the Sinking Fund shall be registered in the name of the Trustee and be appropriately stamped by the Trustee as no longer negotiable and as belonging to the Sinking Fund, but such bonds shall not be cancelled and shall continue to bear interest, and the Trustee shall collect the interest thereon, as such interest matures and the amount so collected and the interest on any unpresented bond at any time designated for purchase for the Sinking Fund and accruing after the date on which they are to be so purchased, shall also become a part of the Sinking Fund, as shall the interest, if any be allowed, on moneys in the Sinking Fund while in the hands of the Trustee unapplied. The Mortgagor may at any time make additional payments to the Trustee for the purpose of the Sinking Fund.

All bonds in the Sinking Fund shall be so held for the further security of the outstanding bonds. All moneys held in the Sinking Fund under any of the provisions of this Article shall similarly be held by the Trustee for the further security of the outstanding bonds until applied to the purchase by the Trustee of bonds for the Sinking Fund, or until the designation by lot of bonds for purchase; but from

and after any designation by lot of bonds for purchase, such moneys shall to the extent required to effect such purchase of the bonds so designated, be held for the payment of the purchase price of the bonds so designated for purchase.

When the principal and interest of all other bonds shall have been paid in full, or moneys deposited for their redemption, in accordance with Article Eighteenth, and all payments to the Trustee or otherwise called for by any of the provisions of this Indenture shall have been made by the Mortgagor, the Trustee shall on written demand pay the Mortgagor at the office of the Trustee in the city of New York all moneys held in the Sinking Fund, and all the bonds held in the Sinking Fund shall forthwith be cancelled by the Trustee, and having been so cancelled, shall thereafter be physically destroyed in the presence of a representative of the Trustee and of a representative of the Mortgagor who shall, respectively, execute in duplicate, a certificate attesting such destruction, and deliver one counterpart to the Mortgagor, and one counterpart to the Trustee.

No expenses in connection with the administration of the Sinking Fund of any character, shall be charged against moneys in the Sinking Fund, but all such expenses shall be paid by the Mortgagor.

Bonds held in the Sinking Fund shall not be deemed outstanding (*a*) for the purpose of drawings for purchase under this Article; or (*b*) for the purpose of redemption under Article Eighteenth; or (*c*) in determining the amount of bonds prescribed for any action by bondholders under any of the provisions of this indenture.

Article Twentieth. Nothing contained in this indenture or in any bond secured thereby shall prevent any consolidation or merger of the Mortgagor with any other corporation or any sale, conveyance, transfer or lease, subject to the continuing lien of this indenture and to all the provisions thereof, of all or any part of the mortgaged premises, to any corporation lawfully entitled to acquire the same; *provided, however*, that such consolidation, merger, sale, conveyance, transfer or lease shall be upon such terms as to preserve and not impair the lien and security of this indenture, or of any of the rights or powers of the Trustee or of the holders of the bonds hereby secured.

Article Twenty-first. No recourse under or upon any obligation, covenant or agreement contained in this indenture, or any bond or any coupon hereby secured, or under any judgment obtained against the Mortgagor or otherwise, shall be had against any incorporator, stockholder, officer or director of the Mortgagor, or of any successor corporation, either directly or through the Mortgagor, by the en-

forcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise. This indenture and the obligations hereby secured are solely corporate obligations and no personal liability whatever shall attach to or be incurred by the stockholders, directors or officers of the Mortgagor or of any successor corporation or any of them, under or by reason of any of the obligations, covenants or agreements contained in this indenture or in any of the bonds or coupons hereby secured, nor shall any such personal liability be implied therefrom; and any and all personal liability of every name and nature, either at common law or in equity, or by statue or constitution, of every such stockholder, officer or director, is hereby expressly waived as a condition of, and consideration for the execution and issue of this indenture and of said bonds and coupons. Nothing in this Article contained shall, however, affect any liability created under any agreement of guaranty made and executed by any stockholder or stockholders, who shall guarantee either jointly or severally, the payment of the Mortgagor of the principal and interest of the bonds issued under this indenture.

Article Twenty-second. The Mortgagor covenants with the said Trustee, its successors in said trust and its assigns, that it will warrant and defend the aforegranted railroad bridge, franchises and other property herby conveyed or intended so to be, unto the Trustee aforenamed, its successors in said trust and its assigns, against the lawful claims and demands of all persons.

In witness whereof, the Mortgagor has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed, and the same to be attested by the signatures of its President and Treasurer; and the Trustee to evidence its acceptance of the trust hereby created, has also caused its corporate name to be subscribed and its corporate seal to be hereunto affixed, and the same to be attested by the signatures of its President or Vice-President and Secretary or Assistant Secretary the day and year first above written, in duplicate.

VAN BUREN BRIDGE COMPANY,
By
PERCY R. TODD,
President.

[SEAL].

Attest:
WALTER A. DANFORTH,
Treasurer.

Signed, sealed and delivered by Van Buren Bridge Company in presence of

JOHN HENRY HAMMOND.

UNITED STATES MORTGAGE AND TRUST COMPANY,
By
CALVERT BREWER,
Vice-President.

[SEAL.]

Attest:
R. L. CERERO,
Ass't Secretary.

Signed, sealed and delivered by United States Mortgage and Trust Company in presence of

JOHN HENRY HAMMOND.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 29.

An Act respecting The Van Buren Bridge Company.

First reading, February 11, 1915.

(PRIVATE BILL.)

MR. MICHAUD.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 30.

An Act to amend the Railway Act.

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

1. The *Railway Act*, chapter 37 of the Revised Statutes, 1906, is hereby amended by inserting the following section immediately after section 146:—

Regulation of stock and bond issues in certain cases by Railway Board.

"**146A.** Notwithstanding anything in any special or other Act, or other section of this Act, no company, whether heretofore or hereafter incorporated, shall, unless heretofore authorized by the Governor General in Council, issue any stock, shares, certificates of stock, bonds, debentures, debenture stock, notes, mortgages or other securities or evidences of indebtedness payable more than one year after the date thereof or issued otherwise than solely for money consideration, without first obtaining leave of the Board for such issue.

Powers of Board.

2. The Board as it deems the circumstances warrant, may refuse or may grant leave for the proposed issue or may grant leave for such part thereof as it is satisfied is reasonable and proper, and may in any case impose any terms or conditions it may deem proper, and may, if it deems the circumstances warrant, specify a price below which such issue shall not be sold, and may specify the purposes for which the proceeds of the issue are to be used, or may provide for the application of such proceeds to such uses as the Board by subsequent order shall specify, and may order that such proceeds shall be so deposited or dealt with as the Board may direct, and may require an accounting to be given for any such proceeds.

Limitation of effect of leave.

3. No leave or order of the Board under this section shall be deemed or taken to constitute any guarantee or representation as to any matter dealt with therein, or to preclude the Board from dealing as it may deem proper with any question of tolls or rates."

2. The said Act is further amended by adding the following subsection at the end of section 256:—

Passage-way for public under or beside bridge.

"6. Upon the application of any municipality or municipalities interested, the Board may, where it deems it reasonable and proper, require the company to construct under or alongside of its track upon any bridge being constructed, reconstructed or materially altered by the company a passage-way for the use of the public either as a general highway or as a foot-way, the additional cost to the company of constructing, maintaining and renewing which, as fixed by or under the direction of the Board, shall be paid by the municipality or municipalities as the Board may direct, and the Board may impose any terms or conditions as to the use of such passage-way or otherwise which it deems proper, anything in this Act or in any special Act to the contrary notwithstanding."

30.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 30.

An Act to amend the Railway Act.

First reading, February 11, 1915.

MR. MACLEAN, (York).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 31.

An Act respecting The British Columbia Southern Railway Company.

WHEREAS The British Columbia Southern Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1903, c. 87; 1904, c. 52; 1906, c. 66; 1908, c. 87; 1909, c. 54; 1911, c. 46; 1913, c. 74.

1. The British Columbia Southern Railway Company may within two years after the passing of this Act commence the construction of the railway authorized by section 1 of chapter 54 of the statutes of 1909, and may within five years after the passing of this Act complete the said railway, and if within the said periods respectively the said railway is not so commenced or is not so completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Extension of time for construction.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 31.

An Act respecting The British Columbia Southern Railway Company.

First reading, February 12, 1915

(PRIVATE BILL.)

MR. TAYLOR.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 32.

An Act to incorporate The Brulé, Grand Prairie and Peace River Railway Company.

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

Incorporation.

1. Donald Robert McDonald, contractor, of the village of Alexandria, in the province of Ontario, Chilian Longly Hervey, of the city of Montreal, in the province of Quebec, civil engineer, and Robert Hatfield Pringle, agent, Thomas A. Burgess, barrister-at-law, and Louis Coté, barrister-at-law, all three of the city of Ottawa, in the county of Carleton, in the province of Ontario, together with such persons as become shareholders in the company, are incorporated under the name of "The Brulé, Grand Prairie and Peace River Railway Company," hereinafter called "the Company."

Name.

Provisional directors.

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

Capital stock.

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

Preference stock.

4. The Company, if previously authorized by a resolution passed by the ordinary shareholders at any annual meeting or at any special general meeting duly called for that purpose, at which meeting shareholders representing at least three-fourths in value of the subscribed ordinary stock of the Company are present or represented by proxy, may issue any portion of its capital stock as preference stock,

and preference stock so issued shall have such preference and priority, as respects dividends or otherwise, over ordinary stock as is declared by such resolution.

Preference shareholders.

2. Holders of such preference stock shall be deemed to be shareholders within the meaning of this Act and of the *Railway Act*, and shall, in all respects other than the preference and priority provided by this section, possess the rights and be subject to the liabilities of such shareholders.

Head office.

5. The head office of the Company shall be at the city of Edmonton, in the province of Alberta.

Annual meeting.

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

Directors.

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

Railway authorized.

8. The Company may lay out, construct and operate a railway, of the guage of four feet eight and one-half inches, commencing at a point in the province of Alberta at Brulé Lake, on the main line of The Grand Trunk Pacific and Canadian Northern Railways, thence north westerly to Grand Prairie, thence north westerly to a point in the province of British Columbia, connecting with the terminus of The Pacific and Great Eastern Railway at or within the Peace River Block; also, commencing at Grand Prairie in the province of Alberta, thence northerly to The Pacific, Peace River and Athabasca Railway at or near the point where the said railway crosses the Montagneuse River, passing at or near Spirit River Settlement and crossing the Peace River at or near Dunvegan, approximately four hundred miles in all.

Consent of municipalities.

9. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and if there is no such municipality, then without first obtaining the consent of the authority having jurisdiction over such highway, street or other public place, and upon the terms to be agreed upon with such municipality, or such other authority.

Telegraphs and telephones.

10. The Company may, subject to the provisions of the *Railway Act*, construct and operate telegraph and telephone lines upon its railway, and establish offices for and under-

take the transmission of messages for the public, and collect tolls therefor; and for the purposes of operating such lines, or exchanging or transmitting messages, may, subject to the provisions of the *Railway Act*, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own lines to, any such companies.

Tolls.

2. No toll or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such tolls and charges.

R.S., c. 126.

3. Part II of the *Telegraphs Act*, except such portions thereof as are inconsistent with the *Railway Act*, or with this Act, shall apply to the telegraphic business of the Company.

Securities.

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

Borrowing.

12. In addition to the securities authorized by section 11 of this Act, the directors, if previously authorized as prescribed by section 136 of the *Railway Act*, may, from time to time, borrow moneys for the acquisition, construction, extension or development of any such properties, assets or works, other than the railway, as the Company is authorized to acquire, construct or operate; and to provide for the repayment of moneys so borrowed, may issue bonds, debentures, debenture stock, perpetual or terminable, or other securities; but such bonds, debentures, debenture stock or other securities shall not exceed in amount the value of the properties, assets or works, in respect whereof the issue is made.

Vessels, wharfs, docks, etc.

13. The Company may, for the purposes of its undertaking, construct, acquire, charter and navigate steam and other vessels for the conveyance of passengers, goods and merchandise, and may construct, acquire and dispose of wharfs, docks, elevators, warehouses, offices and other structures to be used to facilitate the carrying on of business in connection therewith, and may carry on the business of warehousemen and wharfingers, and charge wharfage and other dues for the use of any such property.

Electric and other power.

14. For the purposes of its undertaking and subject to the provisions of section 247 of the *Railway Act*, the Company may acquire, but not by expropriation, electric or

other power or energy, and transmit and deliver the same to any place in the municipalities through which the railway has been constructed; and may receive, transform, transmit, distribute and supply such power or energy, in any form, and may dispose of the surplus thereof, and may collect rates and charges therefor; but no such rate or charge shall be demanded or taken until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such rates and charges.

Consent of municipalities for lines upon highways, etc.

15. Nothing in this Act or in the *Telegraphs Act* shall authorize the Company to construct or operate any telegraph or telephone lines, or any lines for the purpose of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Company's works and not required for the undertaking of the Company, upon, along or across any highway, street, or public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street, or public place, or, if there is no such municipality, then without first obtaining the consent of the authority having jurisdiction over such highway, street, or public place, and upon terms to be agreed upon with such municipality, or other such authority, or to sell, dispose of or distribute power or energy within or for use within the limits of any municipality, without the consent, expressed by by-law, of such municipality, or such other authority.

Agreements with other companies.

16. Subject to the provisions of sections 361, 362 and 363 of the *Railway Act*, the Company may, for any of the purposes specified in the said section 361, enter into agreements with The Grand Trunk Pacific Railway, The Canadian Northern Railway, The Pacific and Great Eastern Railway, or The Pacific, Peace River and Athabasca Railway Companies, or any of them.

32.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 32.

An Act to incorporate The Brulé, Grand Prairie and Peace River Railway Company.

First reading, February 12, 1915.

(PRIVATE BILL.)

MR. BENNETT, (Calgary).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 33.

An Act to confirm certain agreements made between The Canadian Northern Ontario Railway Company, The Georgian Bay and Seaboard Railway Company, and The Campbellford, Lake Ontario and Western Railway Company.

WHEREAS The Canadian Northern Ontario Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1907, c. 72; 1908, c. 93; 1909, c. 63; 1910, c. 79; 1911, cc. 6, 57; 1912, c. 75; 1913, c. 92; 1914, cc. 79, 80.

Agreement regarding station and terminals at Orillia.

1. The agreement made between The Canadian Northern Ontario Railway Company and The Georgian Bay and Seaboard Railway Company, dated the first day of April, nineteen hundred and fourteen, a copy of which forms schedule A to this Act, is hereby ratified and confirmed and declared to be valid and binding on the parties thereto in all respects whatsoever as fully and completely as if the said agreement and each and every clause thereof were set out at length and enacted in this Act, and the parties to the said agreement and each of them is hereby authorized and empowered to do whatever may be necessary to give full effect to the provisions of the said agreement.

Agreement regarding station and terminals at Belleville.

2. The agreement made between The Canadian Northern Ontario Railway Company and The Campbellford, Lake Ontario and Western Railway Company, dated the first day of June, nineteen hundred and fourteen, a copy of which forms schedule B to this Act, is hereby ratified and confirmed and declared to be valid and binding on the parties thereto in all respects whatsoever as fully and completely as if the said agreement and each and every clause thereof were set out at length and enacted in this Act, and the parties

to the said agreement and each of them is hereby authorized and empowered to do whatever may be necessary to give full effect to the provisions of the said agreement.

SCHEDULE A.

This Agreement made in duplicate this first day of April, One thousand nine hundred and fourteen, between The Georgian Bay and Seaboard Railway Company, hereinafter called the "Seaboard Company", of the first part, and The Canadian Northern Ontario Railway Company, hereinafter called the "Northern Company", of the Second part.

Whereas the Seaboard Company has constructed a single track line of Railway from a point in Lot Thirty (30), Concession Two (2), Township of Mara, County of Ontario, Province of Ontario, situated four hundred and thirty feet (430′), measured in an easterly direction along the centre of the main track of the Seaboard Company from the intersection of said track with the main track of the Grand Trunk Railway Company in said lot, said point being marked "A" on plan attached hereto, and signed by the parties hereto for identification, thence in an Northwesterly Northerly, and Northeasterly direction, as shown on said plan, a distance of 5·59 miles through parts of the Township of Mara in said County and parts of the Township of South Orillia and Town of Orillia in the County of Simcoe, in said Province, to a point in Lot Two (2), Concession Six (6), Township of South Orillia, situated nine hundred and fifty two feet (952′) measured in an Northeasterly direction along the centre line of the main track of the Seaboard Company, from the intersection of said track with the southeasterly limit of said Lot Two (2), said point being marked "B" on said plan, including a single track bridge over the Narrows between Lakes Couchiching and Simcoe, and certain business tracks, sidings and switches, as shown in yellow on said plan, the said single track line of railway, bridge, business tracks, sidings and switches being hereinafter referred to as the "Joint Tracks";

And Whereas the Seaboard Company has constructed a passenger station and freight shed and established passenger and freight facilities at or near Mississaga Street, all as shown in green on the said plan;

And Whereas, in order to avoid as far as possible the duplication of railway lines through and in the vicinity of the said Town of Orillia, the Northern Company desires to have the use and benefit jointly and equally with the Seaboard Company of the said single track line of railway,

station, freight shed, business tracks, sidings and switches including the said bridge;

And Whereas the Seaboard Company has agreed thereto upon and subject to the terms, conditions and provisions hereinafter contained;

Therefore the parties hereto do hereby mutually covenant and agree as follows, that is to say:

1. The Seaboard Company shall, upon and subject to the terms and conditions hereinafter contained, and to the observance and performance thereof by the Northern Company, permit the Northern Company to connect, and during the continuance of this Agreement to maintain, the connection of its tracks with the joint tracks at the points indicated on said plan by the letters "A" and "B," and to operate its trains over the Joint Tracks and to have the benefit and enjoyment of the said passenger station and passenger facilities and freight shed and freight facilities of the Seaboard Company at Orillia, all upon the terms and conditions hereinafter particularly set out and in conjunction with the Seaboard Company and any other company or companies to which the Seaboard Company may give similar privileges. The Joint Tracks and the roadbed thereof, as coloured yellow on the said plan, and a strip of land occupied thereby, as coloured red upon the said plan, the said passenger station and passenger facilities and the said freight shed and freight facilities of the Seaboard Company, as coloured green upon the said plan, and the lands occupied thereby, as coloured red upon the said plan, and all additional lands, railway facilities and appurtenances as may, pursuant to Clauses Six, Seven or Eight hereof or by mutual agreement between the parties hereto be acquired or set apart or provided or constructed for the use or benefit of the parties hereto upon or under the terms of this agreement are hereinafter for the purposes of this Agreement referred to collectively as the "Joint Premises."

2. The Northern Company is to operate its own trains over the Joint Tracks with its own engines and train crews. It is understood that the Joint Tracks are to be used by the Northern Company solely for the purpose of operating thereover its freight and passenger trains, including switching and shunting movements incidental thereto.

3. The Seaboard Company is exclusively, except in respect of duties usually performed by trainmen, including train baggagemen, to perform all services in connection with the handling of all passenger, baggage and freight traffic at the said station and freight shed for both companies, such handling to include selling of tickets and the checking and handling of baggage, and billing of freight,

provided, however, that the Northern Company may if it so elects at any time during the continuance of this agreement appoint its own agent for the selling of tickets and suitable space shall be provided therefor at the said station by the Seaboard Company upon similar terms to those hereinafter contained in relation to the handling of express business. The express business of the Northern Company and the Canadian Northern Express Company is to be handled by the employees of such companies, and suitable space is to be provided therefor at the said station; the location and character of the said space to be determined by the parties hereto, but to be relatively equal to the space to be provided for the like purpose for the Seaboard Company or the Dominion Express Company, due regard being had to the volume of express business being done by each party hereto respectively at the said station. The Northern Company shall, if it so desire, be given proper and sufficient space and accommodation in the said station for its telegraph and telephone operators.

4. The schedule of time to be made for the running of trains over the Joint Tracks and for the arrival and departure of trains over and upon the Joint Tracks shall be fixed from time to time by agreement between the Superintendents of the parties hereto having charge of the portion of the railways in which the Joint Tracks are situated. Reasonable notice of any desired change thereof shall be given by the Superintendent of the Company desiring such change to the Superintendent of the other Company, and thereupon, as far as it is practicable, the new and required proper schedule or time-table for the movement of all trains of both parties on the Joint Tracks shall be agreed upon between the parties. In case of any dispute arising as to the said schedule or as to the speed which any train may be operated it shall, in case the parties fail to agree, be referred to and settled by the Board of Railway Commissioners for Canada.

5. The maintenance, repair and operation of the Joint Premises shall, except as otherwise herein provided, be done by the Seaboard Company and all work incidental thereto shall be done under the sole direction and supervision of the proper officers of the Seaboard Company.

6. The Seaboard Company shall from time to time during the continuance of this agreement acquire or set apart for the use or benefit of the parties hereto, upon and under the terms of this agreement, such additional lands at Orillia as in the opinion of the parties hereto may be required for the accommodation of the traffic and business of the parties hereto intended to be carried on and done hereunder on the Joint

Premises; and the Northern Company will from and after the date of acquisition or of setting apart of the said additional lands pay to the Seaboard Company interest at the rate of four and one-half per centum per annum (payable monthly at the same times and in the same manner as the payment of rental in sub-paragraphs (*a*) and (*b*) of clause twenty-three hereof mentioned) upon the amount of one-half the then value of the said additional lands, the basis for determining such value to be the same as in the case of land of individuals expropriated by a railway company under the provisions of the Railway Act (Dominion).

7. The Seaboard Company shall from time to time provide or construct upon any land which shall at such time or times be comprised in the Joint Premises, such additional railway facilities and appurtenances (including new station buildings and freight shed) as in the opinion of the parties hereto may be required for the operation and handling of the traffic and business of the parties hereto and may re-arrange, rebuild, alter or make permanent improvements, additions or extensions to or substitutions for any railway facilities or appurtenances including buildings now or at any time hereafter comprised in the Joint Premises and shall provide, make or construct such works and things in connection with the Joint Premises or any portion thereof as have been or may from time to time be ordered or required by the Board of Railway Commissioners for Canada or any other properly constituted authority; and the Northern Company shall, in addition to the other payments to be made under this Agreement, pay to the Seaboard Company from and after the time the expense for or in respect of the foregoing is or has been incurred and during the continuance of this agreement, interest at the rate of four and one-half per centum per annum (payable monthly at the same times and in the same manner as the payment of rental in sub-paragraphs (*a*) and (*b*) of clause twenty-three hereof mentioned), upon the amount of one-half the cost of any and all such additional railway facilities and appurtenances, permanent improvements, buildings and rebuildings, alterations, additions, substitutions, works and things.

8. Should either party hereto desire any additional facilities in the shape of station, freight shed or tracks in connection with the Joint Premises, it shall notify the other party thereof, and should the said parties be unable to agree as to such facilities the party requiring the same may construct or provide same at its own expense, and thereafter until same shall be made part of the Joint Premises shall be entitled to the full use and benefit thereof. If, after such additional facilities have been provided by one of the parties

aforesaid the other party shall desire to use the same in connection with and as part of the Joint Premises, it shall notify the party providing the same within six months after the construction thereof. If the said additional facilities have been provided by the Northern Company, then upon payment to that party by the Seaboard Company of the cost thereof such additional facilities shall become part of the Joint Premises and thereafter both parties shall be entitled to use the same under the terms of this agreement. If such facilities have been provided by the Seaboard Company the cost thereof, plus interest at four and one-half per centum per annum to the date the same are used by the Northern Company, shall be added to the capital account and interest at the same rate upon one-half of the amount so added shall be thereafter paid by the Northern Company such payments of interest to be made monthly at the same time and in the same manner as the payment of rental in sub-paragraphs (*a*) and (*b*) of clause twenty-three hereof mentioned.

9. In the event of it being necessary to extend the freight shed facilities at any time during the existence of this agreement, the Northern Company may, if it so elect, withdraw from the use of said joint freight shed facilities and construct on its own property freight shed facilities for its own exclusive use, and if and when this shall be done the capital account shall be reduced and adjusted in accordance with the then value of the buildings so withdrawn from the cost of the Joint Premises hereunder.

10. The Northern Company shall, at its own expense, construct the track connections at all points of junction of the tracks of the Northern Company with the Joint Tracks and shall provide the necessary interlocking and other protective appliances at the said junctions (including interlocking connections with all the Joint Tracks), and shall provide the necessary interlocking and other protective appliances of the Seaboard Company within the respective interlocking zones, and shall from time to time construct and provide such other appliances for the protection or maintenance of or in connection with the said junctions as may be required or ordered by the Board of Railway Commissioners for Canada or which the parties hereto shall agree in establishing. The Seaboard Company shall maintain, repair and operate the said interlocking and other protective appliances at the said points of junction, and the Northern Company shall pay to the Seaboard Company all expenses thereof at the times and in the manner hereinafter mentioned.

11. The parties hereto shall enjoy in all respects equal rights to the Joint Premises, unless wherein the rights of either are expressly restricted in this agreement, and the trains of the Northern Company shall in every respect be treated by the officers, agents and employees of the Seaboard Company or those in charge or control of or engaged upon the Joint Premises as trains of a similar class of the Seaboard Company, and shall have equal preference over trains of an inferior class belonging to either of the parties, and the Northern Company shall have the right to run all classes of trains over the Joint Tracks, subject only to the regulations prescribed or provided for herein; and in case of doubt between the trains of the parties hereto, of the same class, under the established rules, the trains of the Seaboard Company shall be held to have the preference. The main tracks shall, as far as practicable, be kept unobstructed for the use of either party.

12. The enginemen, trainmen, and other employees of the Northern Company, when on or in charge of its trains and engines on the Joint Premises, shall be subject to and be governed by the rules, regulations and orders of the Seaboard Company in force for the time being, and the movement and handling of the said trains and engines on the Joint Premises shall be subject to the said rules, regulations and orders and to any direction of the Seaboard Company or of its officials which it or they may deem necessary or expedient for the reasonable and proper use and operation of the Joint Premises.

13. All officials of the Seaboard Company having jurisdiction over and charge of the Joint Premises, and all agents, servants and employees of the Seaboard Company whatsoever (excepting enginemen and trainmen), employed on or engaged in the construction, maintenance, repair, renewal or operation of the Joint Premises, or the handling of traffic or doing business thereon or in dealing with business respecting traffic thereon shall, while so employed or engaged, be deemed to be common agents or employees of both parties hereto.

14. All loss, damage or injury, whether to the property of either party hereto, or of any person or company, whether received by either party or in its care or custody or otherwise, or to any person or company in respect of property or person while such property or person is on the Joint Premises or if not on the Joint Premises caused or occasioned by or arising out of anything originating, transacted or done within the purview of this agreement on the Joint Premises or to the Joint Premises, and generally all loss, damage and injury of whatsoever description by whomsoever sustained,

caused by the negligence of one party or its exclusive employee (not being a common agent or employee as above described) shall be assumed and borne by such party, but this clause shall not give to any third party any claim or cause of action.

15. In case of loss, damage or injury such as is referred to or described in the next preceding clause hereof, caused by the negligence of a common agent or employee, as above described, the amount thereof shall be charged to and paid as part of maintenance and repair expenses for the month in which such loss, damage or injury happened, but this clause shall not give any third party any claim or cause of action.

16. In case of loss, damage or injury, such as is referred to or described in clause fourteen hereof caused jointly by the negligence of a common agent, employee or employees as above described and of an exclusive employee or employees of one of the parties, the amount thereof shall be assumed and borne as to one-half thereof by the party whose exclusive employee contributed to the same and the remaining one-half thereof shall be charged to and paid as part of maintenance and repair expenses for the month in which such loss, damage or injury happened, but this clause shall not give any third party any claim or cause of action.

17. The parties hereto shall severally assume and bear all loss, damage and injury sustained by them respectively not coming under clauses fourteen, fifteen or sixteen hereof.

18. In case of any wreck occurring within or upon the Joint Premises caused, as mentioned in one or the other of clauses fourteen, fifteen and sixteen hereof, the expenses of removing the same and of repairs to the Joint Premises necessitated by such wreck, shall be borne accordingly as determined by clauses fourteen, fifteen and sixteen hereof.

19. In case of any wreck occurring within or upon the Joint Premises proximately caused by negligence of both parties hereto or their respective employees (not common agents or employees as above described), or caused by inevitable accident, the expense of removing the same and of repairs to the Joint Premises necessitated by such wreck shall be expenses chargeable to maintenance and repair for the month in which such wreck occurred.

20. In case proceedings are commenced against either party hereto for loss, damage or injury which the other agrees herein to assume or bear exclusively, the party proceeded against may give notice thereof to the other and thereupon the last-named party shall assume the defence of said proceedings and save the party proceeded against harmless from all loss and costs. And in case proceedings

are commenced against both parties hereto for loss, damage or injury which is to be exclusively assumed or borne by one of them alone, such one shall assume the defence of said proceedings and save the other party hereto harmless from all loss and costs. In case proceedings are commenced against one party hereto for loss, damage or injury for which hereunder both parties may be liable to contribute, the other party will join or assist in defending, and any costs which may be awarded shall be borne in the proportions provided for in clauses fourteen, fifteen and sixteen, as the case may be.

21. In case the parties cannot agree under which of the provisions contained in clauses fourteen, fifteen, sixteen, seventeen, eighteen and nineteen hereof, the loss, damage, injury or expense hereinbefore referred to shall be assumed, charged or borne, the question as to how the said loss, damage, injury or expense was occasioned shall be referred to arbitration in the manner hereinafter provided for the settlement of differences and disputes arising under this agreement, and in all such cases the award of the arbitrators shall be final in determining the question in dispute, and shall prevail over any contrary finding of a Court or Jury in an action instituted by any third person or company, in which both the parties hereto are not represented; provided, however, that if both parties are represented the finding of such Court or Jury shall prevail.

22. The Northern Company shall, at its own expense, provide and supply the passenger tickets, baggage checks and other forms and stationery required for its own business, and shall at its own expense do its own advertising, including the advertising in Orillia of its train service. It is understood that the Northern Company is to be permitted to advertise its train service in the Joint Passenger Station in the same manner as similar advertising of the Seaboard Company.

23. The Northern Company agrees to pay during the continuance of this agreement to the Seaboard Company for the privileges hereby granted, in addition to all other payments herein provided for, the amounts hereinafter mentioned in the manner and at the times hereinafter mentioned, that is to say:—

(*a*) A rental of eight hundred and sixty-five and 62|100 dollars ($865.62) per month (being on the basis of interest at the rate of four and one-half per centum per annum on one-half the sum of four hundred and sixty-one thousand six hundred and sixty-four and 91|100 dollars ($461,664.91), the estimated present

value of the lands comprised in the Joint Premises and improvements now constructed, erected, placed and made thereon, including the sum of six thousand two hundred and sixty-one and 98/100 dollars ($6,261.98), being the cost of the interlocking plant at the crossing of the Grand Trunk Railway at Atherly Junction, less the cost of that portion of the said plant which controls the junction of the tracks of the Northern Company with the Joint Tracks) such rental being payable at the offices of the Seaboard Company at Montreal on the first day of each and every month, the first of such payments being rental for the month of April, one thousand nine hundred and fourteen, to be paid on the date of these presents.

(*b*) A further rental of a sum equal to interest at the rate of four and one-half per centum per annum on one-half the actual cost of the improvements hereafter constructed, erected, placed and made under the provisions of this agreement on the lands comprised in the Joint Premises, including tracks, ballasting, switches, protective appliances, station, platform, baggage, express and freight buildings, such rental to be payable at the same times and in the same manner as the rental provided to be paid under sub-paragraph (*a*) of clause twenty-three.

24. The Northern Company will, in addition to the payment of rental provided for in the next preceding clause, pay to the Seaboard Company each month:—

(*a*) Such proportion of the cost of maintenance and operation of the passenger station facilities as the number of passenger tickets sold for the Northern Company trains bears to the total number sold for both Companies.

(*b*) Such proportion of the cost of maintenance and operation of freight shed and facilities as the number of the tons handled through such shed for the Northern Company bears to the total number of tons handled for both Companies.

(*c*) Such *pro rata* proportion of the following expenses chargeable to maintenance and operation of the Joint Premises paid by the Seaboard Company during the preceding calendar month as the number of cars on the Joint Tracks or any part thereof run during such month by the Northern Company in its trains bears to the total number cars run during the same month by all parties using the Joint Tracks or any part thereof, each engine and tender to be counted as two cars, viz.:

(i) The amount of all taxes, rates and assessments, whether Governmental, Municipal or otherwise charged against, payable upon or in respect of the Joint Premises or any portion thereof and of any payments or contributions made by the Seaboard Company for or in connection with sewer or water connections, boulevards, pavements, street cleaning and the like, required, used or intended for the benefit of the Joint Premises or some portion thereof.

(ii) The amount of all insurance premiums, if any, payable in respect of any building or structure comprised in the Joint Premises.

(iii) The amount of the entire salaries, wages and expense accounts of all employees engaged exclusively in work on or in connection with the Joint Premises, and a fair proportion of the salaries, wages and expense accounts of all such employees as may be partially or occasionally engaged in work on or in connection with the Joint Premises, such proportion to be adjusted between the parties and varied from time to time as conditions may warrant.

(iv) The amount of all such other cost and expenses incurred in the maintenance and operation of the Joint Premises, not included in the foregoing, but which according to the usual practice of railway companies is properly chargeable to maintenance and operation.

25. All insurance moneys received by the Seaboard Company in respect of damage to or the destruction of any building or facility comprised in the Joint Premises by fire or otherwise shall be expended by the Seaboard Company in the repair of such damage or the replacement of such building or facility so destroyed.

26. The Seaboard Company shall render to the Northern Company, as soon as possible after the end of each month, bills showing moneys which have become due, owing or payable to or earned by the Seaboard Company under the provisions of this agreement during such preceding month (except in respect of interest and rental under clauses six and seven and sub-paragraphs (*a*) and (*b*) of clause twenty-three hereof respectively); and the Northern Company shall pay to the Seaboard Company, within thirty days after the receipt of each such bill, the amount owing to the Seaboard Company as indicated thereby.

27. Should the Northern Company fail to make any of the payments herein stipulated to be made when they shall become due and payable as herein provided and such failure

shall continue for sixty days after demand for payment shall have been made in writing by the Seaboard Company, the Seaboard Company may upon at least thirty days' notice in writing to the Northern Company (unless within such thirty days the Board of Railway Commissioners for Canada, upon the application of the Northern Company, after ten days' notice to the Seaboard Company, orders otherwise), exclude the Northern Company from the benefit and enjoyment of the Joint Premises or any portion thereof or of this agreement, as the Seaboard Company may deem advisable, and this agreement and all the rights and privileges of the Northern Company hereunder, shall thereupon at the option of the Seaboard Company, cease and determine. Such demand in writing and such notice shall be made and given by being delivered to or sent by registered letter, prepaid, addressed to the Canadian Northern Ontario Railway Company at its Head Office, Toronto, Ontario, and sixty and thirty days, respectively, above mentioned, shall run from the date of delivery or mailing the said demand or notice, respectively. Upon the termination of this agreement from any cause whatsoever, the Northern Company shall immediately disconnect its tracks from the tracks of the Seaboard Company at the said points of junction, and, failing so to do, the Seaboard Company may disconnect the said tracks at the expense of the Northern Company.

28. Every disagreement which may arise between the parties hereto as to the construction of this agreement, or any part thereof, or as to the rights or liabilities of the parties or of either of them under it, shall be decided by arbitration; the Seaboard Company and the Northern Company each to appoint one arbitrator, and the two so appointed to appoint a third; but if either party fail for two weeks after the appointment by the other party, to appoint its arbitrator, or if the two when appointed fail for that period to appoint a third, then any Judge of the High Court of Justice of the Province of Ontario may appoint an arbitrator instead of such party or instead of the two arbitrators, as the case may be, and the award in writing of a majority of the three arbitrators shall be conclusive and binding upon the parties hereto. Each party shall pay half the costs of such arbitration.

29. This agreement shall, subject to the sooner termination thereof, as herein provided, continue in force for a period of twenty years from the date hereof, provided, however, that the Seaboard Company will join with the Northern Company in applying to Parliament for the necessary legislation confirming and ratifying the agree-

ment and making it effective during a term of nine hundred and ninety-nine years from the date hereof, and when so ratified and confirmed, this agreement shall be and continue in force for the said term of nine hundred and ninety-nine years from the date hereof.

In Witness Whereof the parties hereto have hereunto caused to be affixed their respective corporate seals and the hands of their proper officers to be set.

WITNESS:

THE CANADIAN NORTHERN ONTARIO RAILWAY COMPANY,

President.

Secretary.

THE GEORGIAN BAY AND SEABOARD RAILWAY COMPANY,

President.

Secretary.

SCHEDULE B.

This Agreement, made in duplicate this first day of June, one thousand nine hundred and fourteen, between, The Canadian Northern Ontario Railway Company, (hereinafter called The Northern Company), of the first part, and The Campbellford, Lake Ontario and Western Railway Company (hereinafter called The Campbellford Company), of the second part:—

Whereas the Northern Company have constructed a line of railway from a point in lot eight (8) concession Broken Front, Township of Thurlow, County of Hastings, Province of Ontario, said point being marked "C" on plan hereto attached and signed by the parties hereto for identification, thence in a westerly direction as shown on said plan a distance of 3·7 miles through parts of the Township of Thurlow, City of Belleville and Township of Sidney, all in said County, to a point in lot 32, concession one (1), Township of Sidney, marked "N" on said plan, in accordance

with a location plan duly approved by the Board of Railway Commissioners for Canada, including a single track bridge across the Moira River, and for that purpose has acquired or is acquiring the necessary lands for right of way and station grounds as shown coloured *red and green and edged with yellow dash lines* on the said plan.

And Whereas the Northern Company has constructed a Passenger Station and established Passenger facilities in the said City, upon the location shown in yellow on the said plan;

And Whereas, in order to avoid so far as possible the duplication of railway lines through the said City, the Campbellford Company desires to acquire certain portions of the said lands and to have the use and benefit, jointly and equally with the Northern Company, of certain other portions and of the passenger station premises and facilities and of certain portions of the lines and tracks of the Northern Company in the said City for the construction and operation of the railway which the Campbellford Company is about to construct through the said City;

And Whereas the Northern Company has agreed thereto, upon and subject to the terms, conditions and provisions hereinafter contained;

Therefore, the parties hereto do hereby mutually covenant and agree as follows, that is to say:—

1. The Northern Company will sell to the Campbellford Company, and the Campbellford Company will purchase from the Northern Company, all those portions of the said lands shown coloured red upon the said plan, together with the railway and telegraph lines (if any), constructed thereon, and the single track bridge, constructed by the Northern Company across the Moira River, as shown on the said plan, for and in consideration of the payment by the Campbellford Company to the Northern Company of the sum of $59,822.91 which is fixed as the value of the lands, railway and telegraph lines and bridge so to be occupied by the Campbellford Company, exclusive of the railway and telegraph lines and bridge in place of which the Campbellford Company is to construct new railway and telegraph lines and a new bridge as hereinafter provided.

2. The lands, railway and telegraph lines and bridge referred to in Clause 1 hereof, shall be conveyed by the Northern Company to the Campbellford Company by a good and sufficient deed or deeds in fee simple with the usual statutory covenants, free from dower and all encumbrances, which deed or deeds shall be submitted to the Campbellford Company for approval and shall be delivered simultaneously with the payment of the purchase price herein mentioned.

3. In substitution for the railway and telegraph lines and bridge which are to be conveyed by the Northern Company to the Campbellford Company, as provided by Clause 2 hereof, the Campbellford Company shall construct for the Northern Company:—

(*a*) A single track line of railway to the south of, parallel to and at twenty-six foot centres with that portion of the said line of railway so to be conveyed, extending from the point marked "A", about two hundred feet East of the Easterly limit of George Street to the point marked "B" at the Westerly limit of Macdonald Avenue, together with a suitable connection with the existing line of railway of the Northern Company between the points marked "B" and "C" on the said plan;

(*b*) A single track line of railway, including a single track bridge crossing the Moira River to the South of, parallel to and at twenty-six foot centres with that portion of the line of railway and bridge so to be conveyed, extending from the point marked "D" at the easterly end of the said bridge to the point marked "E" at the Westerly end of the said bridge together with a suitable connection with the existing line of railway of the Northern Company between the points marked "E" and "H," all as shown on the said plan; the lines of railway, bridge and connections referred to in this Clause, to be constructed all in accordance with the said plan and to be of equal standard with the lines of railway and bridge so to be conveyed;

(*c*) Telegraph lines (equal in all respects to the telegraph lines so to be conveyed) along the Southerly side of the lines of railway to be constructed hereunder and across the said river, also from the point marked "H" to the point marked "N", the exact location of such telegraph lines to be designated by the Engineer of the Northern Company; provided, however, that as to the telegraph line between the points "A" and "N" the Campbellford Company may construct a joint line at its expense, which shall be used as a joint line and hereafter maintained at joint cost as to poles, each party maintaining its own wires, insulators, and cross arms.

4. Between the points marked "A" and "D" on the said plan, the Northern Company shall revise the gradients of its main line track to conform to the gradients of the Campbellford Company's line as shown on the said plan and profile, and shall construct a second main line track to the

South of, parallel to and at twenty-six foot centres with the said existing main line track, together with the necessary cross-overs as shown in yellow on said plan, and will revise and reconstruct its sidings as shown thereon, so as to provide a double track joint section for the use of both parties hereto in accordance with the terms hereof, the said tracks and cross-overs shown in yellow on said plan being hereinafter referred to as the Joint Tracks, the cost of this work, together with the cost of the work of track construction already done by the Northern Company between the said points, to be added to the cost of the Joint Premises, as hereinafter defined, and borne by the parties hereto in accordance with the terms and provisions hereinafter contained. Between the points marked "A" and "B" and "E" and "N", where necessary, the Campbellford Company shall also at its own expense revise the gradients of the main line track of the Northern Company to conform with the gradients on the Campbellford Company's line as shown on the profile upon the said plan.

5. The Northern Company shall, upon and subject to the terms and conditions hereinafter contained and to the observance and performance thereof by the Campbellford Company, permit the Campbellford Company to connect, and during the continuance of this Agreement to maintain the connection of its tracks with the Joint Tracks at the points indicated thereon by the letters "A" and "D" and to operate its trains over the Joint Tracks and to have the benefit and enjoyment of the said Passenger Station and Passenger facilities of the Northern Company at Belleville, all upon the terms and conditions hereinafter particularly set out and in conjunction with the Northern Company and any other Company or Companies to which the Northern Company may give similar privileges. The Joint Tracks and the roadbed thereof and a strip of land occupied thereby, as outlined by yellow dash lines upon the said plan, the said passenger station and passenger facilities of the Northern Company and the lands occupied thereby, as outlined by yellow dash lines upon the said plan, and all additional lands, railway facilities and appurtenances as may, pursuant to clauses eleven, twelve or fourteen hereof or by mutual agreement between the parties hereto, be acquired or set apart or provided or constructed for the use or benefit of the parties hereto, upon or under the terms of this agreement, are hereinafter, for the purposes of this agreement, referred to collectively as the "Joint Premises."

6. The Northern Company shall permit the Campbellford Company to construct at its own expense a joint roadway for vehicles and pedestrians through the Joint Premises to

the North of the said Passenger Station and the Joint Tracks from Church Street to George Street as shown on the said plan.

7. The Campbellford Company shall, for the purpose of giving the Northern Company access to the Northern Company's flag station at the Deaf and Dumb Institute at Belleville, permit the Northern Company to construct and maintain, free of expense to the Campbellford Company, a roadway and private crossing for vehicles and pedestrians through and over the property and tracks of the Campbellford Company, as shown on the said plan at point marked "M."

8. The Campbellford Company is to operate its own trains over the Joint Tracks with its own engines and train crews. It is understood that the Joint Tracks are to be used by the Campbellford Company solely for the purposes:

(*a*) Of operating thereover the freight trains and the work trains of the Campbellford Company, and

(*b*) Of the operation of passenger trains of the Campbellford Company, including switching and shunting movements incidental thereto, with the privileges of stopping only at the said station for the receiving and delivering of its passenger, baggage and express traffic.

9. The Northern Company is exclusively, except in respect of duties usually performed by trainmen, including train baggagemen, to perform all services in connection with the handling of all passenger and baggage traffic at the said station for both companies, such handling to include selling of tickets and the checking and handling of baggage, provided, however, that the Campbellford Company may if it so elects at any time during the continuance of this agreement appoint its own agent for the selling of tickets and suitable space shall be provided therefor at the said station by the Northern Company upon similar terms to those hereinafter contained in relation to the handling of express business. The express business of the Campbellford Company and the Dominion Express Company is to be handled by the employees of such companies, and suitable space is to be provided therefor at the said station; the location and character of the said space to be determined by the parties hereto, but to be relatively equal to the space to be provided for the like purpose for the Northern Company or the Canadian Northern Express Company, due regard being had to the volume of express business being done by each party hereto respectively at the said station. The Campbellford Company shall, if it so desire, be given

proper and sufficient space and accommodation in the said station for its telegraph and telephone operators.

10. The maintenance, repair and operation of the Joint Premises shall, except as otherwise herein provided, be done by the Northern Company and all work incidental thereto shall be done under the sole direction and supervision of the proper officers of the Northern Company.

11. The Northern Company shall from time to time during the continuance of this agreement acquire or set apart for the use or benefit of the parties hereto, upon and under the terms of this agreement, such additional lands at Belleville as in the opinion of the parties hereto may be required for the accommodation of the traffic and business of the parties hereto intended to be carried on and done hereunder on the Joint Premises; and the Campbellford Company will from and after the date of acquisition or of setting apart of the said additional lands pay to the Northern Company interest at the rate of four and one-half per centum per annum (payable monthly at the same time, and in the same manner as the payment of rental in sub-paragraphs (*a*) and (*b*) of Clause Twenty-seven hereof mentioned) upon the amount of one-half the then value of the said additional lands, the basis for determining such value to be the same as in the case of land of individuals expropriated by a railway company under the provisions of the Railway Act (Dominion).

12. The Northern Company shall from time to time provide or construct upon any land which shall at such time or times be comprised in the Joint Premises, such additional railway facilities and appurtenances (including new Station Buildings) as in the opinion of the parties hereto may be required for the operation and handling of the traffic and business of the parties hereto and may re-arrange, rebuild, alter or make permanent improvements, additions or extensions to or substitutions for any railway facilities or appurtenances including buildings now or at any time hereafter comprised in the Joint Premises and shall provide, make or construct such works and things in connection with the said Joint Premises or any portion thereof as have been or may from time to time be ordered or required by the Board of Railway Commissioners for Canada or any other constituted authority; and the Campbellford Company shall in addition to the other payments to be made under this Agreement, pay to the Northern Company from and after the time the expense for or in respect of the foregoing is or has been incurred and during the continuance of this agreement, interest at the rate of four and one-half per centum per annum (payable monthly at the same times, and in the same manner as the payment of rental in sub-paragraphs

(a) and (b) of Clause Twenty-seven hereof mentioned) upon the amount of one-half the cost of any and all such additional railway facilities and appurtenences, permanent improvements, buildings and rebuildings, alterations, additions, substitutions, work and things;

13. The Campbellford Company shall at its own expense, construct the track connections at all points of junction of the tracks of the Campbellford Company with the Joint Tracks and shall provide the necessary interlocking and other protective appliances at the said junctions (including interlocking connections with all the Joint Tracks), and shall provide the necessary interlocking and other protective appliances of the Northern Company within the respective interlocking zones, and shall from time to time construct and provide such other appliances for the protection or maintenance of or in connection with the said junctions as may be required or ordered by the Board of Railway Commissioners for Canada. The Northern Company shall maintain, repair and operate the said interlocking and other protective appliances at the said points of junction, and the Campbellford Company shall pay to the Northern Company all expenses thereof at the times and in the manner hereinafter mentioned.

14. The Northern Company shall construct, equip, maintain, repair and operate a signal tower together with the necessary interlocking and protective appliances, which the Board of Railway Commissioners for Canada may order to be installed for the protection of the crossings of Front Street and Pinnacle Street and of the branch of the Grand Trunk situate on Pinnacle Street, and at any other point on the Joint Premises where protective devices may hereafter be ordered by the Board, the cost of construction and equipment thereof, to be added to the cost of the Joint Premises and to be borne by the parties hereto in accordance with the terms and provisions hereinafter contained, the cost of maintenance, repair and operation thereof to be borne equally by the parties hereto in accordance with the terms and provisions hereinafter contained.

15. The Parties hereto shall enjoy in all respects equal rights to the Joint Premises, unless wherein the rights of either are expressly restricted in this Agreement, and the trains of the Campbellford Company shall in every respect be treated by the officers, agents and employees of the Northern Company or those in charge or control of or engaged upon the Joint Section as trains of a similar class of the Northern Company, and shall have equal preference over trains of an inferior class belonging to either of the Parties, and the Campbellford Company shall have the

right to run all classes of trains over the Joint Tracks subject only to the regulations prescribed or provided for herein; and in case of doubt between the trains of the parties hereto, of the same class, under the established rules, the trains of the Northern Company shall be held to have the preference. The main tracks shall, as far as practicable be kept unobstructed for the use of either party.

16. The enginemen, trainmen, and other employees of the Campbellford Company, when on or in charge of its trains and engines on the Joint Premises shall be subject to and be governed by the rules, regulations and orders of the Northern Company in force for the time being and the movement and handling of the said trains and engines on the Joint Premises shall be subject to the said rules, regulations and orders and to any direction of the Northern Company or of its officials which it or they may deem necessary or expedient for the reasonable and proper use and operation of the Joint Premises.

17. All officials of the Northern Company having jurisdiction over and charge of the Joint Premises and all agents, servants and employees of the Northern Company whatsoever (excepting enginemen and trainmen), employed on or engaged in the construction, maintenance, repair, renewal or operation of the Joint Premises or the handling of traffic or doing business thereon or in dealing with business respecting traffic thereon shall, while so employed or engaged, be deemed to be common agents or employees of both parties hereto.

18. All loss, damage or injury whether to the property of either Company party hereto, or of any person or company whether received by either party or in its care or custody or otherwise or to any person or company in respect of property or person while such property or person is on the Joint Premises or if not on the Joint Premises caused or occasioned by or arising out of anything originating, transacted or done within the purview of this agreement on said Joint Premises or to the Joint Premises and generally all loss, damage and injury of whatsoever description by whomsoever sustained, caused by the negligence of one company or its exclusive employee (not being a common agent or employee as above described) shall be assumed and borne by such company, but this clause shall not give to any third party any claim or cause of action.

19. In case of loss, damage or injury such as is referred to or described in the next preceding clause hereof caused by the negligence of a common agent or employee as above described, the amount thereof shall be charged to and paid

as part of maintenance and repair expenses for the month in which such loss, damage or injury happened, but this clause shall not give any third party any claim or cause of action.

20. In case of loss, damage or injury such as is referred to or described in Clause Eighteen hereof caused jointly by the negligence of a common agent, employee or employees as above described and of an exclusive employee or employees of one of the parties, the amount thereof shall be assumed and borne as to one-half thereof by the party whose exclusive employee contributed to the same and the remaining one-half thereof shall be charged to and paid as part of maintenance and repair expenses for the month in which such loss, damage or injury happened, but this clause shall not give any third party any claim or cause of action.

21. The parties hereto shall severally assume and bear all loss, damage and injury sustained by them respectively not coming under Clauses Eighteen, Nineteen or Twenty hereof.

22. In case of any wreck occurring within or upon the Joint Premises caused as mentioned in one or the other of Clauses Eighteen, Nineteen and Twenty hereof, the expense of removing the same and of repairs to the Joint Premises necessitated by such wreck, shall be borne accordingly as determined by Clauses Eighteen, Nineteen and Twenty hereof.

23. In case of any wreck occurring within or upon the Joint Premises proximately caused by negligence of both parties hereto or their respective employees (not common agents or employees as above described), or caused by inevitable accident, the expense of removing the same and of repairs to the Joint Premises necessitated by such wreck shall be expenses chargeable to maintenance and repair for the month in which such wreck occurred.

24. In case proceedings are commenced against either party hereto for loss, damage or injury which the other agrees herein to exclusively assume or bear the party proceeded against may give notice thereof to the other and thereupon the last named party, shall assume the defence of said proceedings and save the party proceeded against harmless from all loss and costs. And in case proceedings are commenced against both parties hereto for loss, damage or injury which is to be exclusively assumed or borne by one of them alone, such one shall assume the defence of said proceedings and save the other party hereto harmless from all loss and costs. In case proceedings are commenced against one party hereto for loss, damage or injury for which hereunder both parties may be liable to contribute the other party

will join or assist in defending, and any costs which may be awarded shall be borne in the proportions provided for in Clauses Eighteen, Nineteen and Twenty as the case may be.

25. In case the parties cannot agree under which of the provisions contained in Clauses Eighteen, Nineteen, Twenty, Twenty-one, Twenty-two and Twenty-three hereof, the loss, damage, injury or expense hereinbefore referred to shall be assumed, charged or borne, the question as to how the said loss damage, injury or expense was occasioned shall be referred to arbitration in the manner hereinafter provided for the settlement of differences and disputes arising under this agreement and in all such cases the award of the arbitrators shall be final in determining the question in dispute, and shall prevail over any contrary finding of a Court or Jury in an action instituted by any third person or company, and in which both the parties hereto are not represented; provided, however, that if both parties are represented the finding of such Court or Jury shall prevail.

26. The Campbellford Company shall, at its own expense, provide and supply the passenger tickets, baggage checks and other forms and stationery required for its own business, and shall at its own expense do its own advertising, including the advertising in Belleville of its train service. It is understood that the Campbellford Company is to be permitted to advertise its train service in the Joint Passenger Station in the same manner as similar advertising of the Northern Company.

27. The Campbellford Company agrees to pay during the continuance of this agreement to the Northern Company for the privileges hereby granted, in addition to all other payments herein provided for, the amounts hereinafter mentioned in the manner and at the times hereinafter mentioned, that is to say:—

(*a*) A rental of 105.47 dollars per month being on the basis of interest at the rate of four and one-half per centum per annum on one-half the sum of 56,247.53 dollars the estimated present value of the lands comprised in the Joint Premises, exclusive of improvements thereon, but including the Three Thousand Dollars paid by the Northern Company to the City of Belleville in connection with the opening of a street along the south side of the Joint Premises, payable at the offices of the Northern Company at Toronto on the First day of each and every month, the first of such payments being rental for the month of June, to be paid on the first day of July next (1914).

(*b*) A further rental of a sum equal to interest at the rate of four and one-half per centum per annum on one-half the actual cost of the improvements now or hereafter constructed, erected, placed and made under the provisions of this agreement on the lands comprised in the Joint Premises, including tracks, ballasting, switches, protective appliances, station, platform, baggage, and express buildings, such rental to be payable at the same times and in the same manner as the rental provided to be paid under sub-paragraph (*a*) of Clause Twenty-seven.

(*c*) Fifty per cent of the amount of all taxes, rates and assessments, whether Governmental, Municipal or otherwise charged against, payable upon or in respect of the Joint Premises or any portion thereof and Fifty per cent of any payments or contributions made by the Northern Company for or in connection with sewer or water connections, boulevards, pavements, street cleaning and the like, required, used or intended for the benefit of the Joint Premises or some portion thereof.

(*d*) Fifty per cent of all insurance premiums, if any, payable in respect of any building or structure comprised in the Joint Premises.

(*e*) Fifty per cent of all such other cost and expense incured in the maintenance and repair of the Joint Premises, not included in the foregoing, but which according to the usual practice of Railway Companies is properly chargeable to maintenance and repair.

28. All Insurance Moneys received by the Northern Company in respect of damage to or the destruction of any building or facility comprised in the Joint Premises by fire or otherwise shall be expended by the Northern Company in the repair of such damage or the replacement of such building or facility so destroyed.

29. The Northern Company shall render to the Campbellford Company, as soon as possible after the end of each month, bills showing moneys which have become due, owing or payable to or earned by the Northern Company under the provisions of this agreement during such preceding month (except in respect of interest and rental under clauses Eleven and Twelve and sub-paragraphs (*a*) and (*b*) of clause Twenty-seven hereof respectively); and the Campbellford Company shall pay to the Northern Company, within Thirty days after the receipt of each such Bill, the amount owing to the Northern Company as indicated thereby.

30. Should the Campbellford Company fail to make any of the payments herein stipulated to be made when they shall become due and payable as herein provided and such failure shall continue for sixty days after demand for payment shall have been made in writing by the Northern Company, the Northern Company may upon at least thirty days' notice in writing to the Campbellford Company (unless within such thirty days the Board of Railway Commissioners for Canada, upon the application of the Campbellford Company, after ten days' notice to the Northern Company, orders otherwise), exclude the Campbellford Company from the benefit and enjoyment of the Joint Premises or any portion thereof or of this agreement, as the Northern Company may deem advisable, and this agreement and all the rights and privileges of the Campbellford Company hereunder, shall thereupon, at the option of the Northern Company, cease and determine. Such demand in writing and such notice shall be made and given by being delivered to or sent by registered letter, prepaid, addressed to the Canadian Pacific Railway Company at its Head Office, Montreal, Quebec, and Sixty and Thirty days, respectively, above mentioned, shall run from the date of delivery or mailing the said demand or notice, respectively. Upon the termination of this agreement from any cause whatsoever, the Campbellford Company shall immediately disconnect its tracks from the tracks of the Northern Company at the said points of junction, and, failing so to do, the Northern Company may disconnect the said tracks at the expense of the Campbellford Company.

31. Every disagreement which may arise between the parties hereto as to the construction of this agreement, or any part thereof, or as to the rights or liabilities of the parties or of either of them under it, shall be decided by arbitration; the Northern Company and the Campbellford Company each to appoint one arbitrator, and the two so appointed to appoint a third; but if either party fail for two weeks after the appointment by the other party, to appoint its arbitrator, or if the two when appointed fail for that period to appoint a third, then any Judge of the High Court of Justice of the Province of Ontario may appoint an arbitrator instead of such party or instead of the two arbitrators, as the case may be, and the award in writing of a majority of the three arbitrators shall be conclusive and binding upon the parties hereto. Each party shall pay half the costs of such arbitration.

32. This agreement shall, subject to the sooner termination thereof, as herein provided, continue in force for a period of twenty years from the date hereof, provided,

however, that the Northern Company will join with the Campbellford Company in applying to Parliament for the necessary legislation confirming and ratifying the agreement and making it effective during a term of nine hundred and ninety-nine years from the date hereof, and when so ratified and confirmed, this agreement shall be and continue in force for the said term of nine hundred and ninety-nine years from the date hereof.

In witness whereof the parties hereto have hereunto caused to be affixed their respective corporate seals and the hands of their proper officers to be set.

THE CANADIAN NORTHERN ONTARIO RAILWAY COMPANY.

President.

Secretary.

THE CAMPBELLFORD, LAKE ONTARIO AND WESTERN RAILWAY COMPANY.

President.

Secretary.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 33.

An Act to confirm certain agreements made between The Canadian Northern Ontario Railway Company, The Georgian Bay and Seaboard Railway Company, and The Campbellford, Lake Ontario and Western Railway Company.

First reading, February 12, 1915.

(PRIVATE BILL.)

MR. BLAIN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 34

An Act respecting The Manitoba and North Western Railway Company of Canada.

WHEREAS The Manitoba and North Western Railway Company of Canada has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1893, c. 52; 1904, c. 94; 1907, c. 104; 1908, c. 126; 1909, c. 102; 1910, c. 121; 1911, c. 109; 1912, c. 115; 1913, c. 144; 1914, c. 97.

Extension of time for construction.

1. The Manitoba and North Western Railway Company of Canada may within two years after the passing of this Act commence the construction of the railway authorized by section 1 of chapter 115 of the statutes of 1912, from a point on its main line at or near Theodore in a westerly direction to a point on the Pheasant Hills Branch of the Canadian Pacific Railway between Govan and Lanigan, in the province of Saskatchewan, and may within five years after the passing of this Act complete the said railway, and if within the said periods respectively the said railway is not so commenced or is not so completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 34.

An Act respecting The Manitoba and North Western Railway Company of Canada.

First reading, February 12, 1915.

(PRIVATE BILL.)

MR. CASH.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 35.

An Act respecting The Niagara-Welland Power Company.

WHEREAS The Niagara-Welland Power Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1899, c. 129; 1903, c. 163; 1905, c. 133; 1909, c. 114.

1. The works of The Niagara-Welland Power Company may be completed within five years from the passing of this Act, and if the said works are not then completed the powers granted to the said Company by Parliament shall cease and be null and void, except as to such portion of the said works as has been commenced or completed, and as to any rights which have been acquired, before the expiration of the said period. Extension of time for completion.

2. Section 1 of chapter 114 of the statutes of 1909 is repealed. 1909, c. 114 amended.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 35.

An Act respecting The Niagara-Welland Power Company.

First reading, February 12, 1915.

(PRIVATE BILL.)

MR. BLAIN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 36.

An Act to incorporate Northern Pacific and British Columbia Railway Company.

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

Incorporation.

1. Edwin Clark Blanchard, of the city of Tacoma, in the United States, general manager of Northern Pacific Railway Company, George Thomas Reid, of the city of Tacoma, in the United States, assistant to the president of Northern Pacific Railway Company, and Albert Howard MacNeill, of the city of Vancouver, in the province of British Columbia, barrister and solicitor, together with such persons as become shareholders in the company are hereby incorporated under the name of "Northern Pacific and British Columbia Railway Company," hereinafter called "the Company."

Name.

Provisional directors.

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

Capital stock.

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

Head office.

4. The head office of the Company shall be in the city of Vancouver, in the province of British Columbia.

Annual meeting.

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

Directors.

6. The number of directors shall be not less than three nor more than five.

Agreements with other companies.

7. Subject to the provisions of sections 361, 362, 363 and 364 of the *Railway Act*, the Company may, with The Northern Pacific Railway Company, a body corporate having its principal office and place of business in the city of St. Paul, in the United States, enter into agreements for the purposes specified in said sections with The Vancouver, Victoria and Eastern Railway and Navigation Company, and Great Northern Railway Company, a body corporate having its principal office and place of business in the city of St. Paul, in the United States, and in particular for running rights over the line of The Vancouver, Victoria and Eastern Railway and Navigation Company as already constructed from a point on the international boundary line at or near the town of Huntingdon, in the district of New Westminster, British Columbia, to the cities of New Westminster and Vancouver.

Provisions of agreements.

8. The said agreements may provide for the user by the Company of the locomotives, trains and rolling stock of the said Northern Pacific Railway Company over the said line of railway, and may contain all necessary provisions for the operation of engines, trains, and rolling stock of the said Northern Pacific Railway Company, and of the Company, over the said line of railway, and for the efficient operation of through and local trains over the said line of railway, and for the management and working of the said line of railway.

Vessels, wharfs, docks, etc.

9. The Company may, for the purposes of its undertaking construct, acquire, lease and join with any other railway company in the construction, acquiring or leasing of depots, stations, and such lands, premises and terminal facilities as may be deemed necessary or convenient at any place on the said line of railway of The Vancouver, Victoria and Eastern Railway and Navigation Company, and may also acquire, charter and navigate steam and other vessels for the conveyance of passengers, goods and merchandise and also wharfs, docks, elevators, warehouses, offices and other structures to be used to facilitate the carrying on of any of the business of the Company.

Agreements with municipalities.

10. The Company may make arrangements with any municipality, or other corporation, that may be necessary or convenient for the carrying out of the said objects or any of them.

36.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 36.

An Act to incorporate Northern Pacific and British Columbia Railway Company.

First reading, February 12, 1915.

(PRIVATE BILL.)

MR. TAYLOR.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 37.

An Act respecting Pacific, Peace River and Athabasca Railway Company.

WHEREAS Pacific, Peace River and Athabasca Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1914, c. 68.

1. Pacific, Peace River and Athabasca Railway Company, hereinafter called "the Company" may lay out, construct and operate the following lines of railway, namely:— New lines authorized.

(*a*) Commencing at a point on tide water, at or near the head of Kitimat Arm, following the Kitimat river in a northerly direction to the summit between Kitimat and Lakelse lake, thence in a northerly direction along the valley of the Lakelse lake and river to the Skeena river, thence crossing the Skeena river by means of a high level bridge and over the Grand Trunk Pacific Railway with standard clearances, thence north-easterly to the mouth of the Kitsumkalem river and following its course to the summit of Seeax river, and thence, following the valley of the Seeax river, to the valley of the Naas river, at or near Aiyansh, a distance of approximately one hundred and twelve miles;

(*b*) From the junction of the Blackwater river with the Naas river, following the course of the Blackwater river to the summit between it and the Galanskeest river, thence south-easterly along the Galanskeest river to the Skeena river, thence up the Skeena river to the mouth of Bear river, approximately fifty-seven miles.

2. The limit to the amount of the securities issued by the Company in respect of its railway shall not exceed fifty-thousand dollars per mile of its railway, and such securities may only be issued in proportion to the length of railway constructed, or under contract to be constructed.

Securities.

3. The Company may commence the construction of the lines of railway authorized by chapter 68 of the statutes of 1914, and by section 1 of this Act, and expend fifteen per cent of the amount of its capital stock thereon, within two years after the passing of this Act, and may complete the said railways and put them in operation within five years after the passing of this Act; and if the said railways are not so commenced and such expenditure is not so made, or if the said railways are not so completed and put in operation within the said periods, respectively, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said railways as then remains uncompleted.

Extension of time for completion.

37.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 37.

An Act respecting Pacific, Peace River and Athabasca Railway Company.

First reading, February 12, 1915.

(PRIVATE BILL.)

MR. BENNETT,
(Calgary).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 38.

An Act respecting the Vancouver, Victoria and Eastern Railway and Navigation Company.

WHEREAS the Vancouver, Victoria and Eastern Railway and Navigation Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— B.C., 1897, c. 75. Can., 1898, c. 89. 1902, c. 111; 1904, c. 137; 1905, c. 172; 1910, c. 172; 1914, c. 92.

1. The Vancouver, Victoria and Eastern Railway and Navigation Company may commence the construction of its railway, and any extensions thereof heretofore authorized, within two years after the passing of this Act, and may complete the said railway and extensions, and put them in operation, within five years after the passing of this Act; and if the said railway and extensions are not so commenced or if the said railway and extensions are not completed and put in operation, within the said periods respectively, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway and extensions as then remains uncompleted. Extension of time for construction.

2. Section 1 of chapter 172 of the statutes of 1910 is repealed. 1910, c. 172. amended.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 38.

An Act respecting the Vancouver, Victoria and Eastern Railway and Navigation Company.

First reading, February 12, 1915.

(PRIVATE BILL.)

MR. TAYLOR.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 39.

An Act to amend The Canadian Patriotic Fund Act, 1914.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1914, 2nd Sess., c. 8.

1. Section 3 of *The Canadian Patriotic Fund Act, 1914*, statutes of 1914 (Second Session), chapter 8, is amended by adding thereto the following subsections:—

"2. The Corporation may also assist, in case of need, residents of Newfoundland who are the wives, children and dependent relatives of officers and men, residents of Newfoundland, who, during the present war, may be on active service in the Canadian naval or military forces. Newfoundlanders in Canadian forces.

"3. The Corporation may also, during the war and for six months after the termination of the war, assist in case of need:— Objects of Corporation extended to:—

(*a*) Officers and men, residents of Canada, who return to Canada incapacitated by wounds, injuries or disease received or contracted while on active service with the naval or military forces of the British Empire and Great Britain's allies during the present war; and Incapacitated officers and men.

(*b*) Residents of Canada who are widows, children and dependent relatives of officers or men, residents of Canada, who die from wounds, injuries or disease received or contracted while on such active service. Widows, etc., of officers and men.

No assistance shall be given to any person under the provisions of this subsection for a longer period than six months, or to any person who is in receipt of any gratuity, pension or allowance paid by His Majesty or by any foreign government in consequence of incapacity or death occurring as aforesaid." Limit of assistance that can be given.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 39.

An Act to amend The Canadian Patriotic Fund Act, 1914.

First reading, February 16, 1915.

MR. DOHERTY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 40.

An Act to amend the Criminal Code.

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

1. The *Criminal Code*, Revised Statutes of Canada, 1906, chapter 146, is amended by inserting the following section immediately after section 436:—

"**436A.** Every person is guilty of an indictable offence and liable to imprisonment for two years, with or without hard labour, or to a fine not exceeding five thousand dollars, or to both imprisonment and fine, who knowingly with intent to defraud, sells or delivers, or causes to be sold or delivered, to His Majesty or to any officer or servant of His Majesty, any defective military, militia or naval stores of any kind or description, whether such stores are for His Majesty in the right of His Government of Canada or in the right of any other of His Majesty's dominions, or who in any way commits any act of dishonesty, fraud, or deception upon His Majesty or any of His Majesty's officers or servants in connection with the sale or lease or purchase or delivery or manufacture of such military, militia or naval stores. Fraud, etc., in connection with sale, etc., of military stores.

"2. If any offence referred to in this section is committed by a body corporate, every director and officer of such body corporate who has taken any part or share in such fraud, dishonesty or deception, or who knows or had reason to suspect that such fraud, dishonesty or deception would be committed, or knows or had reason to suspect that such fraud, dishonesty or deception has been committed, and does not at once inform His Majesty thereof, shall be liable to the penalties imposed by this section in all respects as of such offence was committed by said directors or officers Liability of officers of company.

themselves, and every such body corporate, director or officer convicted of such offence shall be thereafter incapable of contracting with His Majesty or with any of His Majesty's officers or servants, or of holding any contract or office with, from or under Him or them, or of receiving any benefit under any contract so made."

40.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 40.

An Act to amend the Criminal Code.

First reading, February 16, 1915.

MR. SINCLAIR.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 41.

An Act respecting The Athabaska Northern Railway Company.

WHEREAS The Athabaska Northern Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1905, c. 57; 1907, c. 62; 1909, c. 46; 1911, c. 36; 1913, c. 65.

1. The Athabaska Northern Railway Company may commence the construction of its railway, and expend fifteen per cent of the amount of its capital stock thereon, within two years after the passing of this Act, and may complete its railway and put it in operation within five years after the passing of this Act; and if the said railway is not so commenced and such expenditure is not so made, or if the said railway is not completed and put in operation within the said periods, respectively, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Extension of time for construction.

2. Section 1 of chapter 65 of the statutes of 1913 is repealed. 1913, c. 65 amended.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 41.

An Act respecting The Athabaska Northern Railway Company.

First reading, February 18, 1915.

(PRIVATE BILL.)

MR. BENNETT,
(Calgary).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 42.

An Act respecting The Canada Preferred Insurance Company.

WHEREAS The Canada Preferred Insurance Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1913, c. 88.

1. Notwithstanding anything in section 78 of *The Insurance Act, 1910*, or in the Act, chapter 88 of the statutes of 1913, incorporating The Canada Preferred Insurance Company, the said Act, chapter 88, shall be deemed not to have expired and ceased to be in force after the ninth day of April, 1915, but to have continued and to be in force, for all purposes thereof whatsoever, until the tenth day of April, 1917: and the Minister of Finance may, at any time not later than the ninth day of April, 1917, and subject to all other provisions of *The Insurance Act, 1910*, grant to that Company the license necessary for carrying on business. Extension of of time. 1910, c. 32.

2. If the Company has not obtained the said license before the tenth day of April, 1917, the said Act, chapter 88 of the statutes of 1913, shall then expire and cease to be in force thereafter, except for the sole purpose of winding up the Company's business, but otherwise shall remain in full force and effect for all purposes thereof whatsoever. Limitation.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 42.

An Act respecting The Canada Preferred Insurance Company.

First reading, February 18, 1915.

(PRIVATE BILL.)

MR. STEVENS.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 43.

An Act respecting The Huron and Erie Loan and Savings Company, and to change its name to "The Huron and Erie Mortgage Corporation."

WHEREAS The Huron and Erie Loan and Savings Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1896, (1st Sess.), c. 49; 1899, c. 115; 1905, c. 105; 1906, c. 110; 1913, c. 134.

Name changed.

1. The name of the Huron and Erie Loan and Savings Company is changed to "The Huron and Erie Mortgage Corporation," hereinafter called "the Corporation," but such change of name shall not in any way impair, alter or affect the rights or liabilities of the said Company nor in any way affect any suit or proceeding now pending, or judgment existing, either by, or in favour of, or against the said Company, which, notwithstanding such change in the name of the said Company, may be prosecuted, continued, completed and enforced as if this Act had not been passed.

Existing rights not affected.

Increase of capital.

2. The directors of the Corporation may from time to time by by-law increase the amount of its authorized capital stock, but so that the total authorized capital stock of the Corporation shall not at any time exceed ten million dollars.

By-laws.

3. The directors of the Corporation may also from time to time by by-law,—

Allotment of shares.

(*a*) allot any part of the unallotted capital stock of the Corporation to and amongst its shareholders at the time of such allotment proportionately as nearly as may be to their then respective holdings

of shares, whether fully or partly paid up; but so that no fraction of a share shall be allotted, and so that there shall not be allotted to any shareholder holding shares of different classes as to the amounts paid up thereon, more shares than would be allotted in respect of the holding of such shareholder if the shares of such shareholder of each such class were respectively held by another shareholder holding no other shares; and

Disposal of unallotted shares.

(*b*) provide that any of the stock allotted under such by-law which is not accepted in writing by the shareholder to whom the allotment has been made, within six months from the time when notice of the allotment was mailed to his address as recorded in the books of the Corporation, may be sold and disposed of for the sole benefit of the Corporation in such manner and on such terms as the directors may prescribe.

Confirmation of by-law.

4. No by-law for any of the purposes mentioned in the preceding sections shall take effect unless and until it has been confirmed at a meeting of the Corporation duly called for considering the subject of such by-law by a vote of shareholders present, or represented by proxy, and holding not less than two-thirds of as much of the issued capital stock of the Corporation as is represented at such meeting.

Re-division of shares.

5. The capital stock of the Corporation which is at the date of the passing of this Act, divided into shares of fifty dollars each, may be re-divided into shares of one hundred dollars each, by by-law passed by the shareholders at any annual general meeting, or at any special general meeting called for the purpose.

Allotment on re-division.

6. Each shareholder shall be entitled on any re-division, made in pursuance of the next preceding section, to an allotment of one share of one hundred dollars for each two shares of fifty dollars each then held by him.

New certificates.

Tenders for purchase of certain shares.

Notice.

7. As soon as may be after such re-division the Corporation shall call in the existing certificates of stock and issue new certificates in lieu thereof, and shall call for tenders for the purchase of the shares of persons who continue to hold respectively only one fifty dollar share by giving public notice for four weeks, and the advertisement shall state the total number of shares so offered. A copy of such advertisement shall be mailed in

the post office, registered and postpaid, to the last known address of each of such shareholders at least twenty-one days before the last day fixed thereby for receipt of tenders, and the tenders shall be for two such fifty dollar shares or multiples thereof, and the highest tenderers shall be entitled, on payment of the amount tendered, to the new shares to be issued in the place of those in respect of which they were the highest bidders.

Distribution of proceeds of sales.

2. The proceeds derived from the sale of the shares referred to in the next preceding subsection shall, without deduction for cost or charges, be distributed rateably among the former shareholders entitled thereto, and the payment of the amounts shall relieve the Corporation from all liability to such shareholders in respect of the shares so sold.

Allotment of increased capital stock.

8. Any of the original unsubscribed capital stock or of the increased capital stock of the Corporation, after the shareholders have passed a by-law under section 5 of this Act, shall when issued be allotted in shares of one hundred dollars each.

Pension fund.

9. The shareholders may authorize the directors to establish a Pension Fund for the officers and employees of the Corporation and their families and to contribute thereto out of the funds of the Corporation, and the action already taken by the directors for that purpose (pursuant to the resolutions of the shareholders passed at the annual general meetings of the Huron and Erie Loan and Savings Company held on the twelfth day of February, nineteen hundred and thirteen, and the eleventh day of February, nineteen hundred and fourteen, respectively) setting apart the sum of ten thousand dollars from the profits of the said Company for the year nineteen hundred and thirteen for the purpose of the said fund, is hereby authorized, ratified and confirmed.

Ratification of resolutions heretofore passed.

Ratification of a certain resolution.

2. The action of the directors taken under the resolution passed by them and approved by the shareholders donating five thousand dollars to The London and Middlesex Patriotic Fund is hereby authorized, ratified and confirmed.

Authority for payments in certain cases.

10. In any case where the transmission of the interest of any person in any bond, debenture, debenture stock or obligation of the Corporation (such bond, debenture or obligation not being payable to bearer) takes place by virtue of any testamentary Act or instrument, or in consequence of any intestacy, the probate of the will or letters of administration or document testamentary, or other judicial or official instrument under which the title (whether

beneficial or as trustee) or the administration or control of the personal estate of the deceased shall purport to be granted by any court or authority in Canada, or in Great Britain, or Ireland, or any other of His Majesty's dominions, or in any foreign country, or an authenticated copy thereof or official extract therefrom shall be produced and deposited with the manager, secretary, treasurer or other officer named by the directors for the purpose of receiving the same, and such production and deposit shall be sufficient justification and authority to the directors for paying the amount of value of any dividend, coupon, bond, debenture or obligation, or transferring, or consenting to the transfer of any bond, debenture or obligation in pursuance of and in conformity to such probate, letters of administration or other such document as aforesaid.

Existing rights saved.

11. Nothing in this Act shall take away, limit or impair any existing powers of the Corporation or its directors.

43.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 43.

An Act respecting The Huron and Erie Loan and Savings Company, and to change its name to "The Huron and Erie Mortgage Corporation."

First reading, February 18, 1915.

(PRIVATE BILL.)

MR. MARSHALL.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament. 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 44.

An Act respecting certain patents of The Lohmann Company.

Preamble.

WHEREAS The Lohmann Company, a company duly incorporated and having its place of business in the city of New York, in the state of New York, one of the United States, has by its petition represented that it is the owner of certain patents issued under the seal of the Patent Office, namely, number one hundred and thirty-four thousand seven hundred and seventy five, dated the eighth day of August, nineteen hundred and eleven, for improvements in processes for combining a permeating metallic protection with the surface of metallic articles, of which Herman J. Lohmann, of Jersey City, a natural-born citizen of the United States, was the inventor who assigned all his right, title and interest to said patent to the said The Lohmann Company before the issue of the said patent; and number one hundred and forty-four thousand seven hundred and seven, dated the tenth day of December, nineteen hundred and twelve and issued to the said Herman J. Lohmann, since deceased, and assigned to The Lohmann Company by his executrix by assignment duly recorded in the Patent Office under number seventy-five thousand five hundred and sixty-four for improvements in permeating metal coating for metallic articles, and has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Order of Commissioner under R.S., c. 69, s. 44.

1. Notwithstanding anything in the *Patent Act*, or in the patents mentioned in the preamble, the said patents are now of the same force and effect as on the days of issue and the Commissioner of Patents, upon petitions duly presented to him, may grant his order making the said patents subject to the provisions of section 44 of the *Patent Act*.

Certain rights saved.

2. If any person, other than any licensee, has, in the period between the expiry of three years from the date of the first named patent and two years from the last named patent mentioned in the preamble and the twenty-sixth day of December, nineteen hundred and fourteen, commenced to use in Canada any of the inventions covered by the said patents respectively, such person may continue to use the same in as full and ample a manner as if this Act had not been passed; but this provision shall not extend to any person, who without the consent of the holder of the said patents, commenced the use of the same before the expiry of the respective periods aforesaid.

Exception.

44.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 44.

An Act respecting certain patents of The Lohmann Company.

First reading, February 18, 1915.

(PRIVATE BILL.)

MR. FRIPP.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 45.

An Act respecting The Vancouver Life Insurance Company.

WHEREAS The Vancouver Life Insurance Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore his Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1912, c. 164; 1914, c. 125.

1. Notwithstanding anything in section 78 of *The Insurance Act, 1910*, or in the Act, chapter 164 of the statutes of 1912, incorporating The Vancouver Life Insurance Company of Vancouver, B.C., or in the Act, chapter 125 of the statutes of 1914, the said Act of incorporation shall be deemed not to have expired and ceased to be in force after the eleventh day of March, 1915, but to have continued and to be in force, for all purposes thereof whatsoever, until the twelfth day of March, 1916; and the Minister of Finance may, at any time not later than the eleventh day of March, 1916, and subject to all other provisions of *The Insurance Act, 1910*, grant to that Company the license necessary for carrying on business. Extension of time. 1910, c. 32, s. 78.

2. If the Company has not obtained the said license before the twelfth day of March, 1916, the said Act, chapter 164 of the statutes of 1912, shall then expire and cease to be in force thereafter, except for the sole purpose of winding up the Company's business, but otherwise shall remain in full force and effect for all purposes thereof whatsoever. Limitation.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 45.

An Act respecting The Vancouver Life Insurance Company.

First reading, February 18, 1915.

(PRIVATE BILL.)

MR. STEVENS.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 46.

An Act respecting The Western Dominion Railway Company.

WHEREAS The Western Dominion Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1912, c. 168; 1914, c. 115.

1. The Western Dominion Railway Company may within two years after the passing of this Act commence to construct the railway authorized by section 8 of chapter 168 of the statutes of 1912 and section 1 of chapter 115 of the statutes of 1914, and expend fifteen per cent of its capital stock thereon, (including expenditure already made), and may complete the said railway and put it in operation within five years after the passing of this Act; and if, within the said periods respectively, the said railway is not so commenced and such expenditure is not so made, or is not so completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Extension of time for completion.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 46.

An Act respecting The Western Dominion Railway Company.

First reading, February 18, 1915.

(PRIVATE BILL.)

MR. BENNETT,
(Calgary).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 47.

An Act to amend The Civil Service Amendment Act, 1908.

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

1. Section 43 of *The Civil Service Amendment Act, 1908*, chapter 15 of the statutes of 1908, is repealed and the following is substituted therefor:—

"**43.** No officer, clerk or employee in the Civil Service,— Voting, partisanship, and office-holding.

(*a*) shall vote at any Dominion or Provincial election; or,

(*b*) shall engage in any partisan work in connection with any such election; or,

(*c*) shall be a candidate at any election for a member of any Provincial Legislature, or be a member of any such Legislature; or,

(*d*) shall be a candidate at any municipal election or be a member of any municipal corporation or of any other body the members of which are elected by the votes of the people.

2. Any person violating any of the provisions of this section shall be guilty of an offence and liable upon summary conviction to a penalty of two hundred dollars and a further penalty of twenty dollars for each day such person continues to be a member of any Provincial Legislature, municipal corporation or other such body in violation of this section. Penalty.

3. The provisions of this section shall not apply to any officer, clerk or employee in the Civil Service whose annual salary does not exceed dollars." Exceptions.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 47.

An Act to amend The Civil Service Amendment Act, 1908.

First reading, February 22, 1915.

MR. BRODER.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 48.

An Act to incorporate Austral Insurance Company.

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

Incorporation.

1. John Wardell Power of the city of London, in England, physician; Alexander Smith Sellar of the city of London, in England, secretary; Joseph Patrick Moore of the city of Montreal, secretary; George King of the city of London, in England, actuary; William Bruce Robinson of the city of Montreal, supervisor; Wilfrid Lepage of the city of Montreal, accountant; George Durnford of the city of Montreal, accountant; Charles James Fleet of the city of Montreal, advocate; Alexander Falconer of the city of Westmount, advocate; Michael Arthur Phelan of the city of Westmount, advocate; Wilfrid Bovey of the city of Montreal, advocate; Robertson Fleet of the city of Montreal, advocate; and John Lesly Reay of the city of Montreal, accountant, together with such persons as become shareholders in the company, are incorporated under the name of "Austral Insurance Company," hereinafter called "the Company."

Name.

Provisional directors.

2. The said Joseph Patrick Moore, William Bruce Robinson, Wilfrid Lepage, George Durnford, Charles James Fleet, Alexander Falconer, Michael Arthur Phelan, Robertson Fleet, and John Lesly Reay, shall be the provisional directors of the Company.

Capital stock.

3. The capital stock of the Company shall be three hundred and twenty-five thousand dollars, which may be increased to one million dollars.

Preference stock.

4. Two hundred and twenty-five shares of the capital stock shall be preference shares conferring the right to a fixed cumulative preferential dividend at the rate of five per centum per annum upon the capital paid up thereon, but conferring no preference on any distribution of capital nor a right to any further participation in profits.

Subscription before general meeting.

5. The amount to be subscribed before the general meeting for the election of directors shall be seventy-five thousand dollars.

Commencement of business.

6. The Company shall not commence the business of accident insurance and sickness insurance until at least two hundred thousand dollars of its capital stock has been subscribed, and at least seventy-five thousand dollars paid up thereon.

Plate glass insurance.

2. The Company shall not transact the business of plate glass insurance in addition to accident insurance and sickness insurance, until its subscribed capital has been increased to at least two hundred and twenty-five thousand dollars, and at least ninety thousand dollars thereof has been paid up thereon.

Guarantee insurance.

3. The Company shall not transact the business of guarantee insurance in addition to accident insurance and sickness insurance until its subscribed capital has been increased to at least two hundred and thirty thousand dollars, and at least one hundred thousand dollars paid up thereon.

Automobile insurance.

4. The Company shall not transact the business of automobile insurance in addition to accident insurance and sickness insurance until its subscribed capital has been increased to at least two hundred and seventy-five thousand dollars, and at least one hundred and fifty thousand dollars paid up thereon.

All classes.

5. The Company shall not transact all the classes of insurance authorized by this Act until three hundred and twenty-five thousand dollars of its capital stock has been subscribed, and at least one hundred and seventy-five thousand dollars paid up thereon.

Compliance with requirements.

6. The Company may carry on any one or more of the branches of insurance mentioned in this section upon complying with the requirements respecting each, without waiting until the capital required is subscribed and paid up to qualify the Company to do business in the remaining branches.

Head office.

7. The head office of the Company shall be in the city of Montreal, in the province of Quebec.

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

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

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

2. Nothing in this section contained shall limit or restrict the borrowing of money by the Company on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Company. Exceptions.

9. The Company may amalgamate its property and business with any other company carrying on or authorized to carry on the same or a similar business in whole or in part, or may transfer its property and business or any portion thereof to any other such company, or may transfer all or any portion of its policies to or re-insure the same in any other such company, or may acquire the business and property or any portion thereof or the stock or the undertaking including the good-will of any such company, and pay for the same either wholly or partly in cash or wholly or partly in stock or other securities of the Company, or wholly or partly by the assumption of the liabilities of any such company, but no such amalgamation shall be entered into nor shall such transfer take place nor shall such stock or undertaking be acquired except in virtue of an agreement ratified by a resolution approved by a majority of the shareholders present personally or by proxy at a special meeting duly called to consider the same, at which meeting shareholders representing at least two-thirds in value of the stock are present personally or by proxy, and also approved by the Governor in Council. Amalgamation with other companies. Ratification.

10. The Company may carry on the following classes of insurance, as defined by *The Insurance Act, 1910*,— Business authorized.

(*a*) accident insurance;

(*b*) sickness insurance;

(*c*) plate glass insurance;

(*d*) guarantee insurance;

(*e*) automobile insurance.

11. *The Insurance Act, 1910*, shall apply to the Company. 1910, c. 32.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 48.

An Act to incorporate Austral Insurance Company.

First reading, February 23, 1915.

(PRIVATE BILL.)

MR. BICKERDIKE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 49.

An Act respecting The Calgary and Fernie Railway Company.

WHEREAS The Calgary and Fernie Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1906, c. 71; 1908, c. 89; 1910, c. 77; 1912, c. 72; 1914, c. 75.

1. The Calgary and Fernie Railway Company may commence the construction of its railway and expend, including expenditure heretofore made, fifteen per cent of the amount of its capital stock thereon within two years after the passing of this Act, and may complete the said railway and put it in operation within five years after the passing of this Act; and if within the said periods respectively, the said railway is not so commenced and such expenditure is not so made, or is not completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Extension of time for completion.

2. Section 1 of chapter 75 of the statutes of 1914 is repealed. 1914, c. 75 amended.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 49.

An Act respecting The Calgary and Fernie Railway Company.

First reading, February 23, 1915.

(PRIVATE BILL.)

SIR JAMES AIKINS.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 50.

An Act respecting The Canadian Western Railway Company.

WHEREAS The Canadian Western Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1909, c. 69; 1911, c. 61; 1913, c. 98.

Extension of time for completion.

1. The Canadian Western Railway Company may commence the construction of its railway and expend, including expenditure heretofore made, fifteen per cent of the amount of its capital stock thereon within two years after the passing of this Act, and may complete the said railway and put it in operation within five years after th passing of this Act; and if within the said periods respectively the said railway is not so commenced and such expenditure is not so made or is not completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

1913, c. 98 amended.

2. Section 1 of chapter 98 of the statutes of 1913 is repealed.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA

BILL 50.

An Act respecting The Canadian Western Railway Company.

First reading, February 23, 1915.

(PRIVATE BILL.)

SIR JAMES AIKINS.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 51.

An Act respecting The Kettle Valley Railway Company, and to ratify and confirm an agreement with The Vancouver, Victoria and Eastern Railway and Navigation Company.

WHEREAS The Kettle Valley Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1901, c. 68; 1903, c. 138; 1904, c. 89; 1906, c. 117; 1909, c. 95; 1910, c. 115; 1911, c. 101; 1912, c. 110; 1913, c. 140; 1914, c. 92.

Extension of time for construction.

1. The Kettle Valley Railway Company may commence the construction within two years after the passing of this Act and may complete and put in operation within five years after the passing of this Act the following lines of railway which it has been authorized to construct by section 2 of chapter 101 of the statutes of 1911, and by section 1 of chapter 140 of the statutes of 1913:—

(*a*) From a point at or near Penticton, in the province of British Columbia, by the most feasible route, to a point on the international boundary at or near the shoreline of Osoyoos Lake;

(*b*) From a point on the Company's line at or near Summer creek, by the most feasible route, to a point in the Similkameen valley, at or near Allison or Princeton and thence by the most feasible route to the Granite creek coal areas, near the junction of Granite creek with the Tulameen river;

(*c*) From a point on its authorized line at or near Summers creek, or One Mile creek, by the most feasible route, to the Copper Mountain and Voigt mining camps situate about fifteen miles southwest of Princeton, in the province of British Columbia;

(*d*) From a point at or near Vernon in a southerly or southeasterly direction, by way of Kelowna, and by

the most feasible route, to a point at or near Penticton, in the said province;

(*e*) From the terminus of the branch authorized by paragraph (*b*) of section 2 of chapter 101 of the statutes of 1911, in a northerly and northwesterly direction, by the most feasible route, to the Otter Summit, situate about thirty miles south of Merritt, in the said province;

(*f*) From a point on the line described in paragraph (*c*) of section 1 of chapter 140 of the statutes of 1913 at or near Tulameen, in a westerly direction up the Tulameen river, in the said province, a distance of about fifty miles.

Limitation.

2. If within the said periods respectively any of the said lines are not commenced or are not completed and put in operation the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of that line as then remains uncompleted.

Extension of time for completion.

2. The Company may within five years after the passing of this Act complete and put in operation the following lines of railway which it was authorized to construct by chapter 68 of the statutes of 1901, chapter 117 of the statutes of 1906, and chapter 95 of the statutes of 1909:—

(*a*) From Grand Forks to a point fifty miles up the North fork of the Kettle river;

(*b*) From Midway to Headley;

(*c*) From Penticton to a point at or near Nicola.

Limitation.

2. If any of the said railways are not so completed and put in operation within the said period the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of that railway as then remains uncompleted.

Agreement regarding joint section between Princeton and Otter Summit, B.C.

3. The agreement between the Company and The Vancouver, Victoria and Eastern Railway and Navigation Company, dated the day of , a copy of which forms the schedule to this Act, is hereby ratified and confirmed and declared to be valid and binding on the parties thereto in all respects whatsoever as fully and completely as if the said agreement, and each and every clause thereof, were set out at length and enacted in this Act, and the parties to the said agreement, and each of them, is hereby authorized and empowered to do whatever may be necessary to give full effect to the provisions of the said agreement.

SCHEDULE.

This Agreement made and entered into this 10th day of July one thousand nine hundred and fourteen by and between the Vancouver, Victoria and Eastern Railway and Navigation Company, a corporation organized and existing under and by virtue of the laws of the Dominion of Canada, hereinafter called "the Vancouver Company," party of the first part, and the Kettle Valley Railway Company, a corporation organized and existing under and by virtue of the laws of the Dominion of Canada, hereinafter called "the Valley Company," party of the second part.

Whereas an agreement was entered into on the 20th day of November, 1913 between the Valley Company and the Vancouver Company, section 7 of Article 6 of which reads as follows:—

"The Valley Company is hereby given the right to take trackage rights over the line of railway to be built by the Vancouver Company between a point opposite the headblock of the Valley Company's West switch at Princeton marked "E" on Exhibit A, hereto attached and a point opposite the headblock of the west switch at Otter Summit, marked "A" on said Exhibit A, upon like terms and conditions as herein granted to the Vancouver Company in respect of the use of the joint section. And the Vancouver Company agrees to give to the Valley Company the right to such use upon such terms and conditions as herein granted to the Vancouver Company in respect to the use of the joint section, provided that the Valley Company shall exercise such option on or before July 15th, 1916. The Vancouver Company undertakes and agrees that the said line from Princeton to Otter Summit shall be completed and open for traffic on or before the first day of January, 1915, or as soon thereafter as the same can with due diligence be completed."

And whereas the Valley Company is desirous of exercising and hereby declares that it exercises the option referred to in said section 7 of Article 6 of the agreement of 20th November, 1913.

Now therefore, in consideration of the mutual and interdependent covenants and agreements by each of the parties hereto to be kept and performed, this agreement witnesseth:

Article One.

Section 1. The Vancouver Company agrees that it will proceed forthwith and will construct, complete and have

ready and open for operation on or before the 31st day of December, 1914, or as soon thereafter as the same can with due diligence be completed, a line of single track railway from a point about opposite the headblock of the Vancouver Company's east switch at Princeton (marked "A" on Exhibit "A" signed by the Chief Engineers of the parties attached hereto and hereby made a part hereof) to a point opposite the headblock of the west switch at Otter Summit (marked "B" on said Exhibit "A") upon a location with a maximum gradient of 1·2 per cent compensated for curvature at 0·04 of a foot per degree of curve and maximum curvature not greater than 12 degrees. Said location, grade and curvature are shown upon maps and profiles prepared by the Chief Engineer of the Vancouver Company, and deposited and approved by the Board of Railway Commissioners for Canada.

Section 2. The supervision of the work of construction of said line of railway shall be under the direction of the Chief Engineer of the Vancouver Company, and the preparation of estimates of work done shall be made by him, but the Chief Engineer of the Valley Company shall have the right to examine into and be informed of the manner of carrying out the work of construction, and may check said estimates, or cause the same to be checked, under his direction. In the event of any disagreement between said Chief Engineers as to the manner of carrying out the work of construction, or as to the correctness of any estimate the questions in dispute shall be submitted to the Chief Engineer of the Board of Railway Commissioners for Canada, and his decision in reference thereto shall be binding and conclusive upon the parties.

Section 3. The Vancouver Company shall pay to the Valley Company on or before the 31st day of December, 1914, all the engineering cost and expense incurred by said Valley Company in making surveys for its line of railway parallelling the joint section as hereinafter described with interest at five per cent per annum on the respective items thereof, from the time the same were paid by the Valley Company to the date of settlement by the Vancouver Company, which engineering cost and expense shall include wages, salaries and expense accounts of the engineers and their assistants during the survey of the line, the wages, salaries and expense accounts of engineers and their assistants and the cost of superintendence in any surveys subsequent to the preliminary survey and prior to the making of this agreement. It is agreed that the total of such cost and expense incurred prior to the making of this agreement shall be paid by the Vancouver Company to the Valley

Company on or before the 31st day of December, 1914, with interest at the rate of five per cent (5%) per annum on the respective items included in said sum from the date the same were paid by the Valley Company until date of payment by the Vancouver Company.

Section 4. The cost of said line of railway from Otter Summit to Princeton, which is to be taken as a basis of compensation for the use thereof by the Valley Company, as hereinafter provided, shall include only the following:—

(*a*) The cost of right of way and station grounds.

(*b*) The cost of construction as herein provided, which shall include the cost to the Vancouver Company of labour, materials, work train service and all other like items incurred in the actual construction of its line of railway.

(*c*) The cost of transportation.

(*d*) The amount paid by the Vancouver Company to the Valley Company for engineering expenses, and its own engineering expenses on said line preliminary to and during the construction.

(*e*) Interest at the rate of five per cent per annum on any payments made by the Vancouver Company on any of the aforesaid items in paragraphs (*a*), (*b*), (*c*) and (*d*) described from the time said payments were made to December 31, 1914.

Section 5. Said line of railway between the headblock of the west switch at Otter Summit and a point near headblock of the east switch of the Vancouver Company at Princeton so to be constructed, including main, passing, side, standing and industrial tracks, right of way, buildings, station grounds and all appurtenant property, with additions thereto, and betterments thereof, is hereinafter referred to as the "joint section"; said joint section being designated on "Exhibit A" attached hereto, by red line.

Article Two.

Section 1. The Vancouver Company hereby grants to the Valley Company for and during the terms hereinafter mentioned the full, joint and equal possession and use of the joint section in common with the Vancouver Company and such other company or companies as the Vancouver Company shall at any time permit to use the same or any part thereof, subject to the conditions, limitations and restrictions in this agreement set forth. The line of railway and termini of said joint section are represented and shown on "Exhibit A," hereto attached. Under the above grant the Valley Company shall have the right to make

connections between said joint section and its own line and during the continuance of this contract to operate the same, and with its own employees and equipment, to do and transact over said joint section, subject to the limitations hereinafter set forth, all such business as is or hereafter may be conducted and carried on by a railway or common carrier, including the carrying of mail and express.

Section 2. The Valley Company shall have the right to string its telegraph and telephone lines upon the existing or future pole lines located upon and along the right of way of the joint section. The Valley Company shall also have the right, at its own expense, to erect and thereafter maintain upon said right of way its own pole line, and string thereon its telegraph and telephone wires and connect such wires with its own or other telegraph or telephone lines.

Section 3. The Vancouver Company agrees that it will not before the termination of this agreement make or renew any agreement with any express company for carrying express matter upon or over said joint section which will in anywise interfere with the right of the Valley Company to carry express business or messengers upon or over the same; and that it will not interfere with the right of the Valley Company to enter into an agreement with any express company which the Valley Company may at any time or times select for the purpose of carrying express matter, business or messengers upon the trains of the Valley Comapny; provided, however, that nothing in this agreement shall be construed to prohibit the Vancouver Company from carrying express matter or messengers upon the trains of the Vancouver Company, nor to prohibit the Vancouver Company from entering into any agreement with any express company which the Vancouver Company may at any time or times select for the purpose of carrying express matter, business or messengers upon the trains of the Vancouver Company.

Section 4. The Vancouver Company shall have charge, supervision and control of the said joint section and the operation and maintenance thereof, shall pay all taxes (other than taxes on earnings) and assessments that shall be levied thereon, shall maintain and at all times keep the same in good condition and repair and suitable for the business of the Valley Company, and make all betterments, renewals and replacements thereof, and shall do all acts and things necessary and proper for the operation thereof, and will comply with all the regulations prescribed by law, or any public authority, with respect thereto for

the safety of the public or otherwise, and will furnish water and other supplies incident to the maintenance and operation of the joint section. The Vancouver Company shall not be bound to furnish any fuel or other supplies, except water, for the trains or equipment of the Valley Company, nor for the special or exclusive use in any other manner of the Valley Company or the officers or employees thereof.

The Vancouver Company shall have the power to change, add to and better the joint section as it may consider advisable, including the right to provide such additional, main and other tracks as it shall deem necessary; provided, that it shall not make any change, addition or betterment to the joint section which shall cost more than three thousand dollars ($3,000) without requesting and obtaining the written consent of the Valley Company to the making of such change, addition or betterment; provided, further, that such changes, betterments or repairs shall not be permanently impair the usefulness of said joint section to the Valley Company.

Section 5. If the Valley Company shall at any time deem the construction of additional main track or tracks or other tracks, or additions, betterments or improvements necessary to the proper conduct of its business, or the Vancouver Company shall at any time deem the construction of additional main track or tracks, or other tracks or additions, improvements or betterments costing a sum in excess of three thousand dollars ($3,000) necessary to the proper conduct of its business, and the other party be unwilling that any such additional main, or other tracks, or additions, betterments or improvements be constructed, then the party desiring such construction shall have the right to submit the question of the reasonable necessity of such track or tracks, or other additions, betterments or improvements, to arbitration, as hereinafter provided; and the decision in such arbitration shall be binding and conclusive on both of the parties as to the necessity thereof.

Section 6. Either party may construct and maintain on the joint section for its own exclusive use, roundhouses, fuel houses, fuel stations and other facilities under reasonable conditions as to the connection with the joint section, provided that the construction and maintenance of the same do not impair the use of the joint section by the other party, but the cost of said structures and facilities when so erected on the joint section shall not be added to the cost thereof; provided, however, that if the Valley Company desires to use any such structure or facility erected by the Vancouver Company, it shall have the right so to do and

from and after the commencement of such use by the Valley Company, the reasonable value thereof, which shall be the actual cost of the construction of such structure or facility, less a reasonable depreciation charge, shall be added to the cost of the joint section, on which rental is to be paid as hereinafter provided; and if the Vancouver Company desires to use any such structure or facility constructed by the Valley Company it shall have the right to purchase such structure or facility on reasonable notice at a fair price, which price shall be the actual cost of the construction of the structure or facility, less a reasonable depreciation charge, and the price so paid shall be added to the cost of the joint section on which rental is to be paid as hereinafter provided; and both parties shall thereafter have the same right to the use of such structure or facility as to any other part of the joint section. Provided, that if the Valley Company desires to make use of any exclusive structure or facility erected by the Vancouver Company, or the Vancouver Company desires to purchase and take over any exclusive structure or facility erected by the Valley Company the right to do so shall be exercised within five years from the date of the erection or construction of such structure or facility.

Section 7. The Vancouver Company shall do the work of installing, operating, renewing and replacing any interlocking or other safety devices that may be required to be installed at the junctions of the joint section with the lines of the parties hereto, at any time by public authority, or which may be installed by agreement between the parties hereto; and the cost of installation shall be paid by the Vancouver Company and charged to capital account, and the cost and expense of maintenance and operation, which shall include the wages of towermen and of telegraph and telephone operators required on account of interlockers or other safety devices, shall be charged to operating expenses and apportioned as provided herein.

Section 8. Each of the companies shall have the right, subject to the provisions of the *Railway Act*, at any time during the continuance of this agreement, at its own expense, to connect any line of railway which it may hereafter construct or acquire (by stock ownership or otherwise) or which may be constructed or acquired (by stock ownership or otherwise) by any company or companies owned or controlled (by stock ownership or otherwise) by it, with the joint section at suitable and convenient points: Provided, however, that the Valley Company shall not have the right to connect any such line of railway as that described in this section 8 with the joint section, if such line of railway

shall be greater in length than six miles and shall substantially throughout its length run parallel to and within a distance of ten miles of an existing line of railway of the Vancouver Company, and it shall be feasible and practicable to use the whole or some portion of such line of the Vancouver Company to reach a point which the Valley Company desires to reach. But, provided further, that the foregoing limitation on the right of the Valley Company to connect any such line of railway belonging to it with the joint section shall be binding only upon the condition that the Vancouver Company shall upon request of the Valley Company, forthwith give to the Valley Company trackage and operating rights over any line of railway of the Vancouver Company, or portion thereof required or necessary to reach a point which the Valley Company desires to reach, and which would be parallelled within a distance of ten miles by a line of railway constructed to such point by the Valley Company, upon like terms and conditions as are herein agreed upon in respect of the possession and use of the joint section.

It is further understood and agreed between the parties that either party shall give the other the use of any branch line constructed by it, and connecting with the joint section, or any portion of such line, upon the same rentals, terms and conditions as are herein provided for the use of the joint section.

Section 9. Industry spurs may be constructed and maintained when necessary by either party hereto, and the cost thereof shall be paid by the Vancouver Company and added to capital account, as in the case of improvements, betterments and additions, as hereinafter provided, if both parties agree to the necessity of the construction and maintenance. If the Valley Company shall construct and maintain a spur, to the construction and maintenance of which the Vancouver Company objects, the cost and operation expense thereof shall be paid and borne by the Valley Company, and the Vancouver Company shall not have the right and shall not use such spur, but it may at any later date elect to use the spur and shall within thirty (30) days after such election pay to the Valley Company the cost thereof (including interest at four and one-half per cent per annum from the date of expenditure made to the date of such election) and such amount so paid shall be added to capital account, as in the case of improvements, betterments and additions as hereinafter provided, and said industry spur shall thereupon become a part of the joint section.

If the Vancouver Company shall construct and maintain a spur, to the construction and maintenance of which the Valley Company shall object, the cost and operating expenses thereof shall be borne by the Vancouver Company, and the Valley Company shall not have the right to and shall not use the same, but it may at any later date elect to use the spur, and thereupon the cost of such spur (including interest at the rate of four and one-half per cent per annum from date of expenditure to date of such election) shall be added to the capital account as in the case of improvements, betterments and additions as hereinafter provided, and said industry spur shall thereupon become a part of the joint section.

Either of the parties hereto may establish industries upon the joint section upon reasonable conditions and rentals, but neither company shall have the right to include in any contract for the construction, or in any lease, of an industry spur for an industry located on property included, within the joint section, any provision requiring the routing of the whole or any part of the traffic of such industry over its own line or giving any preference to it in traffic. Provided that the prohibition herein contained against the making of exclusive traffic contracts shall not apply to any industry established, created or aided by either party and situate outside the limits of the joint section. And, provided further, that no industry spur shall be constructed by either party which creates a hazardous and unsafe operating condition, and if a dispute shall arise as to whether any industry spur desired to be constructed by either party would create such a condition, such dispute shall be submitted to arbitration as hereinafter provided for.

Section 10. The Vancouver Company will maintain at all stations facilities adequate and suitable for the business of both parties hereto. If it shall fail so to do, the Valley Company may establish and maintain its station facilities under reasonable conditions to connections with the joint section. The Vancouver Company shall nevertheless have the right to purchase, at a fair price, such facilities built on the joint section, for the full joint and equal use and benefit of the parties using the joint section and the price paid therefor shall be added to capital account as in the case of other improvements, betterments and additions. If the Vancouver Company and the Valley Company cannot agree on what is a fair price to be paid therefor, the determination thereof shall be submitted to arbitration as hereinafter provided; and the decision in such arbitration shall be conclusive and binding on both parties.

ARTICLE THREE.

Section 1. The Valley Company covenants and agrees to pay to the Vancouver Company during the existence of this agreement as full compensation and rental for all the rights, interests, services and privileges herein provided for, the amount of the following named sums monthly:—

(*a*) A sum equal to one-twelfth (1/12) of two and one-half per cent (2½%) per annum upon the cost of said joint section, which cost shall be determined in accordance with the provisions hereinabove in section 6 of Article One set forth and shall be fixed within three (3) months after the beginning of operation upon and over the joint section, set forth and embodied in an agreement in writing executed by the proper officers of the parties, thereto duly authorized, and attached to this agreement and becoming, by this provision, a part of this agreement.

(*b*) A sum equal to one-twelfth ($\frac{1}{12}$) of two and one-half per cent (2½%) per annum from the time when expenditures for each thereof shall be made upon the cost of all additions and permanent improvements and betterments which the Vancouver Company shall make to and on said joint section, additional main tracks included, and upon the cost of all such changes in its permanent way, and upon the cost of such abutments, bridges, spurs, works and appliances of every name and nature, as the Vancouver Company may deem necessary to make, construct or furnish for the safe and convenient operation of said joint section or as by law or ordinance properly applicable it may be required to make, construct or furnish thereto or thereon; provided, however, that the Valley Company shall not be required to pay upon or in respect of any changes, additions or betterments to the joint section costing more than three thousand dollars ($3,000) which have been made without its written consent having been given thereto, unless such change, addition or betterment shall have been made pursuant to an award upon arbitration as provided in section 5 of Article Two hereof, or unless it shall have elected to use such change, addition, betterment or improvement or unless such change or addition or betterment be required by law or ordinance applicable thereto.

(*c*) A pro rata proportion of the cost incurred in maintaining, operating, renewing and replacing the roadbed, tracks, switches, depots, interlocking apparatus, crossovers or crossings, water stations, bridges, culverts, cattle guards, fences, highways, streets, farm crossings, signs and gates, signal posts, block signal systems, telegraph or telephone lines, and all other structures or appurtenances which

may be required by law or which may in the opinion of the Vancouver Company be necessary for the safe and convenient operation of and pertaining to the operation of the joint section, the value of the rails and other material renewed or replaced to be credited, and like proportions of the cost of all insurance or structures thereon used by the Valley Company; of the cost of removing snow and ice from the roadbed; of all rates, taxes and assessments by the Government, municipal or otherwise (other than taxes upon earnings) charged against or payable upon or in respect of the joint section or any portion thereof, which shall have accrued during the term of use hereunder by the Valley Company; and of the entire salaries, wages and expense accounts of all employees engaged exclusively in the maintenance and operation of the joint section, and such fair part of the salaries, wages and expense accounts of all such employees as may be partially or occasionally engaged in maintenance and operation of the joint section, as may be agreed between the parties from time to time; each which proportion shall bear the same ratio to the total amount expended for such purposes as the number of miles run each month by engines and cars of the Valley Company over said joint section shall bear to the total number of miles run over said joint section or any part thereof during the same months by the engines and cars of both parties; an engine and tender being counted as two cars. Provided, however, that the Valley Company shall not be charged on account of the maintenance operation, renewal or replacement of any telegraph or telephone lines not used in its business in the operation of the joint section; but shall be charged with the entire expense of maintaining, renewing and replacing any telegraph and telephone wires it may string for its own use, and a proportionate part of the cost of any renewals or replacements of the poles and fixtures on which the said last mentioned wires may be strung. And provided further, that if the cost of such maintenance, renewal and replacement of the joint section during any fiscal year shall exceed the sum of twenty-five hundred dollars ($2,500.00) per mile for such year, such excess shall be divided equally between the then users of the joint section and an adjustment shall be made accordingly at the end of each fiscal year.

Section 2. The sums in paragraphs (*a*) and (*b*) of section 1 agreed to be paid are based upon the joint use of the joint section by the parties hereto only, and if another railway company or other railway companies be admitted by the Vancouver Company to the use of such joint section, or any part thereof, the Valley Company shall be entitled

to equal benefit with the Vancouver Company from the revenue derived from the admission of such other company or companies. It being understood that in the event of the admission of another company or other companies to the use of said joint section the Valley Company shall not be obligated to pay a greater proportion of five per cent per annum upon the cost of said joint section and upon the costs in paragraph (*b*) of section 1 hereinabove specified than one is to the entire number of parties using the joint section.

In determining whether or not a particular capital expenditure is or is not justified within this agreement, the total or contemplated use of the joint section or any part thereof, by all lines then using or about to use the same, shall be taken into consideration, but the Valley Company shall not be required to pay upon any capital expenditures which would not have been necessary except for the admission of other users to the joint section, unless it shall make use of the additions, betterments or improvements, for which such capital expenditure is made.

In the event that any company or companies shall use a portion only of the joint section, the joint section shall during such use, for the purpose of accounting, be divided into subsections conforming to the use which may be made thereof.

Section 3. In the event of another company or companies being allowed the use of any portion of the joint section separate accounts shall be kept in respect of all the various portions of the joint section used by some companies and not by others, and the *pro rata* proportion of operating expenses and the percentage on capital charges to be borne by each company using the joint section, or any part thereof, shall be based on the several portions so used by said several companies, the intention being that a company hereafter admitted using a portion of the joint section shall not be called upon to bear a part of the operating expenses or capital charges on portions thereof not used by such company.

Section 4. The Valley Company shall pay to the Vancouver Company at its offices in St. Paul all the compensation and charges of every name and nature which in and by this agreement the Valley Company is required to pay, in monthly instalments, on the first day of each month for the preceding month in respect of payments required under paragraph (*a*) of Section 1 of this Article and within thirty (30) days after the rendition of proper bills therefor in respect of all other compensation and charges required to be paid hereunder. Bills shall be rendered monthly by the

Vancouver Company as soon as may be after the last day of each month for which such compensation and charges shall have accrued and shall contain a detailed statement of the amount due on account of expenses incurred and services rendered during such month, and the Vancouver Company shall from time to time render necessary car mile statements to enable the amounts payable as aforesaid to be determined. Said statements shall be subject to verification and correction by the Valley Company. The books, records, vouchers, accounts and papers of the Vancouver Company touching or material to the cost of construction, improvements, betterments or additions to the joint section, or touching or material to the operating expenses shall at all times be freely open to the examination of the Valley Company. The payment of bills rendered shall not be delayed for errors which are not serious and important, but bills shall be paid as rendered, notwithstanding any error of ordinary character likely to occur in railway accounts, subject to correction and adjustment of all such errors in subsequent bills. Bills not paid within thirty (30) days of the date when due shall bear interest at the rate of six per cent per annum until paid.

Section 5. The Vancouver Company shall keep all the station buildings and other insurable property at any time a part of the joint section at all times reasonably insured. In the event of any loss or damage to any of said station buildings or property, the insurance money recovered in respect thereof shall be applicable towards the rebuilding, replacement and repair of the damaged or destroyed property. In the event that at the time of or prior to the damage or destruction of any such building or property, it shall be unnecessary for the use of said joint section, and it shall not be desirable to rebuild, replace or repair the same, any insurance money collected in respect of such loss or damage shall be retained by the Vancouver Company, but shall be credited to the cost of any additions or betterments to the joint section on account of which the Valley Company's rental may have been increased, as herein provided, and such rental shall be decreased accordingly.

Section 6. In the event of the sale of any property now or hereafter forming a portion of the joint section, or being appurtenant thereto, the proceeds of such sale shall be retained by the Vancouver Company, but shall be credited to capital account and the rental reduced accordingly. Any revenue derived from rental of any portion or portions of the joint section or for the use of the joint section or any portion thereof other than for purposes of transportation, shall be

retained by the Vancouver Company, but for the purpose of this contract shall be deducted from the total of the operating expenses of the joint section for the month during which the same was received before the apportionment of such expenses under the terms of this contract.

Section 7. If the Valley Company should fail to make any payment when due which it is obliged by this contract to make, or fail in any other respect to perform the obligations on its part to be performed under this agreement, and such default shall continue for six months after notice in writing shall have been given by the Vancouver Company to the Valley Company of an intention to terminate the contract, the Vancouver Company may at its election declare this agreement terminated and may exclude the Valley Company from all use of the joint section. Provided that failure to make any payment which is the subject of arbitration or litigation between the parties shall not, pending such arbitration or litigation be deemed cause of forfeiture hereunder.

Article Four.

Section 1. The Vancouver Company shall make reasonable rules and regulations, such as are from time to time customary among railroads, for the operation of the joint section.

All rules, regulations and train schedules shall be equal, just and fair as between the parties hereto and shall not unjustly discriminate against either. The Valley Company shall have in every respect the same right and privilege in the transaction of its business that the Vancouver Company has as to its business.

All trains, engines, and cars shall move over said joint section under and in accordance with the orders of the Managers, Superintendents, despatchers and other officers of the Vancouver Company having authority in that behalf in matters relating to the movement of trains, or in any other way affecting the safe and proper working of the joint section; and all conductors, enginemen, trainmen and other employees of the Valley Company connected with its trains, engines and cars, shall while upon the joint section be subject to the rules and regulations of the Vancouver Company and the orders of its said officers in respect of such movement. The parties hereto shall have and enjoy in all respects equal rights to the use of the joint section, and the trains of the Valley Company shall in every respect be given by the officers, agents and employees in charge or control of or engaged upon the joint section

equality of right, privilege and advantage with trains of a similar class of the Vancouver Company thereon; and shall equally have preference over trains of an inferior class belonging to either of the parties. All passenger trains shall be given preference over other trains and through trains shall be given preference over local trains. The main tracks of the joint section shall so far as practicable be at all times kept unobstructed for the use of both parties hereto.

Section 2. Joint schedules for the movement of engines, trains and cars over and upon the joint section shall be made from time to time by joint action of the proper officers of both parties hereto; said schedules shall as nearly as may be practicable afford an equality of right, privilege and advantage to trains of the same class operated by each party hereto and to trains of a superior class operated by either party a preference over trains of an inferior class operated by the other party. In the event of any dispute, or inability on the part of such officers to arrange and agree upon said schedule, or to arrange for or agree as to the speed of any trains in their movements over said joint section shall, if an agreement cannot otherwise be reached, be referred to and settled by arbitration in the manner hereinafter provided.

Section 3. The Vancouver Company shall be bound to use only reasonable and customary care, skill and diligence in maintaining and repairing the roadway, tracks, structures and appliances of and pertaining to the joint section. The Valley Company shall not by reason of any defect in the roadway, track, structures or appliances of the joint section or by reason of the failure or neglect of the Vancouver Company to repair any such defect or by reason of the failure or neglect of any joint employee, as herein defined, to repair such defect, have or make against the Vancouver Company any claim or demand for any loss, damage, or injury whatsoever arising from such defect, neglect or failure; but in the event the Vancouver Company should fail to repair any defect within a reasonable time after the Valley Company shall have notified it, specifying the defect and requesting that it be repaired, then the Valley Company shall have the right to submit the question of the necessity of such repairs to the Board of Railway Commissioners for Canada, or its successors in jurisdiction and authority, and in case such Board or successors shall order the repairs to be made and the Vancouver Company shall still neglect or refuse to make the same, the Valley Company shall have the right to make the necessary repairs at once, and the Vancouver Company shall and will pay to the Valley Company the cost thereof, but shall include and apportion

the amount thereof in operating expenses, as provided by Article III of this agreement.

The Valley Company shall at all times require its officers and employees to give prompt notice to the Vancouver Company of any defect in the tracks, structures or appliances of the joint section which may come to the notice of such officers and employees, but in no case shall the Valley Company be liable in damages to the Vancouver Company, or to any person using the joint section for the failure of such officers or employees to give such notice.

Section 4. In the event any engines, trains or cars of the Valley Company shall be wrecked while being run and operated over and upon the joint section, the wreck shall be picked up at once and removed to the Vancouver Company, and the Valley Company, except as herein otherwise provided, shall pay to the Vancouver Company the whole cost and expense of such service.

Section 5. The Vancouver Company shall operate said joint section and shall employ all persons, except train crews and engine crews, for the Valley Company, necessary to carry on the business of both parties in connection with said joint section. The Vancouver Company shall require all of said employees to be neutral in the performance of their duties to both parties hereto, and to do the business of the Valley Company without discrimination. Such agents and employees shall not solicit business or recommend the routing thereof, but in all respects shall act with entire impartiality to the railways using the joint section. The Vancouver Company shall pay on its own rolls the total salaries of all such employees. When any of such employees are required to work over-time the expense of such over-time shall be assumed by the party hereto at whose instance and on whose behalf the work was performed. Upon the request in writing of the Valley Company, for good cause proven, the Vancouver Company will transfer any of said employees that are unsatisfactory to the Valley Company. It is expressly understood and agreed that this section is not intended to cover, and does not cover, employees engaged exclusively in the train service of either of the parties hereto, but any employee engaged in the service of either party upon or about trains, coal bunkers, or round-houses shall be withdrawn from service on the joint section on the request in writing of the other party giving reasonable grounds for such withdrawal.

Section 6. All employees or agents collecting or receiving money, in so far as the custody of any moneys or revenues or effects is concerned, shall be deemed the sole and separate employees of the party for which they handle and receive

the same and shall report and remit directly to it. Such party may bond them or require them to furnish bonds, and neither party hereto shall be liable to the other party hereto on account of the handling of money, revenue or effects by any of such employees, or on account of the embezzlement, theft or loss of such money, revenues or effects in any manner whatsoever.

Section 7. Except trainmen and enginemen, all employees of the Vancouver Company engaged in maintaining, repairing or operating the joint section, or in despatching, giving orders for or directing the movement of trains, cars or engines thereon, or in the performance of any other service for the common benefit of each of the parties using the joint section, shall as between the parties hereto, for the purposes of this agreement, be deemed while engaged in such work as joint employees of both parties hereto. Enginemen and trainmen of any work train engaged in maintaining and repairing said joint section shall likewise be deemed joint employees, but if any persons are engaged partly in the maintenance or operation of the joint section and partly in service not connected therewith, then and in such cases they shall be considered as joint employees only to the extent of their employment for the joint use and benefit of the parties hereto in connection with the joint section.

Section 8. Each party hereto assumes all risk of loss, damage or injury which shall in any manner occur upon the joint section, or any part thereof, either to property of such party, or to property in its custody, or to its passengers, or to its employees or to third persons, or which the property covered by this agreement, or which the property of third persons shall suffer by reason of the movement of any engine, car or train of such party in all respects as if the said party had been in exclusive use and control of such joint section or part thereof, excepting only such loss, damage or injury as shall be caused by the sole negligence of the sole employees of the other party; and, excepting only as aforesaid, each party agrees to save the other harmless from such loss, damage or injury and from all liability and claim therefor and from all consequent costs and expenses. Each party agrees to save the other party hereto harmless from loss, damage or injury caused by negligence of its own employees and from all liability and claim therefor, and from all consequent costs and expenses.

The parties hereto expressly covenant and agree that in case of a collision between their respective engines cars or trains on said joint section, or of other train accident

caused by the negligence of enginemen or trainmen or of other sole employees, the party whose employees are alone at fault shall be solely responsible for and shall settle and pay for the entire loss and damage caused thereby, and shall so save the other party harmless therefrom; and in case any such collision or other such accident is caused by the fault of employees of both parties or by the fault of any joint employee or employees, or in case the cause of collision or other such accident is so concealed that it cannot be determined whose employee or employees were at fault, each party shall bear and pay all the loss, damage and injury which its own property or property in its custody, or its passengers or its employees, may have suffered in consequence thereof, and an equal share of all damage to property jointly used.

In the event that such loss, damage or injury shall be occasioned by the negligence of the joint employees not covered by some other provision of this agreement or shall be occasioned by the operation of engines, cars or trains in such way that it cannot be determined whose engines, cars or trains caused such injury, loss or damage, then all such loss, damage or injury to persons or property shall be charged to operating expenses and apportioned in accordance with the provisions of Article III of this agreement.

Each party hereto covenants and agrees that it will forever indemnify and save harmless the other party hereto, its successors and assigns from and against all claims, liabilities, or judgments by reason of any damage, the risk of which is herein assumed by such party, also from and against all claims, liabilities or judgments, on account of any death, injury or damage to persons or property, the liability for which is herein assumed by such party. And such party agrees to pay, satisfy and discharge all costs, charges and expenses that may be incurred in any judgment that may be rendered by reason thereof.

Section 9. All claims or suits growing out of injury to or death of joint employees, or the loss of property of joint employees on said joint section shall be settled and paid in the first instance by the Vancouver Company. If the sole employees of the Vancouver Company are solely responsible for such injury, death or loss, no claim shall be made therefor against the Valley Company. If the sole employees of the Valley Company are solely responsible for such injury, death or loss the Vancouver Company will make bill upon the Valley Company for the full amount paid in settlement of such suits, and the Valley Company shall pay to the Vancouver Company the amount of such bill or bills within thirty (30) days after the receipt thereof.

If such injury, death or loss is caused by the contributing negligence of the sole employees of both parties hereto, or by the sole negligence of joint employees, or by the negligence of joint employees combined with the negligence of the sole employees of either of the parties hereto, or in case the cause of the injury, death or loss cannot be determined, the Vancouver Company will include the amount paid in settlement of such suits or claims in the operating expenses and the same shall be apportioned and borne by the parties hereto in accordance with the provisions of Article III. When in settling any claim it appears likely that the amount of the same will be ultimately charged to the Valley Company, the Vancouver Company shall before making any settlement give the Valley Company a reasonable opportunity to settle the same and such claim shall not be paid without the consent of the Valley Company.

Section 10. Neither party shall under any circumstances have any cause of action against the other for loss or damage of any kind caused by or resulting from interruption or delay to its business.

Section 11. In case a suit or suits be commenced by any person or persons, corporation or corporations against either party hereto, for or on account of any loss, damage or injury for which the other party is liable under the provisions of this agreement, or for which in the opinion of the company sued the other shall be ultimately liable, the party so sued shall give to the other party reasonable notice in writing of the pendency of such suit, and thereupon the other party shall assume the defense of such suit, and shall save and hold the party so sued harmless from all loss and costs by reason thereof. Neither party shall be concluded by any judgment against the other party unless it have reasonable notice that it will be required to defend and have reasonable opportunity to make such defence. When such notice and opportunity have been given the party notified shall be concluded by the judgment as to all matters that could have been litigated in such suit.

Section 12. The parties will settle, as between themselves, any claim for loss or damage according to the terms of this agreement, notwithstanding any judgment or decree of any court or other tribunal in a proceeding brought by third parties.

Section 13. The Vancouver Company shall in the event that it admits other tenants to the use of the joint section, or any part thereof, on the terms and conditions permitted by this agreement, insert or cause to be inserted in any

agreement admitting such other tenant or tenants and made binding upon such other tenant or tenants, the provisions of this Article Four respecting joint employees and respecting liability for loss, damage, and injury for the benefit of the Valley Company when similar circumstances arise between the Valley Company and such other tenant or tenants. And such agreement with such other tenant or tenants shall be construed as if it were signed by all the railway companies at one time in the joint use of such joint section, or any part thereof.

ARTICLE FIVE.

Section 1. If at any time any question (other than those hereinbefore provided to be submitted to the Chief Engineer of the Board of Railway Commissioners for Canada) shall arise touching the construction of this contract or concerning any of the rights, obligations or covenants of either party, upon which question the parties cannot agree, such question shall be submitted for determination to the Board of Railway Commissioners for Canada, or its successors in jurisdiction, power and authority, and its decision thereon shall be binding, final and conclusive upon the parties hereto. In case for any reason such Board of Railway Commissioners for Canada, or its successors in jurisdiction, power and authority, shall decline to or shall not take jurisdiction to settle such controversy, then the same shall be submitted to the arbitrament of three disinterested persons familiar with such business and experienced in railway management, as follows, that is to say:—

(*a*) The party demanding such arbitration shall give to the other party notice of such demand, stating specifically the question to be submitted for decision, and nominating a person who has the required qualifications to act as one arbitrator. If at the expiration of fifteen (15) days from the receipt of such notice the party receiving it has not notified the party demanding arbitration of its nomination of a second arbitrator having like qualifications, the party requiring such arbitration may apply, on fifteen (15) clear days' notice to the other party, to a judge of any Superior Court of general jurisdiction and being a court of record of the province of British Columbia, for the appointment of a second arbitrator; and in the event of the party to whom notice of arbitration is given not having appointed such second arbitrator before the application shall come on for hearing before such judge, such second arbitrator shall be appointed by such judge and shall thereupon be deemed an arbitrator within this clause as if appointed by

the party to whom such notice was given. The two arbitrators so appointed as aforesaid shall select a third, and the three arbitrators so appointed shall constitute the Board of Arbitration. In the event of the two arbitrators being unable to agree on such third arbitrator, either party may upon five (5) clear days' notice to the other apply to a judge as aforesaid, for the appointment of such third arbitrator, and said judge shall upon such application appoint such third arbitrator, and when so appointed such three arbitrators shall constitute the board as aforesaid. The third arbitrator shall have the power to fix the time and place when and at which the arbitration shall be proceeded with, but in so doing shall give due consideration to the convenience of the parties and their witnesses.

(*b*) Upon such board of arbitration being completed it shall proceed with due diligence to inquire into the question at issue as disclosed in said notice, and may take such evidence as it may deem reasonable, or either party may submit without, if the board or a majority thereof deem it advisable, requiring witnesses to be sworn and may hear argument of counsel or others as in its opinion be desirable, and after all the parties interested have been heard shall proceed to make its award in the premises, which award shall be in writing, and which when signed by two or more arbitrators shall be final, binding and conclusive upon the parties hereto in respect to all matters so decided.

(*c*) Immediately after any award each party shall make such changes in the conduct of its business or such payments or restitution, as the case may be, as are in and by such award required of it to be made.

(*d*) The books and papers of both parties, so far as they relate to any matter submitted for arbitration, shall be open to the examination of the arbitrators.

(*e*) Each party to the arbitration shall pay an equal proportion of the fees and expenses of the arbitration and all the fees and expenses of its own witnesses and counsel, and until the arbitrators shall make their award upon any questions submitted to them the obligations and covenants under the terms of this agreement shall be continued to be performed in the manner and form existing prior to the arising of such question.

(*f*) If either party shall refuse to keep and perform any award the other party may enforce the same by apt proceedings in any court of law or equity.

Section 2. In order to assure settlements which will bind all the companies at any time using the joint section in case other companies shall hereafter be admitted to the

use of said joint section, or any portion thereof, the Vancouver Company will cause to be inserted in every contract admitting any other railway company, clauses of arbitration similar to those in this article contained, and such arbitration clauses shall be construed as if signed by all the railway companies using the property.

If any question shall arise which affects the use of the property by more than two railway companies using the property, and it shall be necessary to submit to the arbitrament of a board other than the Board of Railway Commissioners for Canada, the notice of a demand for arbitration shall be given to each company interested, and each shall have the right and be obligated to name an arbitrator having the qualifications hereinbefore stated, or in the event of its failure so to do such arbitrator shall be selected upon the notice hereinbefore provided for by the judge aforesaid. The arbitrators so chosen, if an even number, shall select one, if an odd number, two, arbitrators, having the qualifications hereinbefore stated to complete the board. In case of their failure to agree upon such additional arbitrators they shall be appointed by the judge aforesaid upon like notice, and in like manner, as hereinbefore provided. Such board shall proceed in the same manner as hereinbefore provided for arbitration where only two companies are interested, and its award or the award of a majority of the board shall be final, conclusive and binding upon the parties interested in such arbitration.

Article Six.

Section 1. Subject to the limitations and restrictions herein contained, this agreement shall attach to and run with the railways of the respective parties during the term hereof, and shall be binding upon and enure to the benefit of any railway company hereafter owning or operating either of such railways and the rights of the Valley Company acquired hereunder shall be deemed appurtenant to and running with its railway.

Section 2. The trains and engines of the Great Northern Railway Company and of any company owned or controlled (through stock ownership or otherwise) by it or operated as part of the Great Northern Railway System and of any company or companies so owned or controlled or operated by the Vancouver Company shall be considered the trains, engines and cars of the Vancouver Company, and the Vancouver Company shall have the right to operate the same in its own name, and they shall be entitled to be

operated by and in the name of either the Vancouver Company or Great Northern Railway Company over the joint section under the terms of this agreement. The trains and engines of the Canadian Pacific Railway Company and of any company owned or controlled (through stock ownership or otherwise) by it or operated by it as part of the Canadian Pacific System and of any company or companies so owned or controlled by the Valley Company shall be considered the trains, engines and cars of the Valley Company and the Valley Company shall have the right to operate the same in its own name, and they shall be entitled to be operated by and in the name of either the Valley Company or Canadian Pacific Railway Company over the joint section under the terms of this agreement.

Section 3. The Valley Company shall not, except as a part of the sale, transfer or assignment of its railway in its entirety, assign or transfer any rights or interest under this agreement or give or assume to give to any other company or person any rights or interest in, upon or in respect of the joint section or any part thereof, nor shall the Valley Company, except to the extent in Section 2 of Article 6 provided, undertake to operate the traffic of any other company over the said joint section under the cover of this agreement and any assignment or transfer or any instrument contrary to this clause shall be void and of no effect, it being expressly understood that the operating rights given to the Canadian Pacific Railway Company as defined in Section 2 of Article 6 hereof, shall embrace and be confined and limited to railway companies now or hereafter forming a part of the Canadian Pacific Railway System by whatever name the said system shall be known, provided, however, that the Valley Company shall have the right to assign or transfer its rights under this agreement as a part of the sale, transfer or assignment of its railway in its entirety.

Section 4. The Vancouver Company may admit another company or companies to the use of the joint section but such admission shall not be made on more favourable terms than those herein granted to the Valley Company and the Valley Company shall be entitled to and shall have equal benefit with the Vancouver Company of all revenue derived from the admission of such other company or companies. The Vancouver Company shall cause such other company or companies which it may admit to enter into and execute an agreement for the use of the joint section or such portion thereof as such company or companies may use, similar in terms and conditions to this agreement, and such agreement, when so signed by such

other railway company or companies shall be construed as if it were signed by all of the railway companies at any one time in the joint use of the joint section or any part thereof.

Section 5. Nothing herein contained shall be taken as creating or increasing any right in any third person to recover by means of damages or otherwise against either of the parties hereto.

Section 6. This agreement shall become effective upon its execution, and the rentals payable hereunder shall commence on the first day of January, 1915, provided such joint section shall be completed and ready for operation on that date. If not so completed the rentals and payments hereunder shall commence when the same is fully completed and ready for operation.

Section 7. In case the Board of Railway Commissioners for Canada, or any other lawful authority, shall make any order in respect to the joint section upon the parties hereto, or either of them, each of the parties hereto will co-operate with the other in the carrying out of such order, and each will so arrange its operation and business as to enable the other to comply with the terms of the order made.

Section 8. This agreement shall, subject to sooner determination thereof, as herein provided, continue in force for a period of twenty (20) years from the date hereof, provided, however, that the parties hereto will join in an application to the Parliament of Canada for the necessary legislation confirming and ratifying the same and making it effective during the period of nine hundred and ninety-nine years (999) from the date hereof, and when so ratified and confirmed this agreement shall be and continue in force for the said term of nine hundred and ninety-nine years from the date hereof. Each party hereto consents that such legislation shall be enacted, and agrees to take all necessary steps in obtaining the same, and each party shall pay one-half the expense in connection with such legislation.

Section 9. If at any time, in the opinion of the Chief Engineer of the Valley Company, the Vancouver Company is not proceeding with due diligence in the construction of the whole of the joint section, the Board of Railway Commissioners for Canada may, on the application of the Valley Company, make an order directing the Vancouver Company to take all such steps as in the opinion of the board may be necessary to insure due completion of the said joint section by the thirty-first day of December, 1914.

Section 10. If for any reason any covenant or agreement hereinbefore contained, not material to the right of the

Valley Company to use the joint section, or any portion thereof, shall be adjudged void, such adjudication shall not affect the validity, application or performance of any other covenant or agreement which is in itself valid. No controversy as to the construction or validity of any covenant or agreement shall delay the performance of any other covenant or agreement. In the event of the failure in law of any covenant or agreement herein contained, such steps shall be taken or such other agreement or agreements shall be made as shall be advised by counsel to carry into effect the purposes and intents herein expressed.

Section 11. This agreement shall be binding upon and enure to the benefit of the successors and assigns of the parties hereto, but this provision is not to be construed as in any way extending the right of assignment granted to the Valley Company under Section 3 of Article 6 hereof.

In witness whereof the said Vancouver, Victoria and Eastern Railway and Navigation Company and the said Kettle Valley Railway Company have caused this instrument to be executed by their proper officers and their corporate seals to be hereunto affixed and attested the day and year first hereinabove written.

In the presence of:

VANCOUVER, VICTORIA AND EASTERN RAILWAY AND NAVIGATION COMPANY,

By

President.

Attest

Secretary.

KETTLE VALLEY RAILWAY COMPANY,

By

President.

Attest

Secretary.

The Canadian Pacific Railway Company, a corporation organized and existing by virtue of the laws of the Dominion of Canada, for and in consideration of one dollar ($1) to it in hand paid and for and in consideration of the covenants and agreements made in the foregoing contract by the Vancouver, Victoria and Eastern Railway and Navigation Company and for other valuable considerations to it moving, the receipt whereof is hereby acknowledged, does

hereby guarantee to the said Vancouver, Victoria and Eastern Railway and Navigation Company, the performance by the Kettle Valley Railway Company of the foregoing contract and of each and every of the conditions, covenants and agreements therein contained on the part of the said Kettle Valley Railway Company.

In witness whereof, the said Canadian Pacific Railway Company has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed and attested this

In the presence of:

CANADIAN PACIFIC RAILWAY COMPANY,

By

President.

Attest

Assistant Secretary.

The Great Northern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Minnesota, for and in consideration of the covenants and agreements made in the foregoing contract by the Kettle Valley Railway Company, and for other valuable considerations to it moving, the receipt whereof is hereby acknowledged, does hereby guarantee to the said Kettle Valley Railway Company, the performance by the Vancouver, Victoria and Eastern Railway and Navigation Company of the foregoing contract and of each and every of the conditions, covenants and agreements therein contained on the part of the said Vancouver, Victoria and Eastern Railway and Navigation Company.

In witness whereof the said Great Northern Railway Company has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed and attested this

In the presence of:

GREAT NORTHERN RAILWAY COMPANY.

By

President.

Attest

Assistant Secretary.

An Act respecting the Kettle Valley Railway Company.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 51.

An Act respecting The Kettle Valley Railway Company, and to ratify and confirm an agreement with The Vancouver, Victoria and Eastern Railway and Navigation Company.

First reading, February 23, 1915.

(PRIVATE BILL.)

MR. GREEN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 52.

An Act respecting The Montreal, Ottawa and Georgian Bay Canal Company.

WHEREAS The Montreal, Ottawa and Georgian Bay Canal Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1894, c. 103; 1898, c. 109; 1900, c. 106; 1906, c. 128; 1908, c. 130; 1910, c. 130; 1912, c. 123; 1913, c. 154.

Extension of time for completion.

1. The Montreal, Ottawa and Georgian Bay Canal Company, hereinafter called "the Company," may commence the construction of its canals, or any of them, and expend fifty thousand dollars thereon, on or before the first day of May, one thousand nine hundred and eighteen, and may complete the said canals and put them in operation before the first day of May, one thousand nine hundred and twenty-four, and subject to the provisions of this Act may, in connection with such construction and operation, exercise the powers granted to the Company by chapter 103 of the statutes of 1894 and amendments thereto; and if such construction is not commenced and such expenditure is not so made, or if the said canals are not completed and put in operation within the said periods respectively, the powers granted to the Company by Parliament shall cease and be null and void as respects so much of the said canals and works as then remains uncompleted. 1894, c. 103.

1913, c. 154 amended.

2. Section 3 of chapter 154 of the statutes of 1913 is repealed.

When consent of provincial governments required.

3. Nothing in this Act or in any other Act governing or affecting the Company shall be construed to authorize or empower the Company to enter, take or use the public lands of the provinces of Ontario or Quebec without the consent of the Lieutenants Governor in Council of the re-

spective provinces except to the extent necessary for the purpose of constructing the canal and necessary works incidental thereto, and for the purpose of developing power necessary for the operation of the canal.

Certain rights saved.

4. Nothing in this Act shall affect or impair the rights of the Government of Canada under or by virtue of the provisions of the section substituted by section 5 of chapter 128 of the statutes of 1906 for section 43 of chapter 103 of the statutes of 1894.

52.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 52.

An Act respecting The Montreal, Ottawa and Georgian Bay Canal Company.

First reading, February 23, 1915.

(PRIVATE BILL.)

MR. WHITE, (Renfrew).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 53.

An Act to incorporate The Marcil Trust Company.

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

Incorporation.

1. John Phelan Callaghan, manager; Joseph Adhémar Ogden, notary public; John Ogilvy Harris, constructional superintendent; Alfred Bureau, office manager and Edward Albert Hewitt, accountant, all of the city of Montreal, in the province of Quebec, together with such persons as became shareholders in the company, are incorporated under the name of "The Marcil Trust Company," hereinafter called "the Company."

Name.

Provisional directors.

2. The persons named in section 1 of this Act shall be the provisional directors of the Company.

Capital stock.

3. The capital stock of the Company shall be one million dollars.

Head office.

4. The head office of the Company shall be in the city of Montreal, in the province of Quebec.

1914, c. 55 to apply.

5. The Company shall have all the powers, privileges and immunities conferred by, and be subject to all the limitations, liabilities and provisions of *The Trust Companies Act, 1914*.

5th Session, 12th Parliament 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 53.

An Act to incorporate The Marcil Trust Company.

First reading, February 23, 1915.

(PRIVATE BILL.)

MR. MARCIL,
(Bonaventure).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 54.

An Act respecting The Toronto Terminals Railway Company.

WHEREAS The Toronto Terminals Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1906, c. 170; 1913, c. 202; 1914, c. 113.

1. Chapter 170 of the statutes of 1906 is amended by inserting the following section immediately after section 9 thereof:— New section added.

"**9A.** The Company may also acquire all lands or interests therein, rights and easements which the directors consider requisite or desirable and may construct, provide, renew, maintain and operate at the said city of Toronto such buildings, structures, tracks, sidings, connections, yards, equipment and appliances as may be suitable or advantageous for the handling of freight traffic in a terminal, and may enter into agreements with The Grand Trunk Railway Company of Canada, The Canadian Pacific Railway Company and The Toronto Harbour Commissioners, or either of them, for the handling of the freight business of the said companies, or any portion thereof, in or near the said city." Powers as to Union freight terminals.

2. Section 10 of the said chapter is hereby amended by striking out the words, in the tenth, eleventh and twelfth lines thereof, "heretofore or hereafter purchased, leased or otherwise acquired by the said company for the purposes of the undertaking of the Company," and inserting in lieu thereof the words "owned or leased by it in the city of Toronto." Union Station property.

Issue of securities increased.

3. Section 14 of the said chapter as amended by section 2 of chapter 202 of the statutes of 1913 and by section 2 of chapter 113 of the statutes of 1914 is hereby further amended by substituting for the words "twelve million," in the second line thereof, the words "fifteen million."

Agreement regarding Union Station and terminals at Toronto.

4. The agreement dated the fifth day of March, nineteen hundred and fourteen, between The Toronto Terminals Railway Company and The Grand Trunk Railway Company of Canada and The Canadian Pacific Railway Company, which is set forth in the schedule to this Act, is hereby ratified and confirmed and declared to be legal, valid and binding in all respects whatsoever, as fully and effectually as if the several clauses thereof were set out at length and enacted in this Act, and the parties to the said agreement are hereby authorized and empowered to do whatever may be necessary to give full effect to the provisions thereof.

SCHEDULE.

THIS AGREEMENT made this Fifth day of March, A.D. 1914.

Between:

THE TORONTO TERMINALS RAILWAY COMPANY, hereinafter called "the Terminals Company,"

Of the First Part;

THE GRAND TRUNK RAILWAY COMPANY OF CANADA, hereinafter called "the Grand Trunk,"

Of the Second Part;

and

THE CANADIAN PACIFIC RAILWAY COMPANY, hereinafter called "the Canadian Pacific,"

Of the Third Part.

Whereas the Terminals Company was incorporated by an Act of the Parliament of Canada, Chapter 170 of the Statutes of 1906, as amended by 3-4 George V, Chapter 220, with an authorized capital of Two Million Dollars, and by said Act was invested with the powers therein set forth;

And Whereas by the said Act the Grand Trunk is empowered to sell, assign, transfer and convey to the Terminals Company, upon such terms, conditions and for such considerations as are agreed upon between the directors of the Grand Trunk and the Terminals Company, the whole or any part of the property in the City of Toronto, known as the Union Station property, with the appurtenances thereto belonging or used in connection therewith, and also any

right, title and interest of the Grand Trunk in any lands purchased, leased or otherwise acquired by the Grand Trunk for the purpose of the undertaking of the Terminals Company, including any lands or interests therein, rights and easements acquired by the Grand Trunk under and by virtue of an agreement between that Company and the Corporation of the City of Toronto, dated the 22nd day of April, 1905, or under the authority of an Order of the Board of Railway Commissioners for Canada, dated the 23rd day of February, 1905;

And Whereas by the said Act the Canadian Pacific is also empowered to sell, assign and convey to the Terminals Company upon such terms and conditions and for such considerations as are agreed upon between the Directors of the Canadian Pacific and the Terminals Company so much of any lands in the City of Toronto owned by the Canadian Pacific or such right, title and interest therein or thereto held or enjoyed by the Canadian Pacific as the Directors of the Terminals Company deem it expedient and advisable to acquire for the purposes of that Company;

And Whereas by the said Act it is provided that any conveyance to the Terminals Company of the said lands or interest therein, rights and easements, duly executed by the Grand Trunk or the Canadian Pacific shall vest in the Terminals Company the right, title or estate of the Grand Trunk or the Canadian Pacific, as the case may be, in the lands, interests, rights and easements set out and described in such conveyance, freed and discharged from all securities, charges and encumbrances, if any, of every kind and nature whatsoever, created or made a charge thereon by the Company, the grantor in such conveyance or to which the same may have become subject by virtue of the provisions of any Act respecting such Company passed prior to the execution of such conveyance;

And Whereas by agreement dated the 29th day of July, One Thousand, Nine Hundred and Thirteen and made between the Corporation of the City of Toronto, the Toronto Harbour Commissioners, the Grand Trunk and Canadian Pacific, and approved by Order of the Board of Railway Commissioners, dated the Thirty-first day of July, 1913, it is provided that there shall be constructed a viaduct extending from a point at or near Bathurst Street easterly to the Don Yards of the Grand Trunk at or near Cherry Street, and from Cherry Street easterly to a point southwesterly of the high level bridge at Queen Street, on the line of the Canadian Pacific and Belt Line Railway, and from Cherry Street to a point at or near Logan Avenue on the line of the Grand Trunk in the City of Toronto, which, together with

the works connected therewith and incidental thereto, including the elevation of the Don Sorting Yards of the Grand Trunk, and the Coach Yards of the Canadian Pacific and the Union Station tracks, is to be constructed in accordance with plans and profiles dated the 25th day of April, 1913, identified in accordance with the said agreement;

And Whereas by the said Act 6 Edward VII, Chapter 170, the Grand Trunk and the Canadian Pacific are respectively empowered to subscribe for, take and hold shares of the Capital Stock of the Terminals Company to the extent of one-half of the total of such Capital Stock from time to time issued and also from time to time jointly or severally, and upon such terms and conditions as the Directors of the parties hereto agree upon to guarantee the payment of the principal and interest of any Bonds, Debentures or other securities which may from time to time be issued by the Terminals Company for the purpose of its undertaking;

And Whereas for such purposes, it will be necessary for the Terminals Company to issue Bonds, Debentures or other securities, and it is desirable and in the interest of the Terminals Company that the payment of the principal and interest of such Bonds, Debentures or other securities as may be issued by the Terminals Company with the approval of the Grand Trunk and Canadian Pacific should be guaranteed by the Grand Trunk and Canadian Pacific as by the said Act provided;

And Whereas it is the intention of the Grand Trunk and Canadian Pacific to use such portions of the Toronto Terminals, hereinafter described as such Companies may respectively deem necessary or desirable not only for passenger business, but also for freight business;

Now Therefore This Indenture Witnesseth that the parties hereto respectively covenant, promise and agree each with the other as follows:—

1. The Terminals Company shall assume the covenants of the Grand Trunk and the Canadian Pacific in the said agreement of the 29th day of July, 1913, above mentioned, so far as relates to the portion of the Viaduct included in the lands shown coloured red and blue on the plan forming part of this agreement and identified by the signatures of the proper officers of the parties hereto, and will, with all practicable despatch and in as economical a manner as possible proceed to acquire the lands required for the said station and portion of Viaduct and will construct the said portion of the Viaduct in all respects in accordance with the said agreement of July 29th, 1913, and will erect an adequate passenger station with all necessary tracks, side tracks and appurtenances, and will furnish accommodation in and

in connection with said station for the passenger, baggage and express business of the Grand Trunk and Canadian Pacific and such other railway companies as may be admitted to the use of the same. The said portion of the Viaduct and works connected therewith and incidental thereto and the said station, tracks and appurtenances as shown coloured red and blue on the said plan are herein referred to as "the Toronto Terminals."

2. The junctions between the tracks of the Grand Trunk and Canadian Pacific and the tracks of the Terminals Company are shown on the said plan. The Terminals Company shall determine the protective appliances to be established at said junctions and shall bear the cost of the construction, maintenance and operation of such junctions and protective appliances, Provided, however, that the Grand Trunk and Canadian Pacific shall have the right to connect their tracks with those of the Terminals Company in future, as and when such connections may be required, such further connections to be made by the Terminals Company at the expense of the Grand Trunk or Canadian Pacific, as the case may be, and thereafter the cost of maintaining and operating such connections including the cost of maintenance and operation of necessary protective appliances shall be borne by the Company requiring such connections to be made.

3. The Grand Trunk shall, upon the request of the Terminals Company, sell, assign, transfer and convey to the Terminals Company the lands, property, appurtenances, rights and easements and all right, title and interest of the Grand Trunk in and to the present Union Station property and facilities, and the Terminals Company shall pay therefor to the Grand Trunk the sum of One Million, Three Hundred and Seventy-five Thousand, Six Hundred and Fifty-eight Dollars and Sixteen Cents ($1,375,658.16) and thereupon the said lands and property shall become the property of and form part of the Toronto Terminals and the agreement, dated 26th July, 1892, in regard to the present Union Station shall be cancelled.

4. The Grand Trunk shall, upon the request of the Terminals Company, for the consideration hereinafter expressed, sell, assign, transfer and convey to the Terminals Company, the lands, property and appurtenances, rights and easements and all right, title and interest of the Grand Trunk therein and thereto acquired by the Grand Trunk, or on its behalf, under or in pursuance of the Order of the Board of Railway Commissioners, dated the 23rd day of February, 1905, and the agreement between the Grand Trunk and the City of Toronto, dated April 22nd, 1905, or before or since

the dates of the said Order or agreement acquired by the Grand Trunk, or on its behalf, for the purposes of a new Union Station and approaches thereto, and the Terminals Company shall assume and indemnify the Grand Trunk against the obligations imposed on or incurred by the Grand Trunk under the said Order and agreement. The Terminals Company shall pay for said lands the cost thereof to the Grand Trunk plus interest at the rate of five per centum per annum between the date on which said lands were acquired by the Grand Trunk and the date on which they are transferred to the Terminals Company, together with legal expenses and costs in connection with their acquisition and taxes paid thereon during the said period with interest from the date of payment, less any revenue received by the Grand Trunk from such lands during such period.

5. The Grand Trunk shall, upon the request of the Terminals Company and upon such terms and conditions and for such consideration as may be agreed upon between the Directors of the Grand Trunk and the Terminals Company, or in case of disagreement as shall be determined by arbitrators, appointed as hereinafter provided, sell, assign, transfer and convey to the Terminals Company so much of any lands in the City of Toronto owned by the Grand Trunk, or held on its behalf, other than the lands described in paragraphs 3 and 4 hereof or such right, title or interest therein or thereto held or enjoyed by the Grand Trunk, or by any one on its behalf, as the Directors of the Terminals Company deem it expedient and advisable to acquire for the purposes of the undertaking of the said Company.

6. The Canadian Pacific shall, upon the request of the Terminals Company and upon such terms, conditions and for such considerations as may be agreed upon between the Directors of the Canadian Pacific and the Terminals Company, or in case of disagreement as shall be determined by arbitrators, appointed as hereinafter provided, sell, assign, transfer and convey to the Terminals Company so much of any lands in the City of Toronto owned by the Canadian Pacific, or held on its behalf, or such right, title or interest therein or thereto held or enjoyed by the Canadian Pacific, or by any one on its behalf, as the Directors of the Terminals Company deem it expedient and advisable to acquire for the purposes of the undertaking of the said Company.

7. The Grand Trunk and Canadian Pacific hereby respectively agree with the Terminals Company that they will each subscribe for, take and hold shares of the Capital Stock of the Terminals Company, to the extent of one-half

of the total amount of such Capital Stock from time to time issued by that Company, it being distinctly understood and agreed between the parties hereto, that, at all times, an equal and like number of shares of the Capital Stock of the Terminals Company shall be held by the Grand Trunk and Canadian Pacific respectively, or by their respective nominees.

8. The Grand Trunk and Canadian Pacific further respectively agree with the Terminals Company that they will, in pursuance of the powers conferred upon them, as and when required by the Terminals Company, jointly guarantee the payment of the principal and interest of such Bonds, Debentures or other securities as the Terminals Company may from time to time, in pursuance of the powers conferred upon that Company, issue for the purpose of its undertaking. Notwithstanding the nature or extent of the liability of the Grand Trunk and Canadian Pacific respectively created in favour of the holder of any of such Bonds, Debentures or other securities by reason of the giving of such guarantee, it is agreed that the said Companies as between themselves shall and will each assume and be responsible for one-half of such amount as may from time to time or at any time become payable under or in pursuance of such guarantee, and that should either of the said Companies be called upon to pay under or by reason of such guarantee a sum in excess of the proper proportion payable by such Company in accordance with the terms hereof, the Company so paying such excess shall have the right to demand repayment thereof by the other and such other Company hereby covenants and agrees to forthwith repay the same.

9. Each of the parties hereto of the second and third parts, namely, the Grand Trunk and Canadian Pacific respectively, covenants and agrees with the Terminals Company and with each other that upon the same being ready for use it will, at all times thereafter, use the passenger station in the said Toronto Terminals as its principal passenger station in the City of Toronto.

10. During the whole period of this agreement the Terminals Company will do all things necessary to keep up its organization, and will comply with all duties required of it by law; it will maintain in good condition and repair the said Toronto Terminals and all the buildings, yards, tracks and appurtenances pertaining to the same; employ suitable officers and agents to conduct its business; pay all taxes and assessments of every kind that may be legally imposed upon its property, or its Capital Stock or securities, and payable by it; it will also keep its buildings insured in a reasonable

and proper amount, and will pay all other expenses incurred in the proper management of the said Terminals, including alterations thereof; it will also keep an account of all moneys received by it from other companies or persons from rent of offices, refreshment rooms and privileges in said Terminals and from all sources pertaining to the use of said Terminals or any part thereof and will furnish monthly to the Grand Trunk and Canadian Pacific an itemized statement of such expenses and receipts.

11. If application be made to the Terminals Company by any other Railway Company for accommodation in said station, the Terminals Company will promptly notify the Grand Trunk and Canadian Pacific thereof, and it will not make any arrangements for such accommodation with any other railway company without the consent of the Grand Trunk and Canadian Pacific and only upon such terms as may be agreed to by the Grand Trunk and Canadian Pacific.

12. The Terminals Company will have the general management and control of the Toronto Terminals and of the operation of trains therein and will appoint suitable officers and agents to perform all necessary duties in that respect and make and issue proper rules governing the same. All trains of the Grand Trunk and Canadian Pacific using the said Terminals or any part thereof shall be manned and operated by employees of the said Companies respectively, but subject to such regulations as to switching or other movements as may be made in accordance with this agreement, or with any other agreement which may be hereafter entered into with respect to the operation of passenger and freight traffic upon the said Terminals.

13. The Terminals Company shall keep a Capital Account to which shall be charged all sums expended and costs and expenses from time to time incurred in the acquisition, providing and construction of the said Toronto Terminals, including interest payable during construction, and such additions, extensions, betterments and permanent improvements thereto as the said Company may deem necessary for the purpose of its undertaking, including all sums expended in replacing any buildings or structures destroyed by fire, or other casualty (less moneys received from insurance) and generally all such other sums if any not herein specified as are properly chargeable to Capital as distinguished from Revenue Account. The expenses incurred in the acquisition of lands between Yonge Street and the Don River shall be kept separate. The Capital Account shall be credited with any sum realized from the sale of property or material of the Terminals Company, the cost of which shall have been charged to the said Account, and

the interest payable on Capital Account shall from time to time be reduced by all sums received by the Terminals Company by way of rentals from tenants, lessees, licensees and occupants of offices, shops, apartments and for other accommodation and privileges in and about the Toronto Terminals, except such proportion of the expenses of maintenance and operation as may be contributed or be paid by any other railway company, or companies, using the Toronto Terminals, or any portion thereof.

14. The Terminals Company shall also keep an account of the expenses from time to time incurred by it in the maintenance and operation of the Toronto Terminals. Such expenses shall consist of and include office and management expenses, salaries and wages of officers and employees, legal and other like expenses, supplies, maintenance and repairs generally, including repairs and renewals of station and other structures, furniture and equipment, taxes (where not exempt), lighting, heating, water supply, compensation for loss, damage or injury for which the Terminals Company is responsible, the cost of compliance by the said Company with any Order of the Board of Railway Commissioners for Canada, and generally all such other expenses, if any, as are usually chargeable to maintenance and operation of union railway terminals. Provided, however, that all revenues received from baggage storage, parcel rooms and other facilities, the operation of which is conducted by the employees of the Terminals Company shall from time to time be applied in reduction of the expenses of maintenance and operation.

15. The Grand Trunk and Canadian Pacific respectively shall pay to the Terminals Company by way of rental and compensation for the use and enjoyment of the said Toronto Terminals by such Company

(1) one-half of

(*a*) Interest at the rate of five per cent upon the amount from time to time standing at the debit of Capital Account.

(*b*) All rentals or other annual payments assumed or payable by the Terminals Company under any lease or agreement by which the Terminals Company may acquire or enjoy the use of any lands, buildings, rights or easements, comprised in and forming part of the Toronto Terminals, or appurtenant thereto.

(*c*) All insurance premiums payable by the Terminals Company for the protection of its property against loss or damage by fire.

(2) The proportion computed on the basis hereinafter mentioned of the expenses of maintenance and

operation of the Toronto Terminals payable by each of the said Railway Companies.

Although included in the lands coloured red on the plan herein referred to, the two tracks between the points "C" and "D" on the said plan are for the exclusive use of the Canadian Pacific, and the two tracks between the points "A" and "B" are for the exclusive use of the Grand Trunk, and the interest on the capital cost and the cost of maintenance thereof shall be paid by each of the said Companies respectively to the Terminals Company.

16. It is the spirit and intent of this agreement that the compensation receivable by the Terminals Company for the use and enjoyment of the Toronto Terminals shall at all times be sufficient to pay all interest, rentals and insurance paid or payable by the Terminals Company as in the preceding clause mentioned and also all expenses in connection with the maintenance and operation of the Toronto Terminals. Should any other railway company be admitted to use the Toronto Terminals such re-apportionment on the basis of this agreement shall be made of the amounts payable by the Grand Trunk and Canadian Pacific for the use and enjoyment thereof as may be rendered necessary thereby, and so that such other Company shall pay the same proportion of interest, rentals and insurance as the Grand Trunk and Canadian Pacific shall upon such re-apportionment be liable to pay, and in addition such sum as may be reasonable to provide for depreciation, and also the proper proportion of the expense of maintenance and operation ascertained pursuant to the provisions of paragraph 19.

17. The Terminals Company shall, as soon after the first of each month as reasonably possible, render to the Grand Trunk and Canadian Pacific respectively full and detailed statements and accounts showing the amounts payable for the preceding month by each of the said companies by way of or on account of interest on Capital Account, rent, insurance and expenses of maintenance and operation as aforesaid, and within sixty days after the rendering of the said accounts, the Grand Trunk and Canadian Pacific shall respectively pay to the Terminals Company the amount properly payable by such Company pursuant to the terms of this agreement.

18. The statements rendered by the Terminals Company to the Grand Trunk and Canadian Pacific under the preceding paragraph shall be final and conclusive unless within sixty days after the rendering thereof objection be made in writing specifying the particular item, or items, objected to, and any matter of difference if not otherwise adjusted, shall be submitted to arbitrators to be chosen as hereinafter

provided. If the decision shall be against the Terminals Company, then the amount in question shall be included in the next monthly statement of expenses of maintenance and operation.

19. (1) For the purpose of apportioning the expense of maintenance and operation of the Toronto Terminals under this agreement, the said Terminals shall be divided into two zones composed of Zone "A" comprising that portion of the said Terminals intended to be used exclusively for passenger purposes, including the Union Station and tracks and facilities intended to be used for passenger, express and mail traffic, which is shown in blue on the plan hereto attached, and Zone "B" comprising all other portions of the said Terminals shown in red on the said plan. The expense of maintenance and operation of Zone "A" shall be borne by the Grand Trunk and Canadian Pacific in the respective proportions which the number of each Company's engines hauling passenger trains (except such engines as may be engaged in switching) and passenger train vehicles using the said zone or any part thereof bears to the whole number of said engines and passenger train vehicles using the same.

(2) Engines and passenger train vehicles arriving at said station shall be counted once and engines and passenger train vehicles departing from said station shall be counted once; but engines and passenger train vehicles comprised in through trains arriving at and departing from said station shall be counted once only.

(3) Engines and passenger train vehicles passing over any portion of the Toronto Terminals for the purpose of entering the station to take on passengers, baggage, mail or express, or engines and empty passenger train vehicles departing from the station after discharging passengers, baggage, mail or express and moving over any portion of the said Terminals shall not by reason of such movement be counted in the number of engines or passenger train vehicles using the Terminals, or either of said zones.

(4) When, on account of being found to be in bad order or by reason of the requirements of the service, passenger train vehicles in through trains using the Union Station are replaced by other passenger train vehicles such vehicles so replacing others shall not be counted as additional passenger train vehicles. Additional passenger train vehicles added to any through train in the Union Station increasing the number over and above the number and passenger train vehicles entering the station shall be added to the total number of passenger train vehicles to be counted.

(5) The expense of maintenance and operation of Zone "B" shall be borne by the Grand Trunk and Canadian Pacific in the proportion which the number of each Company's engines and cars of all kinds using the said zone, or any part thereof, bears to the whole number using the same. Engines and cars engaged in passenger traffic shall be counted while upon Zone "B" in the same manner as provided with respect to Zone " A." Engines and cars forming part of a through train passing through Zone "B" shall be counted once only.

20. Should the Grand Trunk or Canadian Pacific make default in payment and such default continue for six months the Terminals Company may, after sixty days' notice, provided such default still continues, exclude the Company so in default from further use and enjoyment of the Toronto Terminals, or any part thereof, as the Terminals Company may deem advisable.

21. All loss, damage or injury to persons or property occurring within the boundaries of the Toronto Terminals and caused by or resulting from the negligence of the Grand Trunk or Canadian Pacific respectively or of any of the officers, agents or employees of either of such Companies, and all costs and expenses incurred in connection therewith shall be assumed and borne by the Company so guilty of negligence, but this shall not give to any third person any claim or cause of action which he would not otherwise have, and the Grand Trunk and Canadian Pacific respectively shall indemnify and save harmless each other from and against all such loss, damage, injury, costs and expenses. In case such loss, damage or injury be caused by or result from the neglegence of the Terminals Company, or any of its officers, agents or employees, or arise out of any occurrence the origin of which cannot be attributed to the negligence of the Grand Trunk or Canadian Pacific or their respective officers, agents or employees, or in case the responsibility therefor cannot be satisfactorily fixed, then and in all and each of such cases the amount thereof and of all costs and expenses incurred in connection therewith shall be charged to and paid as part of the expenses of maintenance and operation for the month in which such loss, damage or injury happened. In case proceedings be commenced against any party hereto for the recovery of damages by reason of loss or injury which another agrees herein to assume, the party proceeded against may give notice thereof to such other and thereupon the last named party shall assume the defence of such proceedings.

22. In case judgment be obtained against any party hereto for damages caused by the neglect of the said

Terminals Company, its agents or servants, in the maintenance or operation of said Terminals, the amount of such judgment shall be treated, together with all expenses of the action in which the same is obtained, as a part of the expenses mentioned in paragraph 14 hereof, and shall be paid and satisfied by the Terminals Company, and if such damage be caused by the joint neglect of the Terminals Company and either the Grand Trunk or Canadian Pacific, then such negligent parties shall pay such damages and costs equally, and only that part thereof paid by said Terminals Company shall be treated as part of such expenses; and said Grand Trunk and Canadian Pacific mutually covenant and agree each with the other and others of them that if injury be caused by the joint neglect of any or all in and about the use of said station, by reason of which one is compelled to pay damages, the other or others so jointly negligent shall pay on demand an equal portion thereof.

23. The Terminals Conpany shall decide as to the facilities to be afforded on the Toronto Terminals from time to time to the express and telegraph companies which may carry on an express or telegraph business upon the lines of the Grand Trunk and Canadian Pacific respectively, and the rentals to be paid by any such Company.

24. Neither the Grand Trunk nor the Canadian Pacific shall or will, without the consent of the other, assign or transfer any rights or interests under this agreement or give or assume to give to any other Company or person any rights or interests upon or in respect of the Toronto Terminals or any part thereof; and any assignment, transfer or other instrument contrary to the provisions of this clause shall be void and of no effect: Provided, however, that an amalgamation by either of the said Companies with another company shall not be deemed an assignment or transfer contrary to this clause, and the amalgamated company as successors by amalgamation shall possess all the rights of its predecessors under this agreement; nor shall anything herein contained be construed to confine or restrict the use and enjoyment of the Toronto Terminals by either of the said Companies to the operation of lines now chartered, leased, acquired, operated, controlled, or managed by or affiliated with either of them, or of any line which forms part of the system of railways controlled, operated or managed by the said Companies respectively, but shall extend to and include all such lines as may be properly so described.

25. It is agreed that service of any statement or notice required to be made by the Terminals Company upon either the Grand Trunk or Canadian Pacific may be made

on the President or the General Manager, for the time being of either the Grand Trunk or Canadian Pacific; and the said Terminals Company agrees that it will, on request of either the Grand Trunk or Canadian Pacific and upon being satisfied of some good cause or reason therefor discharge any of its agents and employees connected with the management of said station the said Grand Trunk or Canadian Pacific, however, indemnifying said Terminals Company from all liability by reason of such discharge, and all agents and employees shall be engaged subject to being so discharged on request, as well as to being discharged at the pleasure of the said Terminals Company as is customary in all business.

26. The covenants and obligations hereby entered into and assumed by the Terminals Company shall be jointly and severally enforceable against the Terminals Company, its successors, or assigns by the Grand Trunk and the Canadian Pacific and the covenants and obligations entered into and assumed by the said Grand Trunk and Canadian Pacific shall be binding on each of them severally in respect of its ascertained share of the moneys to be paid and the duties to be performed hereunder, and neither of them shall be in any manner responsible for any breach of this agreement by any other of the parties hereto.

27. If in the execution and performance of this contract, questions of difference as to the meaning thereof or any part thereof shall arise between the parties hereto in relation to the management of the Toronto Terminals, or in relation to agents and employees, or if in practice it shall be found that some other provision should have been inserted herein, or some contained herein should be modified or changed, in order to secure the objects and intent of this contract; or if in practice it shall be found by any party hereto that any provision or stipulation herein operates injuriously or unjustly to the interests of said party, or in case any dispute or difference arises between the parties, or any of them, in respect of any matter in this agreement mentioned a settlement whereof is not otherwise herein provided for, it is mutually agreed by the parties hereto that the matter which may be the subject of controversy at any time or times shall be determined by the award of one arbitrator agreed upon by the parties to the dispute or difference. If they cannot agree upon such sole arbitrator, and the dispute or difference be between two parties only, each one shall appoint an arbitrator and a third arbitrator (who shall be a judge or a member of the legal profession) shall be chosen by the two so appointed, but if the two arbitrators fail to choose a third within ten days after the last of the two has been appointed,

then the Chief Justice or any other Judge of the Supreme Court of Ontario may, on the application of either party to the dispute or difference, on notice to the other, appoint a third arbitrator. In the event of either party to the dispute or difference failing to appoint an arbitrator within ten days after the other party shall have appointed an arbitrator, the Chief Justice or other judge aforesaid, may, on application of the last mentioned party, make such appointment and any arbitrator so appointed shall have the same powers, and the arbitration shall otherwise proceed in the same manner as if such arbitrator had been appointed by the party so in default. If the dispute or difference be between the three parties hereto, unless they agree upon one arbitrator, the Chief Justice or the other judge aforesaid may, on application by any party, on notice to the others, appoint an arbitrator or arbitrators to decide the same. Three arbitrators shall be so appointed unless the parties otherwise agree. Upon any arbitration the award of a sole arbitrator, or of a majority of the arbitrators, as the case may be, shall be final and binding upon the parties to the dispute or difference. Should any arbitrator die or resign or refuse or become unable to act his place shall be filled in the same manner as is provided for his appointment.

28. A large scale plan showing all essential details of the property and work included within the Toronto Terminals shall be prepared by the Terminals Company, and when so prepared, shall be signed by the parties hereto and when so signed shall form part of, and shall be read with this agreement as if the same had been attached thereto at the date of the execution hereof.

29. No charge shall be made against the Terminal Company for engineering expenses incurred either by the Canadian Pacific or Grand Trunk up to the date of the execution of this agreement, nor shall any charge be made either by the Grand Trunk or Canadian Pacific against the other for such expenses up to the said date. Provided, however, that in the event of the Union Station plans prepared by Westinghouse, Church, Kerr & Company for the Grand Trunk Railway Company of Canada being actually utilized in connection with the construction of the Union Station or used as the basis of plans according to which the said station shall be constructed the cost thereof to an amount not exceeding ten thousand dollars shall be charged to the Terminals Company.

30. The parties hereto agree that upon the Toronto Terminals being ready for use and occupation such further and supplemental agreement shall be entered into as may by them be deemed necessary for the purpose of more fully

setting forth the terms and conditions of the user of the said Toronto Terminals.

31. If considered necessary by any party, the parties hereto shall co-operate in and share the cost of procuring the passage of such legislation as may be deemed advisable for confirming this agreement and declaring the same valid and effectual in all respects and authorizing and empowering the parties to carry out and enforce the terms thereof; and extending the powers of the Terminals Company with reference to the issue of bonds so that it may issue and secure the same from time to time to the amount sufficient to raise the moneys required for the expenditure to be made by it from time to time under this agreement in addition to the present powers conferred upon the Company.

In Witness Whereof this agreement has been duly executed by the parties thereto.

Signed, Sealed and Delivered.

In the presence of

(SEAL)

THE TORONTO TERMINALS RAILWAY COMPANY,
By
Wm. Wainwright,
President.
Henry Phillips,
Secretary.

D. E. Galloway.

THE GRAND TRUNK RAILWAY COMPANY OF CANADA,
By
E. J. Chamberlin,
(SEAL) *President.*

(SEAL)

THE CANADIAN PACIFIC RAILWAY COMPANY,
By
T. G. Shaughnessey,
President.
H. C. Oswald,
Assistant Secretary.

54.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 54.

An Act respecting The Toronto Terminals Railway Company.

First reading, February , 1915.

(PRIVATE BILL.)

Mr. MACDONELL.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 55.

An Act to incorporate Vancouver Terminal Railway Company.

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

Incorporation.

1. Charles Fenn Pretty, Charles Nelson Pretty, and Thomas Thore Dauphinee, brokers, Thomas Robson Pearson, capitalist, and James Burrowes Noble, solicitor, all of the city of Vancouver, in the province of British Columbia, together with such persons as become shareholders in the company, are hereby incorporated under the name of "Vancouver Terminal Railway Company," hereinafter called "the Company."

Name.

Declaratory.

2. The works of the Company are declared to be works for the general advantage of Canada.

Provisional directors.

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

Capital stock.

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

Head office.

5. The head office of the Company shall be in the city of Vancouver, in the province of British Columbia; but the shareholders may from time to time by by-law change the head office to any other place in Canada.

Annual meeting.

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

Directors.

7. The number of directors shall be not less than five and not more than nine, one or more of whom may be paid directors.

Powers.

8. The Company may acquire, construct, operate, maintain and use the following works, including all other necessary or convenient works incidental to the use and operation thereof, namely:—

Terminals, buildings, hotels, etc.

(*a*) Railway yards, terminals, structures, buildings, hotels, works, plant, and equipment of every description for the movement, care, storage, refrigeration, or handling of traffic of whatsoever nature;

Tunnels, bridges, etc.

(*b*) Tunnels, viaducts, and bridges, of every description, with the necessary approaches thereto, and plant and equipment for the operation thereof in any manner;

Vessels, wharfs, etc.

(*c*) Wharfs, docks, slips, and quays and all incidental appliances and equipment, vessels, steamers, ferries, tugs, and property of whatsoever description incidental to the handling of traffic of every description and kind by water or by land and water;

Work-shops, power-houses, plant, etc.

(*d*) Shops and works, power-houses and plants for the construction and repair of any structures, trestles, buildings, plant, machinery, equipment, or appliances used or capable of being used in connection with any of the foregoing works;

Connecting lines of railway.

(*e*) Lines of railway to connect any of the terminals of the Company with the lines of The Canadian Northern Pacific Railway Company, The Canadian Pacific Railway Company, or of any other railway company, at, in, near or between the cities of Vancouver and New Westminster and the mouth of the Fraser river.

Securities.

9. The securities issued by the Company in respect of its surface lines of railway (other than tunnels and overhead structures) shall not exceed forty thousand dollars per mile of the Company's connecting lines of railway, but the Company may in addition to such securities from time to time borrow money for the acquisition, construction, operation and maintenance of any of the works of the Company, other than surface railways, as the Company is authorized to acquire, construct or operate, the securities issued in respect of such works, other than surface railways, to be limited, however to ten million dollars.

Borrowing.

10. The *Railway Act*, where not inconsistent with the provisions of this Act, shall apply to the railways and works hereinbefore authorized; but the Company may, in addition to the powers contained in the *Railway Act*, for the purposes of any such works,— R.S., c. 37 to apply. Additional powers.

(*a*) expropriate and take an easement in, over, under, or through any lands; Expropriation.

(*b*) in reduction of the damage or injury to any lands taken or affected by such authorized works or lines, abandon or grant to the owner or party interested therein any portion of such lands or any easement or other interest therein, or may make any structures, works, or alterations in or upon its works for such purposes. Reduction of damage.

2. If the Company, by its notice of expropriation or some subsequent notice prior to the award of the arbitrators, specifies its decision to take only such easement or undertakes to abandon or grant such lands or easement or interest in lands, or to make such structures or works or alterations, the compensation or damages shall be assessed by the arbitrator or arbitrators appointed pursuant to the provisions of the *Railway Act* in view of such specified decision or undertaking, and the arbitrator or arbitrators shall declare the basis of their award accordingly; and such award, as well as such specified decision or undertaking of the Company, may be enforced by an order of the Board of Railway Commissioners for Canada. Compensation assessed by arbitration. Award enforced by Board.

3. The word "lands," when used in the *Railway Act* or in this Act, shall, with reference to the works which the Company is authorized to construct, mean and include all real property, messuages, lands, tenements, and hereditaments of any tenure, and all real rights, easements, servitudes, and interests whatsoever, and the right to take the subsoil or designated portions thereof, as distinguished from the surface lands, for tunnelling or similar purposes, or the right to excavate a passage-way in, through, or under the subsoil of any lands for the purpose of exercising an easement by means thereof, and all other things done in pursuance of this Act, or the *Railway Act*, for which compensation is to be paid by the Company. Interpretation.

11. The Company may, before and after the commencement of its works authorized by this Act,— Special powers.

(*a*) enter into and upon any lands, buildings, or structures approximate to such works for the purpose of ascertaining the state of repair thereof, and for devising the best means of avoiding any possible damage which the execution of the works might occasion thereto; Entrance for examination.

Preventative works.

(*b*) make upon or in connection therewith any works, repairs, or renewals for the purpose of preventing any damage, or the possibility of damage, or for the purpose of mitigating or repairing any damage actually effected.

R.S., c. 37, as to damages, etc.

2. The provisions of the *Railway Act* relating to damages and compensation, and for the ascertainment and payment thereof, shall apply in respect of the exercise of powers given by this section.

Procedure in case of refusal.

3. In the event of any refusal on the part of any person interested in any lands to permit the Company to carry out thereon the provisions of this section, the Company may, upon application to any judge to whom an application for warrant for possession might be made under the *Railway Act*, obtain a warrant, addressed to the sheriff, authorizing him to put down any resistance that may be raised in respect thereof, and to place the Company and its servants and agents in such possession of the property as will enable them to effect the purposes and works aforementioned.

Consent of municipalities.

12. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipalities having jurisdiction over such highway, street or other public place and upon terms to be agreed upon with such municipalities.

Telegraphs and telephones.

13. The Company may, subject to the provisions of the *Railway Act*, construct and operate telegraph and telephone lines upon its railway, and establish offices for and undertake the transmission of messages for the public and collect tolls therefor; and for the purpose of operating such lines or exchanging or transmitting messages may, subject to the provisions of the said Act, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or lease its own lines to, any such companies.

Tolls.

2. No toll or charge shall be demanded or taken for the transmission of any messages, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such tolls and charges from time to time.

R.S., c. 126.

3. Part II of the *Telegraphs Act*, except such portions thereof as are inconsistent with the *Railway Act*, or with this Act, shall apply to the telegraphic business of the Company.

14. Subject to the provisions of sections 361, 362 and 363 of the *Railway Act*, the Company may enter into agreements with all or any of the companies hereinafter named for any of the purposes specified in the said section 361, such companies being The Canadian Northern Pacific Railway Company, The Canadian Pacific Railway Company, The Vancouver, Victoria and Eastern Railway Company, or any other railway company with which the Company may, with the permission of the Board of Railway Commissioners for Canada, connect its lines or tracks. Agreements with other companies.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 55.

An Act to incorporate Vancouver Terminal Railway Company.

First reading, February 23, 1915.

(PRIVATE BILL.)

Mr. STEVENS.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 56.

An Act to amend The Insurance Act, 1910.

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

1. *The Insurance Act, 1910,* is amended by inserting therein after section 126 the following:—

Conversion of renewable term policy to level premium policy.

"**126A.** Any person holding a half yearly or yearly renewable term policy shall, on making application in writing to the Company, be entitled to select and receive in lieu of and in exchange therefor any level premium plan of policy issued by the Company at the rate of premium applicable to such policy at the age at which the renewal term policy was issued, on payment of the difference between the aggregate amount of premiums theretofore paid by him and the aggregate amount of premiums he would have paid under an ordinary life level premium policy issued at the same age as that at which the renewable term policy was issued, with interest at four per cent compounded yearly for a period equal to one-half the number of years elapsed since the renewable term policy was issued.

Statement of premiums payable.

"2. The Company shall, on demand in writing, at its own expense prepare and deliver to the applicant a statement showing the premiums chargeable under the level premium plan selected and the premiums paid under such renewable term policy respectively, with interest computed as aforesaid in each case for and during the period of such renewable term policy up to the time fixed in such statement.

Policy to be issued within three months.

"3. The Company shall, within three months after the date of making such application, issue and deliver to the holder of such renewable term policy, without further medical examination, a level premium policy on the same terms and conditions and in effect the same in all respects as if it had been issued on the same date as the renewable term policy."

5th Session, 12th Parliament, 5 George V., 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 56.

An Act to amend The Insurance Act, 1910.

First reading, February 23, 1915.

MR. LANCASTER.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 57.

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

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— R.S., c. 10. 1912, c. 50.

1. The *Senate and House of Commons Act*, Revised Statutes of Canada, 1906, chapter 10, is amended by inserting immediately after section 11 the following section:— Persons on active service in military forces during war not ineligible for Members.

"**11A.** Nothing shall render ineligible, as aforesaid, any person serving in the naval or military forces of Canada, or in any other of the naval or military forces of the Crown, while such forces are on active service in consequence of any war, and receiving salary, pay or allowance as a member of such forces while on such active service".

2. Section 19 of the said Act is amended by adding thereto the following paragraph:— Member not disqualified for being on service in naval or military forces during war.

"Or (*e*) in the naval or military forces of Canada or in any other of the naval or military forces of the Crown while such forces are on active service in consequence of any war, and receiving salary, pay or allowance as a member of such forces while on such active service".

3. The said Act is amended by inserting the following section immediately after section 36 thereof:— No deduction from indemnity for absence on active service during war.

"**36A.** In the calculation of any deduction from any Member's sessional allowance on account of absence, days which were spent by such Member in the naval or military forces of Canada or in any other of the naval or military forces of the Crown while such forces are on active service in consequence of any war, shall not be computed."

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 57.

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

First reading, February 23, 1915.

MR. DOHERTY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 58.

An Act respecting The Casualty Company of Canada.

WHEREAS The Casualty Company of Canada has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1911, c. 63; 1913, c. 100.

1. Section 4 of chapter 63 of the statutes of 1911 incorporating The Casualty Company of Canada is amended by striking out the words "one hundred and" in the second line thereof. 1911, c. 63, s. 4, amended.

2. Sections 1 and 2 of chapter 100 of the statutes of 1913 are amended by striking out the figures "1915" wherever they occur and substituting therefor the figures "1916." 1913, c. 100, ss. 1 and 2 amended.

3. Section 7 of chapter 63 of the statutes of 1911 as enacted by section 4 of chapter 100 of the statutes of 1913 is repealed and the following is substituted therefor:— 1913, c. 100, amended.

"**7.** The Company shall not commence the business of plate glass insurance until at least fifty thousand dollars of its capital stock have been *bona fide* subscribed and at least fifteen thousand dollars thereof have been paid. Plate glass insurance.

2. The Company shall not transact the business of burglary insurance in addition to plate glass insurance until at least eighty-five thousand dollars of its capital stock have been *bona fide* subscribed and at least forty thousand dollars thereof have been paid. Burglary insurance.

3. The Company shall not transact the business of accident insurance and sickness insurance in addition to plate glass insurance until at least one hundred and fifty thousand dollars of its capital stock have been *bona fide* subscribed and seventy-five thousand dollars thereof have been paid. Accident and sickness insurance.

Additional increases in certain cases.

4. The Company shall not transact the business of burglary insurance, accident insurance and sickness insurance in addition to plate glass insurance until at least one hundred and seventy-five thousand dollars of its capital stock have been *bona fide* subscribed and at least one hundred thousand dollars thereof have been paid.

All classes.

5. The Company shall not transact all the classes of insurance authorized by this Act until three hundred thousand dollars of its capital stock have been *bona fide* subscribed and at least one hundred and sixty thousand dollars thereof have been paid."

1913, c. 100 amended.

4. Section 5 of chapter 100 of the statutes of 1913 is repealed.

58.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 58.

An Act respecting The Casualty Company of Canada.

First reading, February 24, 1915.

(PRIVATE BILL.)

MR. MACDONELL.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 59.

An Act respecting The Empire Life Insurance Company of Canada.

WHEREAS The Empire Life Insurance Company of Canada has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1911, c. 75; 1913, c. 111; 1914, c. 121.

1. Notwithstanding anything in section 78 of *The Insurance Act, 1910*, or in the Act, chapter 75 of the statutes of 1911, incorporating The Empire Life Insurance Company of Canada, the said chapter 75 shall be deemed not to have expired and ceased to be in force after the third day of April, 1915, but to have continued and to be in force for all purposes thereof whatsoever, until the fourth day of April, 1916; and the Minister of Finance may, at any time not later than the third day of April, 1916, and subject to all other provisions of *The Insurance Act, 1910*, grant to that Company the license necessary for carrying on business. Extension of time. 1910, c. 32, s. 78.

2. If the Company has not obtained the said license before the fourth day of April, 1916, the said chapter 75 shall then expire and cease to be in force thereafter, except for the sole purpose of winding up the Company's business, but otherwise shall remain in full force and effect for all purposes thereof whatsoever. Limitation.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 59.

An Act respecting The Empire Life Insurance Company of Canada.

First reading, February 24, 1915.

(PRIVATE BILL.)

MR. MACDONELL.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 60.

An Act to incorporate Entwistle and Alberta Southern Railway Company.

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

Incorporation.

1. Chilian Longley Hervey, civil engineer, Dominick Ambrose O'Meara, contractor, both of the city of Montreal, in the province of Quebec, and Thomas A. Burgess, barrister-at-law, Louis Cote, barrister-at-law, and Robert Hatfield Pringle, agent, all of the city of Ottawa, in the province of Ontario, together with such persons as become shareholders in the company, are incorporated under the name of "Entwistle and Alberta Southern Railway Company," hereinafter called "the Company."

Name.

Declaration.

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

Provisional directors.

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

Capital stock.

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

Preference stock.

5. The Company, if previously authorized by a resolution passed by the ordinary shareholders at any annual meeting or at any special general meeting duly called for that purpose, at which meeting shareholders representing at least three-fourths in value of the subscribed ordinary stock of the Company are present or represented by proxy, may

issue any portion of its capital stock as preference stock, and preference stock so issued shall have such preference and priority as respects dividend or otherwise, over ordinary stock as is declared by such resolution.

Preference shareholders.

2. Holders of such preference stock shall be deemed to be shareholders within the meaning of this Act and of the *Railway Act*, and shall, in all respects other than the preference and priority provided by this section, possess the rights and be subject to the liabilities of such shareholders.

Head office.

6. The head office of the Company shall be at the city of Montreal, in the province of Quebec.

Annual meeting.

7. The annual meeting of the shareholders shall be held on the second Tuesday in September.

Directors.

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

Railway authorized.

9. The Company may lay out, construct and operate a line of railway of the gauge of four feet eight and one-half inches, commencing at a point in the province of Alberta on the line of the Grand Trunk Pacific Railway Company at Entwistle, thence in a southerly direction to a point on the Saskatchewan River at or near the boundary line between townships forty-seven and forty-eight west of the fifth meridian, a distance of about fifty miles.

Consent of municipalities.

10. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and upon the terms to be agreed upon with such municipality.

Telegraphs and telephones.

11. The Company may, subject to the provisions of the *Railway Act*, construct and operate telegraph and telephone lines upon its railway, and establish offices for and undertake the transmission of messages for the public, and collect tolls therefor; and for the purposes of operating such lines, or exchanging or transmitting messages may, subject to the provisions of the *Railway Act*, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own lines to, any such companies.

Tolls.

2. No toll or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs or telephones of the Company, until it has been

approved of by the Board of Railway Commissioners for Canada, which may also revise such tolls and charges.

3. Part II of the *Telegraphs Act*, except such portions thereof as are inconsistent with the *Railway Act*, or with this Act, shall apply to the telegraphic business of the Company. R.S., c. 126.

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

13. In addition to the securities authorized by section 12 of this Act, the directors, if previously authorized as prescribed by section 136 of the *Railway Act*, may, from time to time, borrow moneys for the acquisition, construction, extension or development of any such properties, assets or works, other than the railway, as the Company is authorized to acquire, construct or operate; and to provide for the repayment of moneys so borrowed, may issue bonds, debentures, debenture stock, perpetual or terminable, or other securities; but such bonds, debentures, debenture stock, or other securities shall not exceed in amount the value of the properties, assets or works, in respect whereof the issue is made. Borrowing.

14. The Company may, for the purposes of its undertaking, construct, acquire, charter and navigate steam and other vessels for the conveyance of passengers, goods and merchandise; and may construct, acquire, and dispose of wharfs, docks, elevators, warehouses, offices and other structures to be used to facilitate the carrying on of business in connection therewith; and may carry on the business of warehousemen and wharfingers, and charge wharfage and other dues for the use of any such property. Vessels, wharfs, docks, etc.

15. For the purposes of its undertaking, and subject to the provisions of section 247 of the *Railway Act*, the Company may acquire, but not by expropriation, electric or other power or energy, and transmit and deliver the same to any place in the municipalities through which the railway has been constructed; and may receive, transform, transmit, distribute, and supply such power or energy in any form, and may dispose of the surplus thereof, and may collect rates and charges therefor; but no such rate or charge shall be demanded or taken until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such rates and charges. Electric and other power.

Consent of municipalities for lines upon highways, etc.

16. Nothing in this Act, or in the *Telegraphs Act*, shall authorize the Company to construct or operate any telegraph or telephone lines or any lines for the purpose of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Company's works and not required for the undertaking of the Company, upon, along or across any highway or public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway or public place, and upon terms to be agreed on with such municipality, or to sell, dispose of or distribute power or energy within or for use within the limits of any municipality, without the consent, expressed by by-law, of such municipality.

Agreements with other companies.

17. Subject to the provisions of sections 361, 362 and 363 of the *Railway Act*, the Company may, for any of the purposes specified in the said section 361, enter into agreements with The Grand Trunk Pacific Railway Company, The Canadian Northern Railway Company and The Canadian Pacific Railway Company, or any of them.

60.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 60.

An Act to incorporate Entwistle and Alberta Southern Railway Company.

First reading, February 24, 1915.

(PRIVATE BILL.)

MR. BENNETT, (Calgary).

OTTAWA

Printed by J. DE L. TACHÉ

Printer to the King's most Excellent Majesty

1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 61.

An Act respecting The Simcoe, Grey and Bruce Railway Company.

WHEREAS The Simcoe, Grey and Bruce Railway Company, has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1911, c. 140; 1913, c. 195.

Extension of time for completion.

1. The Simcoe, Grey and Bruce Railway Company may commence the construction of its railway and expend fifteen per cent of the amount of its capital stock thereon within two years after the passing of this Act, and may complete the said railway and put it in operation within five years after the passing of this Act; and if the said railway is not so commenced and such expenditure is not so made, or if the said railway is not so completed and put in operation within the said periods respectively, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 61.

An Act respecting The Simcoe, Grey and Bruce Railway Company.

First reading, February 24, 1915.

(PRIVATE BILL.)

MR. MIDDLEBRO.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session 12th Parliament. 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 62.

An Act respecting The Bank of Alberta.

WHEREAS the provisional directors of the Bank of Alberta have by their petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1914, c. 128.

1. Section 1 of chapter 128 of the statutes of 1914 is amended by striking thereout the words "William Sugarman, capitalist, George S. Montgomery, mine owner, and Edward S. McQuaid, barrister at law," and by inserting after the word "Alberta," in line six of the said section, the following: "Robert J. Hutchings, of the said city of Calgary, business manager, Adam J. Davidson, of the said city of Edmonton, broker, Thornton P. Lindley, of the town of Stony Plain, farmer, and George Bebington, of Winterburn, farmer, all in the said province of Alberta, and George D. Robertson, capitalist, of the city of Los Angeles, in the state of California, one of the United States." Corporators.

2. Notwithstanding anything in *The Bank Act*, or in chapter 128 of the statutes of 1914 incorporating The Bank of Alberta, the Treasury Board may, within two years after the third day of April, 1915, give to the said Bank the certificate required by section 14 of *The Bank Act*. Extension of time. 1913, c. 9.

3. In the event of the said Bank not obtaining the said certificate from the Treasury Board within the time aforesaid, the rights, powers and privileges conferred on the said Bank by the said Act of incorporation and by this Act shall thereupon cease and determine, but otherwise shall remain in full force and effect notwithstanding section 16 of *The Bank Act*. Powers continued.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 62.

An Act respecting The Bank of Alberta.

First reading, March 1, 1915.

(PRIVATE BILL.)

MR. DOUGLAS.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 63.

An Act to incorporate The Catholic Truth Society of Canada.

WHEREAS an association known as The Catholic Truth Society of Canada has been in operation for some years past in spreading information about Catholic Truth; and whereas a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. The Honourable Mr. Justice Kelly, Arthur W. Anglin, King's Counsel, William Dineen, Richard P. Gough, John J. Seitz, James P. Hynes, James E. Day, Frank Russill, Thomas J. Ford, Frank C. Foy, Angus L. MacDonald, Hugh F. McIntosh, John F. Copeland, William T. Kernahan, James M. Hickey, E. Frank Wheaton, James P. Murray, Joseph D. Cherrier, Charles C. MacNamara and John F. Boland, all of the city of Toronto, in the county of York, all of them officers and members of The Catholic Truth Society of Canada, together with such other persons as become members of the society hereinafter incorporated are incorporated under the name of "The Catholic Truth Society of Canada," hereinafter called "the Society." Incorporation. Name.

2. The objects of the Society are:— Objects.

(*a*) To spread information about Catholic Truth and to make better known the faith, practice and history of the Catholic Church;

(*b*) To assist mankind to a better knowledge of the Catholic religion, and with that object, and generally, to promote the circulation of and to disseminate books and publications inculcating and advancing Catholic truth and teachings;

(*c*) To promote information on religious, historical and controversial subjects by conferences, public and private meetings, lectures, discussions, books, correspondence with public bodies and individuals or otherwise;

(*d*) To carry on in all branches of the same respectively the trades of book, newspaper and music printers, and publishers and sellers and dealers in works of art, and in connection therewith to acquire and become registered proprietors of copyrights and trade marks;

(*e*) To purchase, lease, exchange, hire or otherwise acquire any real or personal property including buildings, and to construct, alter and maintain any buildings required for the purposes of the Society;

(*f*) To borrow any moneys required for the purpose of the Society, and for that purpose to issue debentures and other securities and to enter into any contracts or agreements that may be necessary or advisable for carrying out any object of the Society;

(*g*) To establish, subsidize, promote, co-operate with, become a member of, control, manage, superintend, lend monetary assistance to or otherwise assist any societies, associations and institutions, incorporated or unincorporated, with objects altogether or in part similar to those of the Society;

(*h*) To collect, receive and hold funds and property by voluntary contributions, subscriptions, gifts or legacies for the objects of the Society or any of such objects or otherwise as by the donors may be directed and to act as trustee of any property, real or personal, for any of such objects for the Society or for any similar society;

(*i*) To succeed to and take over all the duties heretofore performed by the unincorporated association known as The Catholic Truth Society of Canada;

(*j*) To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

Head office.

3. The head office of the Society shall be in the city of Toronto, in the province of Ontario, or in such other place in Canada which may from time to time be designated by the Society.

By-laws.

4. The Society may make by-laws and regulations, not inconsistent with the laws of Canada or any province thereof, for the guidance of its officers and members, the control and

management of its funds, and generally for regulating every matter and thing proper or necessary to be done for the good of the Society and the prosecution of its object and business.

Council.

5. The governing body of the Society shall consist of a council numbering sixteen persons to be elected immediately after the passing of this Act by the corporators above named. It shall be the duty of the council to organize branches under such rules as the council may prescribe; and upon the formation of such branches each branch shall be entitled to appoint one member of the council specially to represent it, such member so to be appointed to be in addition to the sixteen above named.

Branches.

Limitation of responsibility.

6. No corporator or member of the Society shall as such be or be held personally responsible for any act, default or liability whatsoever of the Society, or for any engagement, claim, payment, loss, injury, transaction, matter or thing whatsoever relating to or connected with the Society.

Certificate and conditions.

7. Every member of the Society shall receive a certificate of membership, on which shall be printed the conditions of such membership, and as long as such conditions are complied with he shall enjoy all the benefits and privileges of such membership.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 63.

An Act to incorporate The Catholic Truth Society of Canada.

First reading, March 1, 1915.

(PRIVATE BILL.)

MR. MACDONELL.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 64.

An Act respecting a certain patent of The Mills Equipment Company, Limited.

Preamble.

WHEREAS The Mills Equipment Company Limited, of 60 Victoria Street, Westminster, London, England, have by their petition represented that they are the owners of a patent, number 104915, for improvements in military equipments and the like, granted by the Dominion of Canada on the 23rd day of April, 1907, and have prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Extension of time.

1. Notwithstanding anything in the *Patent Act*, or in the patent mentioned in the preamble, the petitioners, their legal representatives and assigns, may import or cause to be imported into Canada, the military equipment and the like covered by the said patent, until the end of the present war; and the patent shall not be held invalid by reason of the failure of the patentee in the past to comply with the conditions of paragraph (b) of section 38 of the *Patent Act*.

R.S., c. 69, s. 38.

Certain rights saved.

2. If any person other than a licensee has in the period between the expiry of one year from the date of the said patent and the fourth day of August, nineteen hundred and fourteen, commenced to manufacture in Canada the invention covered by the said patent, such person may continue to manufacture and use such invention in as full and ample a manner as if this Act had not been passed.

Issue of securities.

2. The Toronto, Hamilton and Buffalo Railway Company as amalgamated under the said agreement, may in accordance with and subject to the provisions of the *Railway Act* make, issue and sell bonds, debentures or other securities to the same extent as The Erie and Ontario Railway Company was authorized to do, and secure the same by a first mortgage on the railway which The Erie and Ontario Railway Company was authorized to construct; and also by mortgage on the railway of The Toronto, Hamilton and Buffalo Railway Company as it existed prior to amalgamation but subject always to the mortgages created thereupon mentioned in the said agreement for amalgamation.

Powers.

3. The Toronto, Hamilton and Buffalo Railway Company as amalgamated under the said agreement may in accordance with and subject to the provisions of the *Railway Act* make, issue and sell bonds, debentures, or

Limitation.

other securities to an amount not exceeding fifteen million dollars to provide for the payment or retirement of all outstanding bonds and other liabilities and securities of The Toronto, Hamilton and Buffalo Railway Company as amalgamated under the said agreement, and to provide

Improvements.

for the making of additions, improvements and betterments to its railway and branches and other property, including the construction of one or more tracks for its railway; the

Branches.

extension of its main line and branches; the construction or acquiring of new branches as may be found desirable to reach or develop business; the acquisition of terminals; the construction or enlargement of yards, shops or buildings; the acquisition and construction of wharfs, docks,

Wharfs, etc.

elevators and warehouses; the purchase or construction

Vessels.

of steam and other vessels; the replacement of temporary bridges and other structures with permanent structures;

Rolling stock.

increasing its equipment or rolling stock; and such other additions, improvements and betterments as may from time to time be deemed by it advisable for the purposes of or incidental to its undertaking; and may secure such

Mortgages.

bonds, debentures and other securities by a consolidated first mortgage deed upon the whole or part of its property, assets, rents and revenues. Such bonds, debentures and securities may be issued from time to time as required;

Ranking.

they shall all have the same right, lien and privilege notwithstanding priority in the issue, sale or negotiation thereof or otherwise; they may be issued in series at different rates of interest, but otherwise shall be of the same tenor; they may be issued either as coupon bonds or as registered bonds or partly as coupon bonds and partly as registered

bonds, and may be exchangeable; and any of said matters may be provided for or regulated by provisions to be prescribed in the mortgage deed. Any signatures of any officer of the Company, whether written or engraved or otherwise reproduced, appearing upon any bond, debenture, security or coupon with the authority of the Company shall for all purposes be valid and binding upon the Company notwithstanding that at the time of the issue or certification thereof the person whose signature so appears may have ceased to be such officer.

Validity of signatures.

SCHEDULE A.

This Agreement made the eleventh day of November, one thousand nine hundred and fourteen, between The Toronto, Hamilton and Buffalo Railway Company (hereinafter called "the Hamilton Company") of the first part; and The Erie and Ontario Railway Company (hereinafter called "the Erie Company") of the second part.

Whereas the Hamilton Company was duly incorporated by an Act of the Legislature of the Province of Ontario passed in the year one thousand eight hundred and eighty-four, chaptered seventy-five, entitled "An Act incorporating the Toronto, Hamilton and Buffalo Railway Company" and by an Act of the Parliament of the Dominion of Canada passed in the year one thousand eight hundred and ninety-one, chaptered eighty-six, its undertaking was declared to be a work for the general advantage of Canada, and the Company was declared to be subject to the legislative authority of the Parliament of Canada, and all the provisions of "The Railway Act" were made applicable to the Hamilton Company;

And Whereas the Erie Company was duly incorporated by an Act of Parliament of the Dominion of Canada passed in the year one thousand nine hundred and fourteen, chaptered sixty-five and entitled "An Act to incorporate the Erie and Ontario Railway Company";

And Whereas by section fourteen of the last mentioned Act the Erie Company is authorized and empowered among other things subject to the provisions of sections 361, 362 and 363 of "The Railway Act" to enter into an agreement for amalgamation with the Hamilton Company;

And Whereas it would be to the advantage of the Hamilton Company and the Erie Company, and tend to economy and to simplify the working and management of their respective railways if the said two companies were amalgamated into and formed one company, and the convenience of the public would be better served thereby;

And Whereas the authorized capital stock of the Hamilton Company is $5,000,000, divided into 50,000 shares of $100 each; and that of the Erie Company is $500,000, divided into 5,000 shares of $100 each;

And Whereas the Hamilton Company have issued bonds to an amount aggregating $4,280,000, of which the sum of $3,280,000 are first mortgage bonds and the sum of $1,000,000 are second mortgage bonds, respectively secured by a mortgage or deed of trust bearing date the first day of June, one thousand eight hundred and ninety-eight, and by a mortgage or deed of trust bearing date the first day of June, one thousand nine hundred and four, covering the railway of the Hamilton Company from Waterford to Hamilton via Brantford, and from Hamilton to Welland, and with an extention towards Toronto, being in the aggregate eighty-two miles of constructed railway;

And Whereas the Erie Company by its Act of Incorporation is authorized to issue securities to the extent of $45,000 per mile of the railway of the Erie Company to be issued only in proportion to the length of railway constructed or under contract to be constructed, but no such securities have yet been authorized or issued by the Erie Company;

And Whereas it is intended that the securities which the Erie Company is authorized and empowered to so issue shall be issued by the amalgamated company, and that the same shall, subject to the provisions of "The Railway Act," be a first charge upon the railway authorized to be constructed by the Erie Company or such portion or portions thereof as may from time to time be determined;

And Whereas The Railway Act provides that an agreement for amalgamation shall be first approved by two-thirds of the votes of the shareholders of each company party thereto at an annual general meeting, or at a special general meeting of each company called for the purpose of considering such agreement, at each of which meetings shareholders representing at least two-thirds in value of the capital stock of each company are present or represented by proxy, and that the same shall be sanctioned by the Governor-in-Council, and a duplicate original thereof filed in the office of the Secretary of State of Canada;

And Whereas at a special general meeting of the shareholders of the Hamilton Company called and held at the head office of the Company in the City of Hamilton on the eleventh day of November one thousand nine hundred and fourteen, at which meeting were present or represented by proxy more than two-thirds in value of the capital stock of the Hamilton Company, and by more than two-thirds of the

votes of the shareholders then present in person or represented by proxy, it was resolved that the Hamilton Company should amalgamate with the Erie Company upon the terms and conditions in this agreement contained;

And Whereas at a special general meeting of the shareholders of the Erie Company duly called and held at the head office of the Company in the City of Hamilton on the eleventh day of November one thousand nine hundred and fourteen, at which meeting were present or represented by proxy more than two-thirds in value of the capital stock of the Erie Company, and by more than two-thirds of the votes of the shareholders then present in person or represented by proxy, it was resolved that the Erie Company should amalgamate with the Hamilton Company upon the terms and conditions in this agreement contained;

And Whereas this agreement was laid before the said meeting of shareholders respectively, was duly considered and was approved of by more than two-thirds of the votes of the shareholders of the Hamilton Company and of the Erie Company as aforesaid; and this agreement was then and there at said respective meetings sanctioned, approved of and ordered by the votes of the respective shareholders as aforesaid to be executed by the said respective companies;

And Whereas the Hamilton Company and the Erie Company in pursuance of the laws of the Dominion of Canada in such cases made and provided and of every other power and authority them in that respect enabling have agreed to amalgamate upon the terms and conditions of this agreement;

Now therefore this agreement witnesseth that the said parties hereto have agreed and declared and thay do hereby agree each with the other, and declare in manner following, that is to say:—

1. The Hamilton Company and the Erie Company hereby agree to amalgamate and do hereby amalgamate upon the terms and conditions hereinafter set out, and on and after the day upon which this agreement shall come into force and effect as hereinafter mentioned the Hamilton Company and the Erie Company shall be and become united and form one company, hereinafter referred to as the Amalgamated Company.

2. The name of the Amalgamated Company shall be "The Toronto, Hamilton and Buffalo Railway Company".

3. The capital stock of the Amalgamated Company shall be five million five hundred thousand dollars ($5,500,000.00) divided into fifty-five thousand shares (55,000) of one hundred dollars ($100.00) each.

4. The Head Office of the Amalgamated Company shall be at the City of Hamilton or at such other place in Canada as the Board of Directors may from time to time by by-law prescribe.

5. The number of Directors of the Amalgamated Company shall be eleven (11), a majority of whom shall form a quorum.

The present Directors of the Hamilton Company, viz:

John N. Beckley, Rochester, N.Y.
Alfred H. Smith, Chappaqua, N.Y.
Henry B. Ledyard, Detroit, Mich.
David McNicoll, Montreal, P.Q.
William H. Newman, New York, N.Y.
Sir Edmund B. Osler, M.P., Toronto, Ont.
Dyce W. Saunders, Toronto, Ont.
William L. Scott, Ottawa, Ont.
Sir Thomas G. Shaughnessy, Montreal, P.Q.
William P. Torrance, Toronto, Ont.
William K. Vanderbilt, Jr., Northport, N.Y.

shall become and shall be the first Directors of the Amalgamated Company, and shall continue as such Directors and have the direction and control of the affairs of the Amalgamated Company until their successors are elected as hereinafter provided.

The Directors of the Erie Company shall go out of office on the date of amalgamation.

The present officers of the Hamilton Company, viz:—

President, John N. Beckley.
Vice-President, Sir Thomas G. Shaughnessy.
General Manager, John W. Eber.
Secretary, Dwight W. Pardee.
Treasurer, Milton S. Barger.
Auditor, Frank O. Waldo.
Local Treasurer, Walter E. Hackett.
General Traffic Manager, Frederick F. Backus.
Chief Engineer, Richard L. Latham.
General Freight and Passenger Agent, George C. Martin.
General Solicitor, Edwin D. Cahill.

shall become and shall be the first officers of the Amalgamated Company subject to the action of the Board of Directors of the Amalgamated Company.

The first election of Directors of the Amalgamated Company shall take place on the first Tuesday immediately before the first Wednesday in the month of June, one thousand nine hundred and fifteen, and thereafter the election of Directors shall take place at the meetings of the Amalgamated Company to be held on the first Tuesday

before the first Wednesday in the month of June in each year, or on such other day as the Directors may determine.

6. Each shareholder in the Hamilton Company shall be entitled to receive, and there shall be issued to him by the Amalgamated Company one fully paid up share in the capital stock of the Amalgamated Company for every one hundred dollars paid upon the shares held by him in the capital of the Hamilton Company.

7. Each shareholder in the Erie Company shall be entitled to receive, and there shall be issued to him by the Amalgamated Company one fully paid up share in the capital stock of the Amalgamated Company, for every one hundred dollars paid upon the shares held by him in the capital of the Erie Company.

8. The Amalgamated Company may carry out any or all of the objects or purposes of the Hamilton Company and the Erie Company, or either of them, and the Amalgamated Company shall be invested with and shall have, hold, exercise, possess and enjoy all the rights, franchises, immunities, powers, privileges and property of whatever kind and wheresoever situate, and be responsible for all the liabilities of every description of the Hamilton Company and the Erie Company respectively, and any right or claim which could be enforced by or against either the Hamilton Company or the Erie Company may on and after the date of amalgamation be enforced by or against the Amalgamated Company.

Provided however that nothing herein contained shall give to the mortgagees or bondholders of any property any further or other rights against the Amalgamated Company, its property or earnings, than such mortgagees or bondholders respectively have under the mortgage, bond or agreement upon which their rights are based.

9. The Amalgamated Company shall keep such accounts as will shew the earnings derived from the line of railway of the Hamilton Company, and the earnings to be derived from the line of railway of the Erie Company, separately, until the hereinbefore recited outstanding bonds of the Hamilton Company, aggregating $4,280,000, and the proposed bonds of the Amalgamated Company upon the line of the Erie Company have been satisfied; but, subject to the rights possessed by the mortgagees, or bondholders, the earnings of the Amalgamated Company shall be liable and applicable to discharge all demands and liabilities of the Amalgamated Company, the Hamilton Company, and the Erie Company respectively.

10. Any issue or issues of securities which immediately prior to the date of amalgamation could be made by the

Hamilton Company or by the Erie Company under the powers conferred by the Acts relating to the Hamilton Company and the Erie Company respectively, or otherwise, may from time to time be made by the Amalgamated Company to the amount but not exceeding the limit provided by the special Acts relating to the Hamilton Company and the Erie Company, and may be secured by mortgage deed or deeds creating such charges and encumbrances upon such sections or portions of the railway or property of the Amalgamated Company as may be described therein.

11. The first annual general meeting of the Amalgamated Company shall be held on the first Tuesday before the first Wednesday in the month of June, one thousand nine hundred and fifteen and all general or special meetings of the Amalgamated Company shall be held at the Head Office.

Notices of general or special meetings of the Amalgamated Company shall be given in the manner required by "The Railway Act," and notwithstanding anything to the contrary in any Special Act or by-law of the Hamilton Company it shall not hereafter be necessary to give notice of annual or special meetings of the shareholders of the Amalgamated Company otherwise than as aforesaid.

12. The by-laws, rules and regulations of the Hamilton Company shall so far as applicable be the by-laws, rules and regulations of the Amalgamated Company until repealed, amended, altered or added to by by-laws, rules and regulations of the Amalgamated Company, and the corporate seal of the Hamilton Company shall be the corporate seal of the Amalgamated Company until otherwise changed.

13. All legislation both general and special relating to the Hamilton Company and the Erie Company respectively in force at the date of amalgamation shall, except as otherwise provided for, or as by these presents expressly varied, apply to and have effect with respect to the Amalgamated Company, but generally except as aforesaid the Amalgamated Company shall continue to be carried on and managed and the by-laws, rules and regulations of the Hamilton Company in force on the date of amalgamation shall, subject to repeal, amendment, alteration or addition have effect and be binding upon all the officers, agents and employees of the Amalgamated Company and all persons affected thereby, as if the Amalgamated Company were the same Company as the Hamilton Company, and as if the whole undertaking of the Amalgamated Company had been originally the undertaking of the Hamilton Company.

14. When this agreement has been sanctioned by the Governor General in Council, a duplicate original thereof shall be filed in the office of the Secretary of State, and thereupon this agreement shall come into force and effect, and the day upon which this agreement comes into force and effect is the day which is in these presents referred to as the date of amalgamation.

In witness whereof the parties hereto have hereunto set their respective Corporate Seals under the hands of their respective properly authorized and qualified officers on the day and year first above written.

Signed, Sealed and Delivered

in the presence of

THE TORONTO, HAMILTON AND BUFFALO RAILWAY COMPANY.

By (sgd) J. N. Beckley,
President.

And (sgd) D. W. Pardee,
Secretary.

THE ERIE AND ONTARIO RAILWAY COMPANY.

By (sgd) J. N. Beckley
President.

And (sgd) E. D. Cahill,
Secretary.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 65.

An Act respecting The Toronto, Hamilton and Buffalo Railway Company.

First reading, March 1, 1915.

(PRIVATE BILL).

MR. STEWART,
(Hamilton).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 66.

An Act to amend the Railway Act.

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

1. Paragraph (*e*) of clause 34 of section 2 of the *Railway Act*, chapter 37 of the Revised Statutes, 1906, is repealed and the following is substituted therefor:—

"(*e*) all rates, taxes, insurance and compensation for accidents or losses, including any such compensation payable under the provisions of any Act of the Parliament of Canada, or of any provincial legislature, providing for the payment of compensation to workmen for injuries or in respect of industrial diseases." Definition. "Working expenditure."

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 66.

An Act to amend the Railway Act.

First reading, March 1, 1915.

MR. MORPHY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 67.

An Act to amend the Yukon Placer Mining Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— R.S. c. 64; 1908, c. 37.

1. Section 42 of the *Yukon Placer Mining Act*, chapter 64 of the Revised Statutes, 1906, as amended by section 18 of chapter 77 of the statutes of 1908, is amended by adding thereto the following subsection:—

"3. Any person who may be accepted for and who continues in active service in the defence of the Empire during the war of 1914–15, whether with the British or Allied Forces, and who may be the holder of mining rights acquired under the provisions of this Act, shall be permitted to hold such rights free from the risk of cancellation owing to failure to comply with any of the requirements of the Act under which the rights were acquired, until six months after the final termination of the war and the final declaration of peace, in so far as the British Empire is concerned." Rights of holders of mining claims on active service preserved.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 67.

An Act to amend the Yukon Placer Mining Act.

First reading, March 1, 1915.

MR. ROCHE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 68.

An Act to ratify and confirm a certain agreement made between The Canadian Pacific Railway Company and The Canadian Northern Ontario Railway Company respecting terminals at North Toronto.

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

Agreement regarding terminals at North Toronto.

1. The agreement between The Canadian Pacific Railway Company and The Canadian Northern Ontario Railway Company, dated the day of a copy of which forms the schedule to this Act, is hereby ratified and confirmed, and declared to be valid and binding on the parties thereto in all respects whatsoever as fully and completely as if the said agreement, and each and every clause thereof, were set out at length and enacted in this Act, and the parties to the said agreement, and each of them, is hereby authorized and empowered to do whatever may be necessary to give full effect to the provisions of the said agreement.

Power of Railway Board.

Application of Railway Act.

2. Nothing in this Act contained shall be deemed in any way to impair or restrict the powers of the Board of Railway Commissioners for Canada, and all the provisions of the *Railway Act* now applying to the said companies and their respective railways and undertakings and not inconsistent with the provisions of this Act shall continue to apply to the same.

SCHEDULE.

This Agreement made this day of A.D., 1915, between The Canadian Pacific Railway Company, hereinafter referred to as "the Pacific Company",

of the first part, and The Canadian Northern Ontario Railway Company, hereinafter referred to as "the Northern Company", of the second part.

Whereas the Northern Company is about to establish its own freight yard and freight facilities to the north and in the vicinity of the North Toronto Branch of the Pacific Company in the City of Toronto, and its Divisional Yard at Leaside Junction in the County of York, all in the Province of Ontario, and desires to obtain access to said yards and facilities over certain portions of the said North Toronto Branch and to have the benefit and enjoyment of the passenger station and facilities which the Pacific Company is contemplating constructing on the said North Toronto Branch east of Yonge Street in the said City;

And Whereas the Northern Company has acquired the right of way for its line of railway parallel to and immediately to the north of the existing right of way of the Pacific Company and extending from the point "X" to the point "Y" as shown on the plan hereto annexed marked "A";

And Whereas the Board of Railway Commissioners for Canada (hereinafter referred to as "the Board") has approved plans providing for the elevation of the tracks including the tracks to be used jointly by the parties hereto, extending from a point at or near Summerhill Avenue to a point at or near Dovercourt Road all in the said City and showing the approximate location of the passenger station to be used jointly by the said parties;

And Whereas the plans hereto annexed marked "A" and "B" respectively agree in all respects with the plans approved by the Board as referred to in the next preceding recital;

And Whereas the plan hereto annexed marked "C" correctly shows the existing line of railway of the Pacific Company from the easterly end of the tracks shown on said plan "B" to a point at or near the easterly end of the West Don Bridge;

And Whereas the parties hereto have agreed upon the construction and maintenance and operation of that portion of the said elevated tracks indicated on the said plan "A" in the manner and upon the terms hereinafter set forth and the Pacific Company has consented to grant to the Northern Company the right to have the use, benefit and enjoyment jointly and equally with the Pacific Company of the tracks, passenger station and facilities of the Pacific Company indicated in yellow on the said plan "B" and of the tracks indicated in yellow and the right of way indicated in purple on the said plan "C" all upon and subject

to the terms, conditions and provisions hereinafter contained;

Now Therefore This Agreement Witnesseth that in consideration of the premises and of the mutual covenants hereinafter contained the parties hereto do hereby mutually covenant and agree as follows:—

1. (*a*) "Common Tracks" wherever mentioned herein, shall be deemed to refer to and include the two tracks indicated in brown upon the said plan "A".

(*b*) "Joint Tracks" wherever mentioned herein, shall be deemed to refer to and include the tracks shown in yellow on the said plan "B" and in yellow on the said plan "C" and all additional railway tracks which may from time to time be constructed by the Pacific Company for the joint use of the parties hereto under the terms of this Agreement.

(*c*) "Joint Premises" wherever mentioned herein shall be deemed to refer to and include the Joint Tracks and the roadbed thereof, the land now owned by the Pacific Company shown coloured violet on the said plans "B" and "C", the said proposed passenger station and passenger facilities of the Pacific Company at North Toronto, situate upon the said lands shown coloured violet on the said plans "B" and "C" and every portion thereof, and all additional lands, railway facilities and appurtenances which may, pursuant to Paragraphs nineteen and twenty hereof, or by mutual agreement between the parties hereto be acquired, set apart, provided or constructed for the use or benefit of the parties hereto upon or under the terms of this Agreement.

(*d*) "Working Expenses" wherever mentioned herein shall be deemed to refer to all expenses whatsoever of or incidental to the maintenance and operation of a railway, including all expenditure for salaries, wages, supplies, taxes, insurance, lighting, heating, water supply, rental of equipment and maintenance and renewal of tracks, switches, signals, buildings, furniture and equipment.

2. The plans hereinbefore referred to marked "A", "B" and "C" which are annexed to this Agreement and signed on behalf of the parties hereto for identification are hereby made part of this Agreement.

3. The Pacific Company shall construct the tracks in accordance with the said plan "A" and the subways in accordance with detail plans approved by the Board, and shall perform all work incidental thereto, the Common Tracks to be at thirteen foot centres and equal portions of the lands of the Northern Company and the Pacific Company to be occupied by such tracks, and the Pacific Company shall in the first instance assume and be responsible for all

claims for compensation for lands taken or injuriously affected in connection with the said work, save and except the lands to the north of the Northern Company's right of way referred to in Paragraph Ten hereof.

4. The Pacific Company shall also construct the service tracks to the north and south of the Common Tracks as indicated in green and red respectively on the said plan "A" for the use of the Northern Company and the Pacific Company respectively.

5. The service track shown in green on the said plan "A" and all industrial tracks and sidings hereafter constructed to the north thereof and connecting therewith shall be for the exclusive use of and shall be maintained and operated by the Northern Company.

6. Any existing industrial tracks and sidings to the north of the line of the Pacific Company and connecting therewith as shown on plan "A" shall be connected with the service track shown in green on the said plan "A": Provided, however, that the Northern Company shall perform promptly and satisfactorily all switching service for the Pacific Company to and from such tracks and sidings at a nominal rate of one dollar per car.

7. In respect of any industrial tracks and sidings which may hereafter be constructed by the Northern Company connecting with the service track shown in green on the said plan "A" the Northern Company shall perform promptly and satisfactorily all switching service for the Pacific Company to and from such tracks and sidings at the current interswitching tariff rates.

8. The service track shown in red upon the said plan "A" and all industrial tracks and sidings now or hereafter constructed to the south thereof and connecting therewith shall be for the exclusive use of and shall be maintained and operated by the Pacific Company which shall perform promptly and satisfactorily all switching service for the Northern Company to and from such tracks and sidings at the current interswitching tariff rates.

9. The Northern Company shall pay to the Pacific Company one-half the cost of carrying out the work referred to in Paragraphs Three and Four hereof and all work incidental thereto including compensation for all lands taken or injuriously affected in connection therewith (save and except the lands to the north of the Northern Company's right of way referred to in Paragraph Ten hereof), and in such cost shall be included the sum of
Dollars, being the agreed value of the existing single track of the Pacific Company to be used in common, such payments to be made from time to time within thirty days

after the receipt of properly certified accounts showing the amounts owing and to include interest at the rate of five per centum per annum from the dates of expenditure to the respective dates of payment by the Northern Company, it being understood that all amounts heretofore expended by the Pacific Company in connection with the said work shall bear interest at the said rate from the dates of expenditure until the date of payment by the Northern Company and one-half of the aggregate of such amounts and interest shall be included in the first account to be rendered by the Pacific Company to the Northern Company hereunder.

10. The Northern Company shall in the first instance assume and be responsible for all claims for compensation for lands to the north of its right of way taken or injuriously affected in connection with the carrying out of the work referred to in Paragraphs Three and Four hereof, and shall render to the Pacific Company from time to time properly certified accounts showing the amounts expended for such purposes together with interest thereon at the rate of five per centum per annum from the dates of expenditure to the respective dates of payment by the Pacific Company, and the Pacific Company shall within thirty days after receipt of any such account pay to the Northern Company one-half the amount therein stated to have been expended, together with one-half the interest thereon, it being understood that all amounts heretofore expended by the Northern Company for the purposes mentioned in this Paragraph shall bear interest at the said rate and shall be included in the first account to be so rendered.

11. Each of the parties hereto shall own all the tracks situate on the lands owned by it, but each shall have equal rights in all respects in and to the use, enjoyment and operation of the Common Tracks upon and subject to the terms, conditions and provisions herein contained: Provided, however, that the Pacific Company shall retain all its rights of ownership or otherwise in respect of all the existing industrial tracks and sidings to the North of its line and shown on plan "A" which under the terms hereof are to be connected with the service track shown in green on the said plan "A," and which tracks are to be operated by the Northern Company as provided by Paragraph Six hereof.

12. The Pacific Company shall construct and complete the elevated tracks and passenger station building and facilities as indicated in yellow upon the said plan "B" and in accordance with the detail plans of the Yonge Street and Avenue Road subways approved by the Board, and shall rearrange its team tracks and industrial sidings as indicated in red on the said plan "B".

13. The Pacific Company shall at the expense of the Northern Company construct and maintain during the continuance of this Agreement connections between the tracks of the Northern Company and the Common Tracks at the point marked "X" on the said plan "A" and the Joint Tracks at the point marked "Z" on the said plan "C" and at such points as shall be necessary to reach the proposed freight and divisional yards of the Northern Company referred to in the first recital hereof, and the Pacific Company shall also at the expense of the Northern Company provide and construct the necessary interlocking and other protective appliances at the said points of junction marked "X" on the said plan "A" and "Z" on the said plan "C" (including interlocking connections with all the Common or Joint Tracks as the case may be, and the necessary interlocking and other appliances on the lines of the Pacific Company within the respective interlocking zones), and the Pacific Company shall also at the expense of the Northern Company provide and construct such other appliances for the protection of or in connection with any of the junctions mentioned in this Paragraph as may be required or ordered by the Board. The Pacific Company shall at the expense of the Northern Company maintain and operate the said appliances.

14. Should the Pacific Company construct a third track on its property south of the southerly Common Track shown on plan "A" the Northern Company shall have the right to use the same jointly with the Pacific Company providing the Northern Company shall elect to exercise such rights within five years after such third track has been constructed, and if the Northern Company elect to exercise such rights it shall pay to the Pacific Company within thirty days thereafter one-half the value of the land on which such third track is constructed and one-half the cost of constructing the said track, including interest thereon from the date the expenditures in connection therewith have been made by the Pacific Company.

15. The Pacific Company shall upon and subject to the terms and conditions herein contained and to the observance and performance thereof by the Northern Company permit the Northern Company during the continuance of this Agreement to operate its trains over the Joint Tracks and to have the full and equal use, benefit and enjoyment of the Joint Premises in conjunction with the Pacific Company, and any other Company or Companies to which the Pacific Company may grant similar privileges: Provided, however, that in respect of its freight traffic the rights and privileges of the Northern Company under this Agreement shall be

confined to the through main line tracks and passing tracks so as to enable the freight trains of the Northern Company to pass over such tracks to and from its local freight and divisional yards hereinbefore referred to; and Provided further, that upon the admission of any other Railway Company to the use of the Joint Premises in conjunction with the Pacific Company and the Northern Company there shall for the purpose of meeting the altered conditions be an equitable readjustment of the terms and conditions of this Agreement, including the readjustment of the payments to be made by the Northern Company for the use and enjoyment of the Joint Premises as therein provided, due regard being had to the extent of the use and benefit of the Joint Premises by the several Companies using the same. In the event of the parties hereto being unable to agree upon a proper readjustment of any or all of such terms and provisions the same shall be referred to the Board of Railway Commissioners for Canada for settlement, and the settlement and determination of the said Board in respect thereof shall be final and binding upon the parties hereto, and the terms and provisions so settled and determined shall thereby constitute the Agreement of the parties in respect of the matters covered thereby as fully as if the same were set out herein and formed a part of this Agreement, but except in so far as the terms and provisions of this Agreement may be so varied by Agreement or by the settlement and determination of the Board, this Agreement shall be in no way varied or altered. It is further understood that upon any readjustment (if any) of rentals under the provisions of this Paragraph the rental payable by the Northern Company based upon the value of the lands comprised in the Joint Premises, exclusive of the improvements thereon, is not to be increased by reason of any increased value in such lands after the date of this Agreement, nor is the Northern Company upon any such readjustment to have the benefit of any increase to the value of such lands, it being the intention that upon any such readjustment the Pacific Company alone is to obtain the benefit of any increase which may take place in the value of such land, and of any rental payable by any admitted Company in respect of any such increased value.

16. The present value, for the purposes of this Agreement, of the Pacific Company's property, shown coloured violet on the said plans "B" and "C" including the tracks, railway facilities and appurtenances (including buildings) situate thereon prior to the commencement of the work of track elevation shall be deemed to be

Dollars,

which shall form the Capital Account and shall bear

interest from the day of One thousand nine hundred and , at the rate of four and one-half per centum per annum.

17. The total amount expended or to be expended by the Pacific Company upon and in connection with the carrying out of the work referred to in Paragraph Twelve hereof, including interest thereon at the rate of four and one-half per centum per annum from the date of expenditure shall from time to time be added to the Capital Account referred to in Paragraph Thirty-seven hereof and shall bear interest at the rate therein mentioned.

18. The amount realized from the disposal of the old material of any portion of the Joint Premises shall be credited to the said Capital Account, thereby reducing the amount to that extent on which interest is to be payable as in this Agreement provided, and the balance only shall carry interest as herein provided.

19. The Pacific Company shall from time to time during the continuance of this Agreement acquire and set apart for the use and benefit of the parties hereto upon and under the terms of this Agreement such additional lands at Toronto as in the opinion of the parties hereto may be required for the accommodation of the traffic and business of the parties hereto intended to be carried on and done hereunder on the Joint Premises; and the cost or determined value of such additional lands, including all expenses of or incidental to the acquisition and setting apart thereof, shall, from the date of such acquisition and setting apart, be added to the Capital Account and shall bear interest at four and one-half per centum per annum, payable at the times and in the manner provided in Paragraph Thirty-seven hereof.

20. The Pacific Company shall from time to time during the continuance of this Agreement provide or construct upon any land which shall at such time or times be comprised in the Joint Premises such additional railway facilities and appurtenances (including new passenger station buildings), as in the opinion of the parties hereto may be required for the operation and handling of the passenger traffic and business of the parties hereto and shall rearrange, rebuild, alter or make permanent improvements, additions or extensions to or substitutions for any railway facilities or appurtenances (including buildings) now or at any time hereafter comprised in the Joint Premises as in the opinion of the parties hereto may be required, and shall provide, make and construct such works and things in connection with the Joint Premises or any portion thereof as have been or may from time to time be ordered

or required by the Board, or any other properly constituted authority; and the cost of any and all such additional railway facilities and appurtenances, permanent improvements, buildings and rebuildings, alterations, extensions, additions, substitutions, works and things shall be added to Capital Account and shall bear interest at the rate of four and one-half per centum per annum, payable at the times and in the manner provided in Paragraph Thirty-seven hereof; it being understood that interest on every amount expended under the provisions hereof shall begin to accrue upon the date when such respective amount is expended.

21. Each party hereto shall, save as otherwise provided in Paragraph Twenty-two hereof, have equal rights in all respects to the use and enjoyment of the Joint Premises for the handling of express, telephone, railway and commercial telegraph and passenger traffic, and for the transaction of business ordinarily connected with a passenger railway terminal and the Northern Company shall operate its own trains upon and over the Joint Tracks with its own engines and train crews under the control of the Agent referred to in Paragraph Twenty-four hereof.

22. The trains of the Northern Company shall in every respect be treated by the Officers, Agents and employees of the Pacific Company or those in charge or control of or engaged upon the Joint Premises and Common and Joint Tracks as trains of a similar class of the Pacific Company, and shall have equal preference over trains of an inferior class belonging to either of the parties, and the Northern Company shall have the right to run all classes of trains over the Common and Joint Tracks, subject only to the regulations prescribed or provided for herein; and in case of doubt between the trains of the parties hereto of the same class under the established rules, the trains of the Pacific Company shall be held to have the preference. The main tracks shall, as far as practicable, be kept unobstructed for the use of either party.

23. The enginemen, trainmen and other employees of the Northern Company when on or in charge of its trains, and engines on the Joint Premises and Common and Joint Tracks shall be subject to and be governed by the rules, regulations and orders of the Pacific Company in force for the time being, and the movement and handling of the said trains and engines on the Joint Premises and Common and Joint Tracks shall be subject to the said rules, regulations and orders and to any direction of the Pacific Company or of its Officials which it or they may deem necessary or

expedient for the reasonable and proper use and operation of the Joint Premises and Common and Joint Tracks. In the event any dispute arises as to the reasonableness of any such rules, regulations or orders the same shall be determined by the Board.

24. The Pacific Company shall with the approval of the Northern Company from time to time appoint an Agent who shall have entire control of the station staff and the handling of trains, and the transaction of all necessary and usual current business of the Joint passenger station, and of the maintenance and operation of the Joint Premises and Common Tracks in the interest of both parties, and shall be deemed to be a joint employee of both parties, and the Pacific Company shall on demand for reasonable cause stated by the Northern Company remove from employment in and about the Joint Premises any such agent: Provided, however, that if at any time after the expiration of ten years from the date of this Agreement the Northern Company or the Pacific Company shall request that a joint board be appointed to supervise the operation and maintenance of the Joint Premises and Common Tracks, such joint Board shall be appointed and shall consist of one representative of the Northern Company and one of the Pacific Company.

25. The Pacific Company is exclusively, except in respect of duties usually performed by trainmen, including train baggagemen, to perform all services in connection with the handling of passenger traffic at the joint passenger station for both parties, such handling to include the selling of tickets and the checking and handling of baggage. The express business of the Northern Company shall be handled by the employees of the Northern Company or of the Canadian Northern Express Company and suitable space shall be provided therefor in or near the said station, the location and character of such space to be determined by the Pacific Company, but to be equal in location and importance and relative in area to the space to be provided for the like purpose for the Pacific Company or the Dominion Express Company, due regard being had to the volume of express business being done by each party hereto respectively at said station: Provided that should the Northern Company at any time or times so elect it shall be entitled to separate ticket offices, to be operated by itself and suitable accommodation shall thereupon be provided, but in that event each party shall pay the salary of its ticket sellers.

26. The maintenance, repair and operation of the Joint Premises shall, except as herein otherwise provided, be done by the Pacific Company, and all work incidential thereto shall be done under the sole direction and super-

vision of the Agent appointed under the provisions of Paragraph Twenty-four hereof.

27. The employees of the Pacific Company while engaged in doing any act or transacting any business in respect of the trains or traffic of or otherwise in any manner on account of the Northern Company shall for the time being be considered as employees of the Northern Company.

28. The trains and engines of the Northern Company and of any Company owned or controlled (through stock ownership or otherwise) by it or operated as part of the Canadian Northern Railway System shall be considered the trains, engines and cars of the Northern Company, and the Northern Company shall have the right to operate the same in its own name over the Joint and Common Tracks and into and out of the Joint Premises under the terms of this Agreement. The trains and engines of the Pacific Company and of any Company owned or controlled (through stock ownership or otherwise) by it or operated by it as part of the Canadian Pacific Railway System shall be considered the trains, engines and cars of the Pacific Company, and the Pacific Company shall have the right to operate the same in its own name, over the Joint and Common Tracks and into and out of the Joint Premises under the terms of this Agreement: Provided, however, that the Northern Company shall not assign or transfer any rights or interest in this Agreement; or give or assume to give to any other Company or person any rights or interest in, upon or in respect of the Joint or Common Tracks or the Joint Premises, or any part thereof, nor shall the Northern Company, except to the extent in this Paragraph provided, undertake to operate the traffic of any other Company over the said Joint or Common Tracks or into or out of the Joint Premises under cover of this Agreement, and any assignment or transfer or any Instrument contrary to this Paragraph shall be void and of no effect.

29. Each of the parties hereto shall as between the parties hereto be responsible for all loss, damage or injury which may occur to person or property on its trains, for all such loss, damage or injury which may be done by its trains (including damage by fire originating from its trains) whether or not the condition or arrangement of the Joint Premises or Common Tracks or Lands owned by the Pacific Company or Northern Company contributes in any manner or to any extent to such loss, damage or injury, and for all damage to its trains while on the Joint Premises or Common Tracks except in the case of collision between one of its trains and a train of the other party due to the fault of the enginemen or trainmen of one of them, in which

case the party whose enginemen or trainmen are at fault shall be responsible for and make good to the other all loss, damage and injury caused by the collision, but this Paragraph shall not give to any third party any claim to which he or she would not otherwise be legally entitled.

30. When any loss, damage or injury of whatsoever nature other than such as is referred to it in the next preceding Paragraph hereof is occasioned to any person who may be as a passenger or otherwise lawfully upon the Joint Premises or Common Tracks by reason either directly or indirectly or the fact that the Joint Premises or Common Tracks or any part thereof are or is being used by either of the parties hereto for the purpose of handling its traffic all responsibility for such loss, damage or injury shall as between the parties hereto be assumed and borne by such respective party, but this Paragraph shall not give to any third party any claim to which he or she would not otherwise be legally entitled.

31. In any case where loss, damage or injury has resulted to any person or property and such loss, damage or injury does not fall within the provisions of Paragraphs Twenty-nine or Thirty hereof, then and in all and each of such cases the damages and costs or either and all loss thereby caused shall be charged to the account of the Working Expenses, in addition to the matters included in the definition of the Working Expenses in this Agreement.

32. In case of collision, if the proper officers of the parties hereto are unable to agree as to the employees of which were at fault or as to the cause of any collision or as to the amount of the damage done, then and in all and each of such cases, the question arising in respect thereof shall be referred to arbitration in the manner hereinafter provided for the settlement of differences and disputes, and the party hereto which shall be found responsible shall indemnify, save harmless and defend the other from and against all claims, costs and proceedings resulting from or growing out of such fault, and the party so adjudged liable to pay the other any damages in respect thereof shall abide by and forthwith perform and comply with the award of the arbitrators which shall in all cases be final and conclusive upon both parties.

33. The books, accounts and other documents of all kinds of the Agent shall at all times be open to the inspection of each of the parties hereto.

34. The Agent shall be guided by economical considerations in detailed working arrangements and shall conduct the same impartially and efficiently as if one Company's interests alone were concerned.

35. All net rentals or other sums by way of compensation which may be collected for refreshment room, book stalls, shops, advertising or any other purpose, including the use of any portion of the said passenger station property by any party other than the parties hereto, shall from time to time be applied towards payment of the interest on the Capital Account.

36. Any lease to any outside party of any rights in any part of the Joint Premises shall be by and in the name of the Pacific Company, as lessor, for the benefit of both parties to these presents, and the net rentals or other compensation arising therefrom shall be applied towards payment of the interest on the Capital Account, and the responsibility for collecting the rents shall be with the said Agent, and the loss or gain in collecting and getting in the said rents shall be debited or credited accordingly.

37. The Northern Company shall pay to the Pacific Company a sum equal to one-half the interest at the rate of four and one-half per centum per annum, calculated as hereinbefore provided, upon the present value of the Pacific Company's property as set out in Paragraph Sixteen hereof and upon all moneys expended by the Pacific Company on Capital Account under the provisions of this Agreement, such payments to be made on the first day of each and every month during the continuance of this Agreement, the first payment of interest, which shall include interest on the present value of the Pacific Company's property as aforesaid from the day of , 19 , to date of payment, shall be made on the first day of January, 1915.

38. All Working Expenses, whether in respect of the Joint Premises or Common Tracks, shall be divided and paid by the parties hereto in equal proportions. The Pacific Company shall keep and furnish to the Northern Company as soon as possible after the end of each month, accurate accounts of such Working Expenses for such month and the books, accounts and other documents relating thereto shall be open to the inspection of the Northern Company. The Northern Company shall pay to the Pacific Company within fifteen days after the receipt of each such account the amount owing by the Northern Company as indicated thereby.

39. Equal facilities shall be afforded at the said passenger station to each party hereto for advertising its own business and that of its connections.

40. There shall be no touting or canvassing for passengers or freight on the Joint Premises on behalf of either party.

41. The Northern Company shall, at its own expense

provide and supply the passenger tickets, baggage checks and other forms and stationery required for its own business and shall at its own expense do its own advertising.

42. Neither party shall be required or be liable to insure any property of the other party nor shall the Working Expenses aforesaid include any outlay on account of insurance of the cars, rolling stock, engines or other property of any kind of either party or which may be in its charge.

43. If and as often as any of the buildings or other property forming part of the Joint Premises be destroyed in whole or in part by fire or other casualty, the same shall be rebuilt or replaced without delay, either according to its former design or such other design, if any, as the parties hereto may agree upon, and the cost of so doing less the amount of insurance, if any, which may be received in respect of the destruction or damage thereof, shall be added to the Capital Account and the Pacific Company shall find the necessary funds and they shall form part of the Capital Account and bear interest as in the case of providing or constructing additional railway facilities and appurtenances as provided for in Paragraph Twenty hereof: Provided, and it is understood and agreed that while it is the intention of the Pacific Company to insure and keep insured in the usual way during the continuance of this Agreement against loss by fire all the buildings and other property forming part of the Joint Premises for such amounts from time to time as will in the opinion of its Insurance Commissioner reasonably protect the same against loss, no liability of any kind shall rest upon the Pacific Company if such intention to insure and keep insured is not carried out whether by reason of negligence or omission on the part of the Pacific Company, its Insurance Commissioner or otherwise, or by reason of breach of conditions of any policy or contract of insurance which would void the same or give to the Insurance Company a defence to any action upon the policy or contract.

44. The Northern Company for itself and its successors doth hereby covenant with the Pacific Company, its successors and assigns, that the Northern Company and its successors will from time to time and at all times hereafter perform, observe and fulfil the terms and conditions hereinbefore contained and on its and their part intended to be performed, observed and fulfilled and will duly pay all moneys on its or their part intended to be paid as and when they ought to be paid according to the terms and condition in this Agreement contained.

45. The Pacific Company, for itself and its successors, doth hereby covenant with the Northern Company and its successors, that the Pacific Company and its successors will

from time to time and at all times hereafter perform, observe and fulfil the terms and conditions hereinbefore contained and on its and their part intended to be performed, observed and fulfilled and will duly pay all moneys as and when they ought to be paid according to the terms and conditions herein contained and further that the Northern Company and its successors paying its share of interest and all other moneys payable by it as hereinbefore in this Agreement mentioned and performing, observing and fulfilling the covenants and terms and conditions herein contained and on its and their part intended to be performed, observed and fulfilled shall from time to time and at all times hereafter have the right and easement subject to the terms hereof jointly with the Pacific Company to use and occupy and have the full benefit of the Joint Premises and all properties intended to be covered by that expression according to the terms of this Agreement and of all the rents, issues and profits thereof in the respective proportions and on the terms and conditions hereinbefore in this Agreement set forth without interruption or interference by the Pacific Company or any other party or parties whomsoever claiming under it: Provided, however, and it is hereby agreed, that in the event of the Northern Company failing to pay the interest or any other amount payable by it as aforesaid for the period of six months after demand made or failing for the like period to comply with the covenants and agreements on its part in this Agreement contained, the Pacific Company shall have power by notice under its Corporate Seal to terminate this Agreement, and in that event the Northern Company shall and will forfeit to the Pacific Company all its rights under this Agreement and shall be excluded from the use of the Joint Premises while such default continues: Provided further, that in any case in which any difference shall be submitted to arbitration under the provisions hereof in in respect of the particular default by reason of which it is sought to exercise such right of termination or exclusion, then the interval between the service of notice of intention to refer and the making of the arbitrators' award shall not in respect of such particular default be deemed to be included in the period of six months above referred to: Provided further, that nothing herein contained shall relieve the Northern Company of its obligation hereunder to pay its share of interest and the other moneys payable by it hereunder at the times and in the manner hereinbefore provided for, and if such difference in any particular case be as to the amount payable by the Northern Company the Northern Company shall nevertheless pay to the Pacific Company the amount alleged by the Pacific Company

to be owing, but shall be entitled to recover back any excess which the arbitrators may find to have been paid by it.

46. Each of the parties hereto agrees to carry out and give effect to this Agreement in the most liberal and reasonable manner and operate its business so as to afford facilities to the other to the fullest extent compatible with safety and the convenient operation of the business of both.

47. Any difference which may arise under this Agreement either as to its construction or respecting the carrying out of the same according to the true intent and meaning thereof shall, if it cannot be amicably adjusted by the parties hereto, be submitted to arbitration in the following manner: the party desiring such reference shall appoint an arbitrator and give notice thereof and of intention to refer to the other party who shall within thirty days after receipt of such notice appoint on its behalf an arbitrator in default of which an arbitrator on behalf of such other party may be appointed by one of the Judges of the Supreme Court of Ontario, upon the application of the party desiring such reference after ten days notice to the other party. The two arbitrators so appointed or selected shall select a third and the award of the said three arbitrators or a majority of them made after due notice to both parties of the time and place of hearing the matter referred and hearing the party or parties who may attend, shall be final and binding on both parties to this Agreement, and the parties hereto expressly agree to abide thereby. In case the two arbitrators first appointed fail to appoint a third within ten days after they have both been appointed, then the third arbitrator may be appointed by one of the Judges of the Supreme Court of Ontario on application of either party after ten days' notice to the other. In case of the death or refusal or inability to act of any arbitrator or if for any cause the office of any arbitrator becomes vacant his successor shall be appointed in the same manner as is provided for his appointment in the first instance, unless the parties otherwise agree. Each party shall pay half the costs of and incidental to any such arbitration.

48. This Agreement shall, subject to the sooner termination thereof, as herein provided, continue in force for a period of twenty years from the date hereof, provided however, that the Pacific Company will join with the Northern Company in applying to Parliament for the necessary legislation confirming and ratifying this Agreement and making it effective during a term of nine hundred and ninety-nine years from the date hereof, and, when so ratified and confirmed, this Agreement shall be and continue in force for the said term of nine hundred and ninety-nine years from the date hereof.

49. All notices to be given in this Agreement shall be in writing and may be served by mailing them in a prepaid registered letter to the Secretary of the Northern Company at Toronto, Ontario, and to the Secretary of the Pacific Company at Montreal, P.Q., as the case may be.

In Witness Whereof the parties hereto have hereunto caused their Corporate Seals to be affixed under the hands of their duly qualified Officials.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 68.

An Act to ratify and confirm a certain agreement made between The Canadian Pacific Railway Company and The Canadian Northern Ontario Railway Company respecting terminals at North Toronto.

(PRIVATE BILL.)

MR. SHARPE,
(Lisgar).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 69.

An Act to incorporate Colonial Bank (Canada).

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

Incorporation.

1. Charles Macpherson Holt, King's Counsel, Alexander Chase-Casgrain, King's Counsel, Errol Malcolm McDougall, advocate, Gilbert Sutherland Stairs, advocate, and Pierre François Casgrain, advocate, all of the city of Montreal, together with such persons as become shareholders in the corporation by this Act created, are incorporated under the name of "Colonial Bank (Canada)," hereinafter called "the Bank."

Name.

Provisional directors.

2. The persons named in section 1 of this Act shall be the provisional directors of the Bank.

Capital stock.

3. The capital stock of the Bank shall be five hundred thousand dollars.

Chief office.

4. The chief office of the Bank shall be at the city of Montreal.

Duration of Act.

5. This Act shall, subject to the provisions of section 16 of *The Bank Act*, remain in force until the first day of July in the year one thousand nine hundred and twenty-three.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 69.

An Act to incorporate Colonial Bank (Canada).

First reading, March 4, 1915.

(PRIVATE BILL.)

SIR JAMES AIKINS.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA

BILL 70.

An Act to incorporate The General Trust Company of Canada.

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

Incorporation.

1. Alexander E. May, business manager, Harry A. Jackson, jeweller, John E. Knott, student, all of the city of Edmonton, and Jacob Miller, merchant, of Stony Plain, George Bebington, farmer, of Winterburn, and Frank A. Smith, farmer, of Spruce Grove, in the province of Alberta, together with such persons as become shareholders in the company, are incorporated under the name of "The General Trust Company of Canada," hereinafter called "the Company."

Name.

Provisional directors.

2. The persons named in section 1 of this Act shall be the provisional directors of the Company.

Capital stock.

3. The capital stock of the Company shall be five hundred thousand dollars.

Head office.

4. The head office of the Company shall be in the city of Edmonton, in the province of Alberta.

1914, c. 55 to apply.

5. The Company shall have all the powers, privileges and immunities conferred by, and be subject to all the limitations, liabilities and provisions of *The Trust Companies Act, 1914*.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 70.

An Act to incorporate The General Trust Company of Canada.

First reading, March 4, 1915.

(PRIVATE BILL.)

MR. DOUGLAS.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 71.

An Act respecting The Sterling Life Assurance Company of Canada.

WHEREAS The Sterling Life Assurance Company of Canada has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1912, c. 154; 1914, c. 124.

Extension of time.

1. Notwithstanding anything in section 78 of *The Insurance Act, 1910*, or in the Act, chapter 154 of the statutes of 1912, incorporating The Sterling Life Assurance Company of Canada, the said chapter shall be deemed not to have expired and ceased to be in force after the eleventh day of March, 1915, but to have continued and to be in force, for all purposes thereof whatsoever, until the twelfth day of March, 1917; and the Minister of Finance may, at any time not later than the eleventh day of March, 1917, and subject to all other provisions of *The Insurance Act, 1910*, grant to that Company the license necessary for carrying on business.

Limitation.

2. If the Company has not obtained the said license before the twelfth day of March, 1917, the said chapter 154 shall then expire and cease to be in force thereafter, except for the sole purpose of winding up the Company's business, but otherwise shall remain in full force and effect for all purposes thereof whatsoever.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 71.

An Act respecting The Sterling Life Assurance Company of Canada.

First reading, March 11, 1915.

(PRIVATE BILL.)

MR. MACDONELL.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 74.

An Act to amend the Criminal Code.

(As reported by the Select Special Committee upon amendments to the Criminal Code.)

1907, c.c. 7, 8, 9, 45; 1908, c.c. 10, 18; 1909, c. 9; 1910, c.c. 10, 11, 12, 13; 1912, c.c. 18, 19; 1913, c. 13; 1914, c. 24.

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

Short title.

1. This Act may be cited as *The Criminal Code Amendment Act, 1915.*

2. The *Criminal Code*, chapter 146 of the Revised Statutes of Canada, 1906, is amended by inserting the following section immediately after section 75:—

Assisting, etc., alien enemies to leave Canada.

"**75**A. Every one is guilty of an indictable offence and liable to two years' imprisonment who incites or assists any subject of any foreign state or country at war with His Majesty to leave Canada, if the circumstances of the case do not exclude the possibility that assistance to the enemy is an intended object in his so leaving Canada, and if such inciting or assisting do not amount to treason."

3. The following section is inserted immediately after section 357:—

Selling land without good title, etc., and not applying purchase money in getting title

"**357**A. Any person who sells or agrees to sell land or any interest in land to which he knows he has not a good title free from encumbrance, and receives the purchase money or any part thereof and without lawful excuse does not apply the money so received by him in procuring a good title or in reduction or discharge of encumbrances against the said land or interest in land, is guilty of an indictable offence and liable to three years' imprisonment.

Liability of officers of Company.

"2. Where such sale or agreement for sale is made by a body corporate, every director, officer, agent and employee of the company who knowingly takes part in any offence within the provisions of this section shall be liable to the penalty hereinbefore prescribed."

Fraud, etc., in connection with sale, etc., of military stores.

4. The following section is inserted immediately after section 436:—

"**436A.** Every person is guilty of an indictable offence and liable to imprisonment for two years, or to a fine not exceeding five thousand dollars, or to both imprisonment and fine, who knowingly sells or delivers, or causes to be sold or delivered, to His Majesty or to any officer or servant of His Majesty, any defective military, militia or naval stores of any kind or description, whether such stores are for His Majesty in the right of His Government of Canada, or in the right of any other of His Majesty's dominions, or who in any way commits any act of dishonesty, fraud, or deception upon His Majesty or any of His Majesty's officers or servants in connection with the sale or lease or purchase or delivery or manufacture of such military, militia or naval stores.

Liability of officers of company.

"2. If any offence referred to in this section is committed by a body corporate, every director, officer, agent and employee of such body corporate who has knowingly taken any part or share in such fraud, dishonesty or deception, or who knows or had reason to suspect that such fraud, dishonesty or deception would be or was being committed, or knows or had reason to suspect that such fraud, dishonesty or deception has been committed, and does not at once inform His Majesty thereof, shall be liable as well as the body corporate to the penalties imposed by this section in all respects as if such offence was committed by said directors or other persons, and every such body corporate, director or other person convicted of such offence shall be thereafter incapable of contracting with His Majesty or with any of His Majesty's officers or servants or of holding any contract or office with, from or under Him or them, or of receiving any benefit under any contract so made."

5. The following sections are inserted immediately after section 508:—

Performing dramatic, etc., copyright works without consent of author.

"**508A.** Any person who, without the written consent of the owner of the copyright or of his legal representative, knowingly performs or causes to be performed in public and for private profit the whole or any part of any dramatic or operatic work or musical composition in which copyright subsists, shall be guilty of an offence, and shall be liable on summary conviction to a fine not exceeding two hundred and fifty dollars, or, in the case of a second or subsequent offence, either to such fine or to imprisonment for a term not exceeding two months, or to both.

"**508B.** Any person who makes or causes to be made any change in or suppression of the title, or the name of the author, of any dramatic or operatic work or musical composition in which copyright subsists, or who makes or causes to be made any change in such work or composition itself without the written consent of the author or of his legal representative, in order that the same may be performed in whole or in part in public for private profit, shall be guilty of an offence, and shall be liable on summary conviction to a fine not exceeding five hundred dollars, or, in the case of a second or subsequent offence, either to such fine or to imprisonment for a term not exceeding four months, or to both." Unauthorized changing name, etc., of copyrighted drama, etc., to perform same under changed name, etc.

6. The following section is inserted immediately after section 229:—

"**229A.** Every one is guilty of an indictable offence and liable to a penalty not exceeding one hundred dollars and costs and, in default of payment, to imprisonment for a term not exceeding two months or to imprisonment for a term not exceeding twelve months, who is an inmate of any common bawdy house. Penalty for being inmate of bawdy house

7. Any one who has been convicted three or more times of any of the offences mentioned in sections 228 and 229A, shall be liable on the third or any subsequent conviction to imprisonment for a term of not less than three months and not exceeding two years." Penalty for third, etc., conviction.

8. Paragraphs (*j*) and (*k*) of section 238 are repealed. Vagrancy section *re* inmates and frequenters.

9. Paragraph (*f*) of section 773 as enacted by chapter 9 of the statutes of 1909 is repealed and the following is substituted therefor:— Amendment to make offences under s. 229A subject to summary trial under part XVI.

"(*f*) with keeping a disorderly house under section 228 or with being an inmate of a common bawdy house under section 229A."

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 74.

An Act to amend the Criminal Code.

(*As reported by the Select Special Committee upon amendments to the Criminal Code.*)

Mr. DOHERTY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 75.

An Act to amend The Customs Tariff, 1907.

1907, c. 11; 1909, c. 10; 1910, c. 16; 1911, c. 7; 1913, c. 15; 1914, c. 26. 1914, (2nd sess.) c. 5.

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

Short title.

1. This Act may be cited as *The Customs Tariff War Revenue Act, 1915.*

Schedule A. amended.

2. Schedule A of *The Customs Tariff, 1907*, is amended by striking out tariff item 329 and the enumeration of goods set opposite said item, and by providing that the following items, enumerations and rates of duties, if any, be inserted in said Schedule A:—

Tariff Items.		British Preferential Tariff.	Intermediate Tariff.	General Tariff.
90a.	Wild edible berries, n.o.p.	Free.	Free.	Free.
118a.	Squid	Free.	Free.	Free.
209b.	Nicotine sulphate	Free.	Free.	Free.
329.	Ores of metals, n.o.p.	Free.	Free.	Free.
329a.	Iron ore.....per ton.	6 cents.	8 cents.	8 cents.

Additional duties of customs.

3. *The Customs Tariff, 1907*, is further amended by providing that:—

(1) There shall, in addition to the duties of Customs otherwise established by Schedule A to *The Customs Tariff, 1907*, and orders in council amending Schedule A, be levied, collected and paid upon all goods enumerated, or referred to as not enumerated, in Schedule A, except as hereinafter provided, when imported into Canada or taken out of warehouse for consumption therein, the several rates of duties of Customs herein specified:

British Preferential Tariff.	Intermediate Tariff.	General. Tariff.
5 p.c.	7½ p.c.	7½ p.c.

(2) There shall be levied, collected and paid upon all goods enumerated as being free of duty in Schedule A and in orders in council amending Schedule A, except as

hereinafter provided, when imported into Canada or taken out of warehouse for consumption therein, the several rates of duties of Customs herein specified:

British Preferential Tariff.	Intermediate Tariff.	General Tariff.
5 p.c.	7½ p.c.	7½ p.c.

Exemptions. Provided, however, that the following goods shall be exempt from the foregoing provisions:—

(*a*) goods admitted into Canada free of Customs duty under the provisions of sections 8 and 9 of *The Customs Tariff, 1907;*

(*b*) goods enumerated in Schedule C of *The French Convention Act, 1908;*

(*c*) goods imported to be used in the manufacture of mowing machines, harvesters, self-binding or without binders, binding attachments, reapers, and complete parts thereof, under regulations by the Minister of Customs;

(*d*) goods imported to be used in the manufacture of binder twine for harvest binders, under regulations by the Minister of Customs;

(*e*) articles imported to be used in the manufacture of goods enumerated in tariff item 682 in Schedule A, under regulations by the Minister of Customs;

(*f*) anthracite coal and anthracite coal dust;

(*g*) bacteriological products or serum for subcutaneous injection;

(*h*) vaccine and ivory vaccine points;

(*i*) pressed felt, elastic webbing and hollow blocks of wood imported to be used in the manufacture of artificial limbs;

(*j*) steel imported to be used in manufacturing rough unfinished parts of rifles, when such parts are to be used in rifles to be made for the Government of Canada;

(*k*) fabrics of which silk is the component material of chief value imported to be used in the manufacture of neckties;

(*l*) silk in the gum or spun silk imported to be used in the manufacture of woven labels;

(*m*) manuscripts;

(*n*) bananas;

(*o*) acid phosphate of lime, sulphate of ammonia, nitrate of soda, muriate and sulphate of potash, imported to be used for fertilizing purposes;

(*p*) cotton seed cake and cotton seed cake meal;

(*q*) goods enumerated in the following tariff items in Schedule A: 1, 2, 3, 19, 20, 20a, 21, 22, 23, 25a, 26, 27, 28, 28a, 29, 29a, 39b, 40, 45, 55, 60, 61, 66, 77a,

90a, 101a, 118a, 129, 132, 134, 135, 142, 143, 144, 145, 153, 164, 169, 171, 172, 173, 174, 175, 176, 178a, 180a, 184, 196, 201, 209b, 329, 329a, 348a, 352a, 359, 360, 363, 369, 373, 441, 443, 445, 445a, 446a, 464, 466, 466a, 470, 483, 544, 544a, 576, 595, 596, 662, 663, 676, 682, 688, 689, 689a, 690, 690a, 691, 692, 692a, 693, 694, 695a, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708 and 709.

Provided, also, that excise duties shall be disregarded in estimating the market value of goods for the purposes of this amendment of *The Customs Tariff, 1907*.

Provided, further, that the duties of Customs collected and paid under the provisions of this section shall not be subject to drawback under Schedule B. Commencement of Act.

4. This Act shall be deemed to have come into force on the twelfth day of February, 1915, and to have applied to all goods mentioned in the preceding sections, imported or taken out of warehouse for consumption on and after that day, and to have also applied to goods previously imported for which no entry for consumption was made before that day.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 75.

An Act to amend The Customs Tariff, 1907.

First reading, March 18, 1915.

MR. WHITE,
(Leeds).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 76.

An Act to supplement the Revenue required to meet War Expenditures.

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

1. This Act may be cited as *The Special War Revenue Act, 1915.* Short title

PART I.

INTERPRETATION.

2. In this Part, unless the context otherwise requires,— "Minister" means the Minister of Finance. Definition. "Minister."

BANK NOTE CIRCULATION.

3. Each bank to which *The Bank Act* applies, exclusive of banks in course of winding-up, shall pay to the Minister of Finance for the Consolidated Revenue Fund, on the first day of February, the first day of May, the first day of August and the first day of November in each year, a tax equal to one-fourth of one per cent upon the average amount of the notes of the bank as hereinafter limited in circulation during the three months ending respectively on the last day of December, the last day of March, the last day of June and the last day of September preceding. Tax on banks upon average amount of notes in circulation.

2. In calculating the average amount of notes in circulation for the purposes of the last preceding subsection, the greatest amount of notes in circulation at any time during each of the three months, as shown by the monthly return made by the bank under section 112 of *The Bank Act*, shall be taken as the basis for such average. Basis of average.

Paid-up capital exceeded.

3. If the greatest amount of notes so shown exceeds the paid-up capital of the bank, then in such case an amount equal to the paid-up capital shall be taken as the basis to be used in calculating the average.

TRUST AND LOAN COMPANY INCOME.

Definitions. 'Company."

4. In this section unless the context otherwise requires—

(*a*) "company" means a bank to which *The Quebec Savings Banks Act, 1913*, applies, or a loan company or a trust company as hereinafter defined;

"Loan company."

(*b*) "loan company" means a company incorporated by or under any legislative authority for the purpose of lending money on the security of mortgages or hypothecs upon freehold real estate and either with or without other objects or powers;

"Trust company."

(*c*) "trust company" means a company incorporated by or under any legislative authority for the purpose of executing the office of executor, administrator or trustee and either with or without other objects or powers.

Final decision.

2. The decision of the Minister shall be final as to whether a particular body corporate is a loan company or a trust company within the meaning of the words "loan company" or of the words "trust company" as respectively defined in the last preceding subsection.

Tax on companies upon gross amount of interest and income.

3. Every company carrying on business in Canada shall pay to the Minister for the Consolidated Revenue Fund a tax of one per cent upon the gross amount of—

(*a*) interest, the property of the company, from loans and investments in Canada, and

(*b*) income, other than interest, on business transacted within Canada

received by the company on and after the first day of January, 1915.

Payable quarterly.

4. Such tax shall be payable quarterly on the first day of February, the first day of May, the first day of August and the first day of November in each year in respect of the interest and income of the company received during the three months ending respectively on the last day of December, the last day of March, the last day of June and the last day of September preceding.

Record and audit.

5. The company shall make and keep a record in its books of account of the interest and income received as aforesaid in such form as will enable an audit thereof to be made under the direction of the Minister.

Quarterly returns.

6. The company shall make quarterly to the Minister a return setting forth the interest and other income received

and the amount payable under this section in respect thereof.

Date of delivery and period of returns.

7. Such return shall be made up and sent by post or delivered on or before the first day of February, the first day of May, the first day of August and the first day of November in each year and shall be for three months ending respectively on the last day of December, the last day of March, the last day of June and the last day of September preceding.

Signatures.

8. The return shall be signed by

(*a*) the general manager, manager or other chief executive officer of the company; or

(*b*) the chief executive officer or agent in Canada in the case of a company incorporated outside of Canada.

Proof of date of posting.

9. If any return called for by this section is sent by post, the date appearing by the stamp or mark of the post office upon the envelope or wrapper enclosing the return shall be taken *prima facie* to be the date upon which the same was sent.

Books, etc., open to inspection.

10. The records, books, accounts and vouchers of the company shall be open at all reasonable hours to the inspection of the officers or other persons authorized to inspect by the Minister.

Penalty for refusal or neglect.

11. Every company that refuses or neglects or whose officer or agent refuses or neglects to transmit or deliver the return called for by this section shall be liable to a penalty not exceeding fifty dollars for each and every day during which such refusal or neglect continues.

Penalty for false or deceptive statements.

12. Every general manager, manager or other chief executive officer, officer, clerk or servant or agent of the company who wilfully makes a false or deceptive statement in the return or in any of the records, books, accounts or reports of the company from which the return required by this section is compiled, shall be guilty of an indictable offence punishable, unless a greater punishment is in any case by law prescribed therefor, by imprisonment for a term not exceeding five years.

Penalty for negligent returns or making untrue entries.

13. Every general manager, manager or other chief executive officer, officer, clerk or servant or agent of the company who negligently prepares or signs any such return, record, account or report or who negligently makes an untrue entry in any of the books of the company affecting the correctness of the return shall be guilty of an indictable offence, punishable, unless a greater punishment is in any case by law prescribed therefor, by imprisonment for a term not exceeding three years.

INSURANCE PREMIUMS OTHER THAN LIFE.

Definitions.

"Company."

"Canadian company."

"Minister."

"Net premiums."

"Superintendent."

5. In this section unless the context otherwise requires,—

(*a*) "company" includes any corporation or any society or association, incorporated or unincorporated, or any partnership carrying on the business of insurance;

(*b*) "Canadian company" means a company incorporated or legally formed in Canada for the purpose of carrying on the business of insurance, and having its head office in Canada;

(*c*) "Minister" means the Minister of Finance;

(*d*) "Net premiums" means the gross premiums received less the rebates, return premiums and premiums paid for reinsurance to companies to which this section applies:

(*e*) "Superintendent" means the Superintendent of Insurance.

Tax on certain insurance companies upon net premiums.

2. Every company, other than a life insurance company, a company transacting marine insurance, a fraternal benefit society and a purely mutual company licensed or registered or otherwise authorized to transact in Canada or in any province thereof, the business of insurance shall pay to the Minister for the Consolidated Revenue Fund a tax of one per cent upon the net premiums received by it in Canada on and after the first day of January one thousand nine hundred and fifteen.

Tax on life and marine insurance companies for other class of insurance.

3. Every life insurance company and every marine insurance company which transacts in Canada in addition to its business of life insurance or of marine insurance a class of insurance other than life or marine insurance, shall be subject to the provisions of this section in respect of such other business as fully as if it were not authorized to transact the business of life insurance or of marine insurance.

Returns.

Form and contents.

4. Every company to which this section applies shall on or before the last day of April one thousand nine hundred and fifteen, and quarterly thereafter, deposit with the Superintendent a return on a form to be furnished by him showing the gross premiums received by it and the rebates, return premiums, and reinsurance premiums paid by it, during the three months ending on the last day of the month preceding the date on which such return is filed.

Signatures.

Such return shall, in the case of a Canadian company be signed by the president, vice-president, managing director or secretary. In the case of a company other than a Canadian company, such return shall be signed by the chief agent of the company in Canada if the company is licensed under the provisions of *The Insurance Act, 1910.* If a company other than a Canadian company is licensed

by any province of Canada such return shall be signed by the chief agent or attorney authorized by power of attorney from the company to make and verify the annual statements or returns required to be made by the laws of the province by which it is licensed.

Tax to be remitted with returns.

5. Every such company shall at the time of depositing the return remit to the Superintendent for payment to the Minister the amount of the tax payable under the provisions of this section in respect of the net premiums received by it during the period covered by the return.

Examination of books and records.

6. The Superintendent or any officer of his Department appointed by him may visit the head office of the company in the case of a Canadian company, or the chief agency or principal place of business in Canada in the case of a company other than a Canadian company, and examine the books and records of the company for the purpose of verifying any return called for by this section, and the Superintendent and such officer shall have the right of access to such books and records at all reasonable hours.

"Premiums received in Canada" defined.

7. Premiums received in respect of policies insuring persons resident, or property situated, in Canada at the time such insurance was effected or renewed, whether or not payment was made in Canada, shall be deemed to be premiums received in Canada within the meaning of subsection 2 of this section.

Penalty for refusal or neglect.

8. Every company that refuses or neglects or whose chief agent or attorney, as the case may be, refuses or neglects to deposit the return as called for by this section shall be liable to a penalty not exceeding fifty dollars for each and every day during which such refusal or neglect continues.

Penalty for false or deceptive statements.

9. Every president, vice-president, managing director, secretary, officer, clerk or servant, agent or attorney of the company who wilfully makes a false or deceptive statement in the return aforesaid or in any of the books and records of the company from which such return is compiled shall be guilty of an indictable offence punishable, unless a greater punishment is in any case by law prescribed therefor, by imprisonment for a term not exceeding five years.

Penalty for negligent returns or making untrue entries.

10. Every president, vice-president, managing director, secretary, officer, clerk or servant, agent or attorney of the company who negligently prepares or signs any such return or record of the company or who negligently makes an untrue entry in the books of the company affecting the correctness of the return shall be guilty of an indictable offence punishable, unless a greater pnuishment is in any case by law prescribed therefor, by imprisonment for a term not exceeding three years.

PART II.

Commencement of Part.

6. This Part shall come into force on the fifteenth day of April 1915.

Definition. "Minister."

7. In this Part unless the context otherwise requires,— "Minister" means the Minister of Inland Revenue.

TAX ON CABLE AND TELEGRAPHIC MESSAGES.

Definitions.

8. In this section unless the context otherwise requires,—

"Cable company."

(*a*) "cable company" means a body corporate, incorporated under any legislative authority, using telegraphic wires or cables in or under tidal waters within the jurisdiction of Canada for the transmission of messages beyond the limits of Canada;

"Telegraph company."

(*b*) "telegraph company" means a body corporate incorporated under any legislative authority using lines of telegraphic wires or cables within Canada for the transmission of messages to places within or without Canada;

"Company."

(*c*) "company" means a cable company or telegraph company, as hereinbefore defined.

Tax on cable and telegraph companies.

2. Every cable company and telegraph company shall pay to the Minister for Consolidated Revenue Fund, on the first day of February, the first day of May, the first day of August and the first day of November in each year, a sum equal to one cent upon each despatch or message other than press despatches or messages originating at each of such company's respective offices in Canada and transmitted thence over the company's lines during the three months ending respectively on the last day of December, the last day of March, the last day of June and the last day of September preceding for which a charge of fifteen cents or more was imposed.

Charged and collected by company.

3. Every company may charge the one cent to and collect the same from the person paying or liable to pay the regular charges for the transmission of the despatch or message.

Record and audit.

4. The company shall make and keep a record of all despatches and messages aforesaid in books prepared in such form as will enable an audit to be made of the despatches and messages originating as aforesaid and transmitted by the company.

Returns.

5. The company shall make quarterly to the Minister or officer of his Department authorized by the Minister to receive the same a return in accordance with a form approved by the Minister setting forth the number of despatches and messages for which a charge of fifteen

cents or more was imposed and the amount payable under this section in respect thereof.

Delivery and period of returns.

6. Such return shall be made up and sent by post or delivered on or before the first day of February, the first day of May, the first day of August and the first day of November in each year and shall be for the three months ending respectively on the last day of December, the last day of March, the last day of June and the last day of September preceding; and in the case of the first return after this Part comes into force, the return shall be for the part of the three months ending on the last day of March or the last day of June, 1915, as the case may be. At the time of the transmission or delivery of the first return the sum payable in respect of the said part shall be paid to the Minister.

One return from company as a whole.

7. The company shall make one return for the company as a whole and not for each of its offices, unless the Minister by regulation prescribes that the return shall be confined to the business of the company within a particular area or district.

Signatures.

8. The return shall be signed by—

(*a*) the general manager, manager or other chief executive officer of the company;

(*b*) the chief executive officer of the company for the area or district in respect of which the return is made, in case the Minister shall have made a regulation prescribing an area or district under subsection 7 of this section;

(*c*) the chief executive officer or agent in Canada or in the area or district in Canada prescribed under subsection 7 of this section in case of a company incorporated outside of Canada.

Proof of date of posting.

9. If any return called for by this section is sent by post, the date appearing by the stamp or mark of the post office upon the envelope or wrapper enclosing the return shall be taken *prima facie* to be the date at which the same was sent.

Inspection of books, etc.

10. The records, books, accounts and vouchers of the company shall be open at all reasonable hours to the inspection of the officers or other persons authorized to inspect by the Minister.

Penalty for refusal or neglect.

11. Every company that neglects to make and keep a record in such form as is by this section prescribed of all despatches and messages originating at each of the company's respective offices in Canada and transmitted over the company's lines for which a charge of fifteen cents or more was imposed shall be liable to a penalty not exceeding one thousand dollars.

Penalty for neglecting to send returns.

12. Every company that neglects to send or deliver the return as prescribed by this section shall be liable to a penalty of twenty-five dollars for each and every day during which such refusal or neglect continues.

Penalty for false or deceptive statements.

13. Every general manager, manager or other chief executive officer, officer, clerk or servant or agent of the company who wilfully makes a false or deceptive statement in the return or in any of the records, books, accounts or reports of the company from which the return required by this section is compiled shall be guilty of an indictable offence punishable, unless a greater punishment is in any case by law prescribed therefor, by imprisonment for a term not exceeding five years.

Penalty for negligent returns or making untrue entries.

14. Every general manager, manager or other chief executive officer, officer, clerk or servant or agent of the company who negligently prepares or signs any such return, record, account or report or who negligently makes an untrue entry in any of the books of the company affecting the correctness of the return shall be guilty of an indictable offence punishable, unless a greater punishment is in any case by law prescribed therefor, by imprisonment for a term not exceeding three years.

Regulations.

15. The Minister may make such regulations as are deemed necessary for carrying out the provisions of this section.

RAILWAY AND OTHER TICKETS.

Definitions. "Person."

9. In this section unless the context otherwise requires,—

(*a*) "person," in addition to including any body corporate or politic, shall, for greater certainty, be deemed to include,—

(i) the officers, clerks and servants of railways subject to the Government Railways Act and the officers, clerks and servants employed by the Government of Canada in connection with the operation of vessels;

(ii) the officers, clerks and servants of any railway operated by or under the authority of the Lieutenant Governor in Council of any province;

"Vessel."

(*b*) "vessel" includes any ship or boat of any kind whatsoever whether propelled by steam or otherwise.

Tax on railway and vessel tickets or right of transportation.

2. Every purchaser of,—

(*a*) a ticket or right entitling the purchaser to transportation over a railway to any place in or outside of Canada;

(*b*) a ticket or right entitling the purchaser to transportation by vessel between ports or places in Canada or from a port or place in Canada to a port or place

in Newfoundland, the West Indies, Bermuda, British Guiana, British Honduras or the United States;

(*c*) a ticket or right entitling the purchaser to transportation over a railway and by vessel to a port or place in Canada, Newfoundland, the West Indies, Bermuda, British Guiana, British Honduras or the United States, whether such transportation be by railway and vessel, or by vessel and railway, or by railway, vessel and railway;

shall, in addition to the regular charge for the ticket or right, pay to the person selling the ticket or right, for the Consolidated Revenue Fund, in respect of a ticket or right costing,—

(i) over one dollar and not more than five dollars, five cents;

(ii) over five dollars,—for each five dollars and in addition for any fractional part of five dollars, five cents.

Tax on sleeping and parlour car tickets.

3. Every purchaser of a berth in a sleeping car or seat in a parlour car shall, in addition to the regular charge for the berth or seat, pay to the person selling the berth or seat for the Consolidated Revenue Fund,—

(*a*) ten cents in respect of each berth bought;

(*b*) five cents in respect of each seat bought.

Tax on vessel tickets or right of transportation.

4. Every purchaser of a ticket or right entitling the purchaser, either with or without intervening transportation, to transportation by vessel from a port or place either in or outside of Canada to a port or place outside of Canada other than in Newfoundland, the West Indies, Bermuda, British Guiana, British Honduras or the United States shall, in addition to the regular charge for the ticket or right, pay in respect of the transportation by vessel to the person selling the ticket or right for the Consolidated Revenue Fund,—

(*a*) the sum of one dollar if the amount chargeable for such transportation by vessel exceeds ten dollars;

(*b*) the sum of three dollars if the amount chargeable for such transportation by vessel exceeds forty dollars;

(*c*) the sum of five dollars if the amount chargeable for such transportation by vessel exceeds sixty-five dollars.

Tax to be collected by seller of ticket, etc.

5. It shall be the duty of the person selling such ticket, right, berth or seat to collect from the purchaser thereof for the Consolidated Revenue Fund the sum payable under this section.

Record and audit.

6. The person selling such ticket, right, berth or seat shall make and keep a record of the tickets, rights, berths and seats sold to which this section applies and of the sums received for the Consolidated Revenue Fund in respect thereof in such form as will enable an audit to be made on

behalf of the Minister of the tickets, rights, berths and seats sold.

Returns.

7. The person selling shall make quarterly to the Minister or other officer authorized by the Minister to receive the same a return in such form as may be approved by the Minister, setting forth the tickets, rights, berths and seats so sold and the sum received in respect thereof for the Consolidated Revenue Fund. Such return shall be made up and sent in by post or delivered on or before the first day of February, the first day of May, the first day of August and the first day of November in each year and shall be for the three months ending respectively on the last day of December, the last day of March, the last day of June and the last day of September preceding; and in the case of the first return the return shall be for the part of the three months after this Part comes into force ending on the last day of March or the last day of June, 1915, as the case may be. At the time of the transmission or delivery of the return the sum so received during the three months, or part thereof in the case of the first return, shall be paid to the Minister.

Delivery and period of returns.

Tax remitted with returns.

One return from company as a whole.

8. Where the person selling is a body corporate (in this subsection and in subsection 9 of this section called "the company") the company shall make one return for the company as a whole, unless the Minister by regulation prescribes that the return shall be confined to the business of the company within a particular area or district.

Signatures.

9. The return shall be signed by,—

(*a*) the person selling;

(*b*) in the case of a company, the general manager, manager, or other chief executive officer of the company;

(*c*) the chief executive officer of the company for the area or district in respect to which the return is made in case the Minister shall have made a regulation prescribing an area or district under subsection 8 of this section;

(*d*) the chief executive officer or agent in Canada or in the area or district in Canada prescribed under subsection 8 of this section in the case of a company incorporated outside of Canada.

Record and account by Government officials.

10. Subsections 7, 8 and 9 of this section shall not apply to officers, clerks and servants of railways subject to the *Government Railways Act* or to officers, clerks and servants employed by the Government of Canada in connection with the operation of vessels; but such officers, clerks and servants shall make and keep a record of the sums received for Consolidated Revenue Fund under this section and shall account for the same at the same time as other sums

received by them for Consolidated Revenue Fund are accounted for.

Proof of date of posting.

11. If any return called for by this section is sent by post, the date appearing by the post office stamp or mark upon the envelope or wrapper enclosing the return shall be taken *prima facie* to be the date upon which the return was sent.

Books, etc., open to inspection.

12. For the purpose of verifying the return or of ascertaining the amount payable into the Consolidated Revenue Fund under this section, the records, books, accounts and vouchers of the person selling shall be open at all reasonable hours to the inspection of the officers or other persons authorized to inspect by the Minister.

Penalty for neglecting to keep record.

13. Every person selling such ticket, right, berth or seat that neglects to make and keep a record thereof in such form as is by this section prescribed shall be liable to a penalty not exceeding five thousand dollars.

Penalty for neglecting to send returns.

14. Every person that neglects to send or deliver the return as prescribed by this section shall be liable to a penalty not exceeding fifty dollars for each and every day during which such neglect continues.

Penalty for false or deceptive statements.

15. Every person who wilfully makes a false or deceptive statement in the return or in the records, accounts or books from which the return is compiled shall be guilty of an indictable offence punishable, unless a greater punishment is in any case by law prescribed therefor, by imprisonment for a term not exceeding five years.

Penalty for negligent returns or making untrue entries.

16. Every person who negligently prepares or signs any such return, or who negligently makes an untrue entry in any of the records, accounts or reports from which the return is compiled, shall be guilty of an indictable offence punishable, unless a greater punishment is in any case by law prescribed therefor, by imprisonment for a term not exceeding three years.

Penalty for refusal or neglect by purchaser.

17. Every purchaser of a ticket, right to transportation, berth or seat to which this section applies who refuses or neglects to make payment for the Consolidated Revenue Fund as in this section provided shall incur a penalty not exceeding fifty dollars.

Liability of seller of ticket, etc., upon non-compliance with Act.

18. If, by reason of non-compliance with any of the requirements of this section, any sum of money required by its provisions to be collected and paid is not so collected and paid, the person selling the ticket, right, berth or seat shall nevertheless be liable to pay such sum: Provided that nothing in this subsection shall be construed to impose any liability upon the Government of a province.

Regulations.

19. The Minister may make such regulations as are deemed necessary for the carrying out of the provisions of this section.

PART III.

Commencement of Part.

10. This Part, except as herein otherwise provided, shall come into force on the fifteenth day of April, 1915.

Definition, "Minister".

11. In this Part, unless the context otherwise requires,— "Minister" means the Minister of Inland Revenue.

STAMP DUTIES ON CHEQUES AND CERTAIN OTHER INSTRUMENTS.

Definitions.

12. In this section, unless the context otherwise requires,—

"Bank."

(*a*) "bank" means,—

(i) a bank to which the provisions of *The Bank Act* applies;

(ii) a bank subject to the provisions of *The Quebec Savings Banks Act, 1913;*

(iii) any other body corporate receiving money which it repays by honouring the cheques of the person from or on whose account the money was received;

(iv) any one receiving money which he repays by honouring the cheques of the person from or on whose account the money was received;

"Bill of exchange."

(*b*) "bill of exchange" includes an instrument in the form of a bill in which the drawer and drawee are the same person;

"Promissory note."

(*c*) "promissory note" does not include notes of a bank payable to bearer on demand and intended for circulation.

Stamp tax on cheques.

2. No person shall issue a cheque payable at or by a bank unless there is affixed thereto an adhesive stamp or unless there is impressed thereon by means of a die a stamp of the value of two cents, and the person issuing shall at the time of issue cancel the stamp by writing on or across the stamp initials or other marks of identification, together with the date of such writing.

Stamp tax on bills and notes.

3. No person shall transfer a bill of exchange or promissory note to a bank in such manner as to constitute the bank the holder thereof or deliver a bill of exchange or promissory note to a bank for collection unless there is affixed thereto an adhesive stamp or unless there is impressed thereon by means of a die a stamp of the value of two cents, and the person transferring or making delivery shall at or before such time cancel the stamp by writing on or across the stamp initials or other marks of identification, together with the date of such writing.

Stamp tax on receipts for money paid by bank.

4. No person shall sign a receipt for money paid to him by a bank chargeable against a deposit of money in the bank to his credit until he has affixed to the receipt an adhesive stamp or unless there is impressed thereon by means of a die a stamp of the value of two cents, and the person signing such receipt shall at the time of signing cancel the stamp by writing on or across the stamp initials or other marks of identification, together with the date of such writing.

Stamp tax on bank cheques, etc.

5. No cheque or other bill of exchange shall be issued or paid by a bank unless there is affixed thereto an adhesive stamp or impressed thereon by means of a die a stamp of the value of two cents.

Stamp tax on notes, cheques and bills made out of Canada.

6. Every bank having in possession in Canada any promissory note, cheque or other bill of exchange made or drawn out of Canada on which a stamp prepared for the purposes of this Part has not been affixed or impressed shall before payment or presentment for payment, if the same is payable in Canada, affix thereto an adhesive stamp of the value of two cents and the value of the stamp so affixed shall be payable to the bank by the person entitled to the proceeds of the note, cheque or bill. The bank shall, before payment or presentment for payment, if the stamp is affixed by the bank, cancel the stamp by writing on or across the stamp initials identifying the bank, together with the date of such writing.

Issue of cheque without stamp.

7. Every person who issues a cheque payable at or by a bank to which there is not affixed an adhesive stamp or on which there is not impressed by means of a die a stamp of the value of two cents, and every person issuing a cheque to which a stamp has been affixed who omits or neglects at or before the time of issue to cancel the stamp as required by this section by writing on or across the stamp initials or other marks of identification, together with the date of such writing, shall be liable to a penalty not exceeding fifty dollars.

Omitting to cancel stamp.

Penalty.

Transfer or delivery of bill or note without stamp.

8. Every person who,—

(*a*) transfers a bill of exchange or promissory note to a bank in such manner as to constitute the bank the holder thereof;

(*b*) delivers a bill of exchange or promissory note to a bank for collection;

to which there is not affixed an adhesive stamp or on which there is not impressed by means of a die a stamp of the value of two cents, and every person transferring or making delivery as aforesaid of a bill of exchange or promissory note to which a stamp has been affixed who omits or neglects at or before the time of trans-

Omitting to cancel stamp.

ferring or making delivery to cancel the stamp by writing on or across the stamp initials or other marks of identification, together with the date of such writing,

Penalty.

shall be liable to a penalty not exceeding fifty dollars.

Receipt for money paid by bank without stamp.

9. Every person who signs a receipt for money paid to him by a bank chargeable against a deposit of money in the bank to his credit to which there is not affixed an adhesive stamp or on which there is not impressed by means of a die a stamp of the value of two cents and every person signing such receipt to which a stamp has been affixed who omits or neglects at the time or before the time of signing to cancel the stamp as required by this section by writing on or across the stamp initials or other marks of identification, together with the date of such writing, shall be liable to a penalty not exceeding fifty dollars.

Omitting to cancel stamp.

Penalty.

Issue of bank cheques, etc., without stamp.

10. Every bank which issues, pays, presents for payment or accepts payment of a cheque or other bill of exchange or promissory note upon which a stamp of the value of two cents has not been affixed or impressed in accordance with the requirements of this section shall be liable to a penalty of one hundred dollars.

Penalty.

Bank omitting to cancel stamp on notes, etc.

11. Every bank which omits or neglects to cancel as required by this section a stamp affixed by the bank to a promissory note, cheque or bill of exchange made or drawn out of Canada by writing on or across the stamp initials or other marks identifying the bank, together with the date of such writing, shall be liable to a penalty of one hundred dollars.

Penalty.

Bank taking receipt without stamp.

12. Every bank which takes or accepts a receipt for money paid by the bank chargeable against a deposit of money at the credit of the person signing the receipt on which a stamp of the value required by this section has not been affixed or impressed shall be liable to a penalty of one hundred dollars.

Penalty.

STAMP DUTIES ON MONEY ORDERS, LETTERS AND POST CARDS.

Definition.

13. In this section unless the context otherwise requires,—

"Express company."

"express company" means any body corporate, association, partnership or person engaged in the transportation of goods of any kind and issuing money orders.

Stamp tax on money orders, etc., of express companies.

2. Every express company carrying on business in Canada shall before the issue of a money order or travellers's cheque affix thereto an adhesive stamp of the value of two cents and the company may charge the two cents to and collect the same from the purchaser of the order

or cheque or from the payee thereof. The company shall before delivery of the order or cheque cancel the stamp by writing on or across the stamp initials or other identification of the company, together with the date of the issue of the order or cheque.

Stamp tax on money orders of Post Office.

3. No money order shall be issued under the provisions of the *Post Office Act* until there is affixed thereto or to the relative advice a postage stamp of the value of two cents, to be paid for by the purchaser of the order. The postmaster or other officer of the Post Office department issuing the order shall cancel the stamp by impressing thereon when affixed the date stamp of the post office at which the order is issued.

Stamp tax on postal notes.

4. No postal note shall be issued under the provisions of the *Post Office Act* until there is affixed thereto a postage stamp of the value of one cent, to be paid for by the purchaser of the note. Before delivery of the note the stamp shall be cancelled by the postmaster or other officer of the Post Office department issuing the same by impressing thereon the date stamp of the post office at which the note is issued.

Stamp tax on letters and post cards.

5. On every letter and post card for transmission by post for any distance within Canada and on every letter and post card not intended for transmission through the mails but for posting and delivery at the same post office, there shall be levied and collected a tax of one cent in addition to postage payable in the form of a postage stamp of the denomination of one cent, to be affixed thereto at or before the time of posting the letter or post card; but such tax shall not be levied or collected on any letter or post card entitled to the privilege of free transmission under the provisions of the *Post Office Act*, nor on any letter or post card if the levying and collecting of such tax would be contrary to the provisions of the Universal Postal Convention concluded between Canada and certain other countries. The stamp so affixed shall be cancelled by the postmaster or other officer of the Post Office department whose duty it is to cancel the postage stamps affixed to such letters and post cards in prepayment of postage.

Exception.

Distribution of prescribed stamps.

6. The Postmaster General shall make arrangements for the distribution of postage stamps for the purposes of subsections 3, 4 and 5 of this section and the words "war tax" may be printed or impressed thereon by his direction. The use of any postage stamps upon which the words "war tax" have been so printed or impressed shall be subject to such regulations as the Postmaster General may make.

Remuneration for sale of stamps.

7. Postmasters whose salaries are not fixed by law shall receive as remuneration for the sale by them of postage

stamps under subsections 3, 4 and 5 of this section a percentage on the amount so collected equal to the percentage allowed them under section 100 of the *Post Office Act*.

Regulations to prevent non-compliance as to stamps on letters and post-cards.

8. The Postmaster General may by regulation provide, in case a postage stamp of the denomination of one cent is not affixed to a letter or post card as required by subsection 5 of this section, that the letter or post card—

(*a*) shall not be forwarded by post or delivered to the addressee, but shall be returned through the dead letter office to the writer or sender; or

(*b*) if addressed to any place in Canada, shall be forwarded to its destination charged with the payment of two cents by the person to whom it is addressed, and on neglect or refusal by the person to whom it is addressed to pay the two cents, the letter shall be returned to the sender through the dead letter office; or

(*c*) shall be otherwise dealt with as in such regulation prescribed.

Additional regulations.

9. The Postmaster General may make, in addition to the regulations hereinbefore provided for, such additional regulations as are deemed necessary for the carrying out of the provisions of subsections 3, 4, 5, 6 and 7 of this section.

Non-compliance by express companies.

10. Every express company which issues a money order or cheque to which a stamp as required by this section has not been affixed, or which fails or neglects before delivery of the order or cheque to cancel the stamp as required by this section, shall incur a penalty of one hundred dollars.

Penalty.

Non-compliance by foreign express company.

11. In the case of an express company incorporated outside of Canada the officer or agent of the company who issues a money order or cheque to which a stamp as required by this section has not been affixed, and any such officer or agent who fails or neglects to cancel the stamp as required by this section, shall incur a penalty of one hundred dollars.

Penalty.

STAMP DUTIES ON ARTICLES IN BOTTLES AND PACKAGES.

Definitions.

14. In this section and in the remaining sections of this Part, unless the context otherwise requires,—

"Consumer."

(i) "consumer" means a person who uses up

(*a*) a proprietary or patent medicine,

(*b*) perfumery,

(*c*) wine of the grape, non-sparkling, or

(*d*) champagne or sparkling wine,

either in serving his own wants or in producing therefrom any other article of value; and "selling to a consumer" includes selling by retail;

(ii) "package" includes carton, packet, box, pot, cask of wood or other material, or other first receptacle or covering; "Package."

(iii) "perfumery" includes alcoholic and non-alcoholic perfumes and perfumed spirits, bay rum, cologne and lavender waters, hair oil, tooth and other powders and washes, pomatums, pastes and all other preparations used for the hair, mouth or skin; "Perfumery"

(iv) "proprietary or patent medicine" includes pills, powders, tinctures, troches, or lozenges, syrups, cordials, bitters, anodynes, tonics, plasters, liniments, salves, ointments, pastes, drops, waters (except mineral waters in their natural state or carbonized), essences, oils, and all other medicinal preparations or compositions bottled or packed ready for sale in respect of which the person making or preparing the same has or claims to have any formula or secret or occult art for the making or preparing thereof, or has or claims to have any exclusive right or title to such making or preparing, or which are prepared or made under any letters patent or which are designated by a trade mark or which if prepared in accordance with any formula published or unpublished are recommended to the public by the makers, vendors or proprietors thereof as remedies or specifics for any disease or affection whatsoever affecting the human or animal body, but does not include any medicinal preparation or composition recognized by the British or the United States pharmacopœia or the French codex as officinal. "Proprietary or patent medicine."

15. Every person selling to a consumer any bottle or package containing Stamp tax on patent medicines, perfumery, and wines.

(*a*) a proprietary or patent medicine,

(*b*) perfumery,

(*c*) wine of the grape, non-sparkling, or

(*d*) champagne or sparkling wine,

shall, at or before the time of sale, affix to every such bottle or package an adhesive stamp of the requisite value as mentioned in the Schedule to this Part.

2. Every importer of

(*a*) a proprietary or patent medicine,

(*b*) perfumery,

(*c*) wine of the grape, non-sparkling, or

(*d*) champagne or sparkling wine,

who is a consumer, shall, while such articles after importation into Canada are in the custody of the proper customs officers, affix an adhesive stamp to the bottles or packages

containing such articles of the requisite value as mentioned in the Schedule to this Part.

3. The person selling and the importer, whose duty it is to affix a stamp under this section, shall at the time the stamp is affixed cancel the same by writing on or across the stamp initials or other marks of identification, together with the date of such writing, or otherwise cancel the stamp in accordance with regulations made by the Minister.

Retail price.

16. The Minister may fix and determine, for the purposes of this Part, the retail price of a proprietary or patent medicine and of perfumery.

Penalty for neglect to affix stamp.

17. Every person required by this Part to affix an adhesive stamp to a bottle or package containing

(*a*) a proprietary or patent medicine,

(*b*) perfumery,

(*c*) wine of the grape, non-sparkling, or

(*d*) champagne or sparkling wine,

who fails or neglects to affix an adhesive stamp as required by this Part shall incur a penalty not less than fifty dollars and not exceeding two hundred and fifty dollars.

Penalty for neglect to cancel stamp.

18. Every person required by this Part to cancel a stamp affixed to a bottle or package in the manner prescribed by or under the provisions of this section who fails or neglects so to do shall incur a penalty not less than fifty dollars and not exceeding two hundred and fifty dollars.

STAMP DUTIES, GENERAL.

Stamps to be prepared.

19. The Minister, except as herein otherwise provided, may direct stamps to be prepared for the purposes of this Part of such kinds and bearing respectively such devices as he thinks proper, and all sums received for stamps and paper stamped by means of a die under this Part shall form part of the Consolidated Revenue Fund.

Proceeds.

Device.

2. The device on each stamp shall express the value thereof, that is to say the sum at which it shall be reckoned in discharge of the obligation to affix or impress stamps under this Part.

Use of postage stamps meanwhile.

3. Pending the preparation of stamps under the preceding subsections of this section, the Minister may authorize the use of postage stamps of the value required upon which the words "war tax" or "Inland Revenue war tax" have been printed or impressed by direction of the Minister.

4. The Minister may appoint any collectors of Inland Revenue, postmasters or other officers of the Government or other persons to sell stamps (other than stamps required for the purposes of subsections 3, 4 and 5 of section 13) for the purposes of this Part. Appointment of stamp vendors.

5. The Governor in Council, except as herein otherwise provided, may by regulation fix and determine the remuneration to be allowed to persons appointed to sell stamps for the purposes of this Part. Remuneration.

6. The Minister, except as herein otherwise provided, may make such additional regulations as are deemed necessary for carrying out the provisions of this Part. Regulations.

7. The provisions of this Part, in so far as they relate to wine of the grape, non-sparkling, champagne and sparkling wine, shall be deemed to have come into force on the twelfth day of February, 1915. Date when provisions relating to wine commence.

GENERAL.

20. All taxes or sums payable under this Act shall be recoverable at any time after the same ought to have been accounted for and paid, and all such taxes and sums shall be recoverable, and all rights of his Majesty hereunder enforced, with full costs of suit, as a debt due to or as a right enforceable by His Majesty, in the Exchequer Court or in any other court of competent jurisdiction. Recovery of taxes.

2. Every penalty incurred for any violation of the provisions of this Act may be sued for and recovered Recovery of penalties.

(*a*) before the Exchequer Court of Canada or any court of competent jurisdiction in the premises; or

(*b*) if the amount of such penalty does not exceed five hundred dollars, by summary conviction under *The Summary Convictions Act*.

3. All penalties imposed by this Act may be sued for, prosecuted and recovered with costs by His Majesty's Attorney General of Canada, or, in respect of penalties under Part One, in the name of the Minister of Finance, or, in respect of penalties under Part Two, in the name of the Minister of Inland Revenue, or, in respect of penalties under Part Three, in the name of the Minister of Inland Revenue or any other person. Prosecutions.

4. The amount of all such penalties shall, except as herein otherwise provided, belong to His Majesty for the public uses of Canada and shall form part of the Consolidated Revenue Fund. Application of penalties.

5. Any penalty collected and paid under Part Three may be divided with the person laying an information or otherwise aiding in effecting the conviction of the person Penalty collected under Part Three.

accused, in such proportions as the Treasury Board in any case or class of cases directs and appoints.

SCHEDULE TO PART III.

Article.	Stamp of the Value of
(*a*) A proprietary or patent medicine,	
(*b*) Perfumery, the retail price for each bottle or package thereof being—	
twenty-five cents or less	One cent
more than twenty-five cents— for each twenty-five cents and in addition for any fractional part of twenty-five cents	One cent
(*c*) Wine of the grape, non-sparkling, each bottle or package containing—	
one pint or less	Three cents
one quart or less, but more than one pint	Five cents
a quantity greater than one quart— for each quart and in addition for any fractional part of a quart	Five cents
(*d*) Champagne and sparkling wine, each bottle or package containing—	
one half pint or less	Thirteen cents
one pint or less, but more than one-half pint	Twenty-five cents
a quantity greater than one pint— for each pint and in addition for any fractional part of a pint	Twenty-five cents

76.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 76.

An Act to supplement the Revenue required to meet War Expenditures.

First reading, March 18, 1915.

MR. WHITE (Leeds).

OTTAWA

Printed by J. DE L. TACHÉ

Printer to the King's most Excellent Majesty

1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 77.

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

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

1. Paragraph (*a*) of section 19 of the *Senate and House of Commons Act*, chapter 10 of the Revised Statutes, 1906, is repealed and the following is substituted therefor:—

Amendment disqualifying as Members directors and those holding controlling interest.

"(*a*) A shareholder in any incorporated company having a contract or agreement with the Government of Canada, except any company which undertakes a contract for the building of any public work, and except any company of which he is a director or in which he holds, directly or indirectly, a controlling interest."

2. Subsection 4 of section 20 is repealed and the following is substituted therefor:—

Amendment penalizing Senators who are directors or holding controlling interest.

"4. This section shall not render any senator liable for such penalties by reason of his being a shareholder in any incorporated company having a contract or agreement with the Government of Canada, except any company which undertakes a contract for the building of any public work, and except any company of which he is a director or in which he holds, directly or indirectly, a controlling interest."

77.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 77.

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

First reading, March 19, 1915.

Mr. Proulx.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 78.

An Act to amend The Bank Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1913, c. 9.

1. *The Bank Act*, chapter 9 of the statutes of 1913, is amended by inserting immediately after subsection 7 of section 88 the following subsections:—

"8. The bank may lend money to the owner, tenant or occupier of land for the purchase of seed grain upon the security of any crop to be grown from such seed grain. Loans for purchase of seed grain.

"9. The security may be taken in the form set forth in Schedule G to this Act or in a form to the like effect. Security.

"10. The bank shall by virtue of such security acquire a first and preferential lien and claim for the sum secured and interest thereon upon the seed grain purchased and the crop covered by the security, as well before as after the severance of the crop from the soil, and upon the grain threshed therefrom, and the bank shall by virtue of such security acquire the same rights and powers in respect of such seed grain and of the grain so threshed as if it had acquired such rights and powers by virtue of a warehouse receipt. First lien upon seed grain and crop. Same rights as upon warehouse receipts.

"11. The bank shall have the right, through its servants or agents, in case of default in payment of the money lent or in case of neglect to care for and harvest the crop, or in case of any attempt to dispose of the crop without the consent of the bank, or in case of the seizure of the crop under process of law, to enter upon the land upon which the crop is grown, to take possession of, care for and harvest the crop and thresh the grain therefrom. Rights to enter and take possession in case of default, etc.

"12. Money lent under subsection 8 of this section to be entitled to the security therein referred to must be lent not later than the first day of August, 1915." No loans after 1st August, 1915.

Commencement of Act.

2. This Act shall be deemed to have come into force on the fifteenth day of March, 1915.

SCHEDULE G.

In consideration of an advance of dollars made by the Bank to A.B., for which the said Bank holds the following bills or notes: (*describe the bills or notes, of any*) [*or*, In consideration of the discounting of the following bills or notes by the Bank for A. B.: (*describe the bills or notes*)] and inasmuch as the said advance [*or* the said discounting, *as the case may be*] was made on the representation that seed grain would be purchased with the advance [*or* proceeds of the discounting, *as the case may be*] and would be sown upon land in the Province of situate and being

the seed grain purchased and the crop grown from the grain so sown upon the land aforesaid and the grain threshed therefrom are hereby assigned to the said Bank as security for the payment, on or before the day of ,of the said advance, together with interest at the rate of per cent per annum from the day of [*or*, of the said bills or notes, or renewals thereof, or substitutions therefor, and interest thereon, *as the case may be*].

This security is given under the provisions of subsections 8 to 12, inclusive, of section 88 of *The Bank Act* and is subject to the provisions of the said Act.

Dated at

78.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 78.

An Act to amend The Bank Act.

First reading, March 19, 1915.

MR. WHITE, (Leeds).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 79.

An Act to authorize certain extensions of time to Insurance Companies.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1910, c. 32.

1. Any insurance company whose power to apply for a license under the provisions of *The Insurance Act, 1910,* will expire before the end of the next session of Parliament, may obtain an extension of such power until the end of the next session of Parliament, by filing a notice with the Superintendent of Insurance in form 1 of the schedule to this Act within two months after the passing of this Act, and paying to the said Superintendent a fee of one hundred dollars. Extension of time for applying for license.

2. A list of all companies obtaining extensions under the provisions of this Act shall be published in the prefix to the first volume of the annual statutes of Canada published thereafter. Publication of list of companies.

SCHEDULE.

1.

To the Superintendent of Insurance:

Notice is hereby given that the (here insert name of Company) will take advantage of the extension of time authorized by chapter.....of the Statutes of 1915 for applying for a license under The Insurance Act, 1910.

Dated at.....this.....day of.....
A.D. 1915.

5th Session, 12th Parliament, 5 George V. 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 79.

An Act to authorize certain extensions of time to Insurance Companies.

First reading, March 19, 1915.

Mr. Doherty.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 85.

An Act respecting Seed Grain, Fodder and other Relief.

Preamble.

WHEREAS there are certain districts in the provinces of Alberta and Saskatchewan in which persons engaged in agricultural pursuits are unable to procure seed grain for use in the season of 1915, and fodder for animals and other goods by way of relief; and whereas it is expedient to provide means whereby such seed grain, fodder for animals, and other goods by way of relief may be furnished to the said persons; and whereas a memorandum of agreement dated the eighteenth day of February, 1915, has been made between the Honourable William James Roche, Minister of the Interior of Canada, on behalf of the Dominion of Canada, and the Honourable George A. Bell, Provincial Treasurer on behalf of the Government of Saskatchewan, a copy of which memorandum of agreement forms Schedule A of this Act; and whereas a memorandum of agreement dated the thirteenth day of February, 1915, has been made between the said the Honourable William James Roche on behalf of the Dominion of Canada, and the Honourable Arthur L. Sifton, on behalf of the Government of Alberta, a copy of which memorandum of agreement forms Schedule B of this Act: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Purchase, sale and distribution of seed grain, fodder, and other relief.

1. The Governor in Council shall have power to provide for the purchase, sale, and distribution during the year 1915 among such farmers and settlers in the said provinces of Alberta and Saskatchewan as apply for the same, of seed grain, fodder for animals, and other goods by way of relief, in such quantities and upon such terms as to the taking of security for the repayment of the cost of seed grain, fodder, and other goods by way of relief so supplied, as shall appear necessary or proper.

Agreements and action of Government confirmed.

2. The said agreements, copies of which form the schedules hereto, as aforesaid, and any action heretofore taken by the Governor in Council or by any department of the Government of Canada, during the years 1914 and 1915, to provide the said farmers and settlers with seed grain, fodder for animals, or other goods by way of relief, are hereby approved, ratified, and confirmed.

SCHEDULE A.

Memorandum of agreement between the Honourable W. Roche, Minister of the Department of the Interior, on behalf of the Government of the Dominion of Canada, and the Honourable George A. Bell, Provincial Treasurer, on behalf of the Government of the province of Saskatchewan, entered into this February 18, 1915.

Whereas the Government of the Dominion of Canada and the Government of the province of Saskatchewan recognize that a serious situation exists in a portion of the said province owing to severe drouth which prevailed during the past summer and that the crops in those districts were almost a total failure and that the settlers are in many cases destitute;

And whereas it is generally recognized that to insure the future of the said province it will be necessary to seed down every available acre of land and endeavour to keep up the production of grain;

And whereas the Government of the Dominion of Canada has undertaken a distribution of relief to the settlers affected as aforesaid;

Therefore it is agreed by the said Minister of the Interior and by the said Provincial Treasurer for the province of Saskatchewan as follows:—

First, that the Dominion Government will undertake the distribution of seed grain and relief other than seed grain to homesteaders on patented and unpatented lands alike and in accordance with their necessities, and within the area described as the drouth stricken area, namely approximately from the third meridian to the western boundary of the province of Saskatchewan and from townships one to thirty inclusive, more or less. Also outside of the drouth-stricken area if found advisable to do so.

Second, that the Provincial Government agrees to afford the Government of Canada the same measure of protection

and the same facilities in reference to the collection of advances of seed grain and fodder for animals made to homesteaders on lands now or hereafter patented as is afforded to the Government of Saskatchewan by the Act respecting Seed Grain, being chaptered 8 of the statutes of 1908 of the province of Saskatchewan, as amended; and that the Government of the province of Saskatchewan shall at the next ensuing session of the legislature procure the enactment of such legislation as will afford to His Majesty in the right of Canada the same security in respect of seed grain advances and advances for fodder for animals as is provided for His Majesty in the right of the province under the said Act.

Third, that the province of Saskatchewan hereby agrees to bear the expense of the central distribution office at Winnipeg, and of the officers connected therewith in distributing such seed grain and fodder for animals in respect of patented lands.

Fourth, that the Provincial Government will undertake to protect and legalize the liens for seed grain or for fodder for animals under the provisions hereof which have already been taken or which will be taken hereafter by the Dominion Government against homesteaders on patented lands within the said province of Saskatchewan.

Fifth, that in the cases where liens for seed grain or fodder for animals have been consented to by homesteaders on unpatented lands, and where such homesteaders subsequently obtain their patents, the Provincial Government will undertake to protect and legalize the collection, by the Dominion Government through their authorized agents, of the amounts of such liens against such lands in the same manner as if the liens had primarily been filed against homesteaders on patented lands, such liens to have priority over all other liens, charges or incumbrances until fully paid.

Sixth, that the Provincial Government will undertake to register, free of charge, with the registrar of land titles for each land registration district, the mortgages given by homesteaders on patented lands within the province of Saskatchewan, as well as the liens given by homesteaders on unpatented lands, who may subsequently obtain their patents, and against whom such liens should be recorded on account of not having been paid prior to the securing of such patents, the said liens to have priority over all other liens, charges or incumbrances whatsoever until fully paid.

Seventh, that the Minister of the Interior and the Provincial Treasurer of the province of Saskatchewan will

undertake to have an Order in Council passed as soon as possible by their respective Government to ratify the agreement herewith; and

Eighth, that the Minister of the Interior and the Provincial Treasurer will undertake to have their respective Government pass, at their next session of Parliament, the necessary legislation approving, ratifying and confirming the Order in Council and agreement made for the purpose aforesaid.

In Witness Whereof the parties hereto have hereunto set their hands the day and year first hereinbefore written.

Signed in the presence of P. MARCHAND.	W. J. ROCHE, Minister of the Interior on behalf of the Dominion Government. GEORGE A. BELL,
P. WERRY TAYLOR, Witness as to the signature of the Hon. GEORGE A. BELL.	Provincial Treasurer for the province of Saskatchewan.

SCHEDULE B.

Memorandum of agreement between the Honourable W. J. Roche, Minister of the Department of the Interior, on behalf of the Government of the Dominion of Canada, and the Honourable Arthur Sifton, on behalf of the Government of the province of Alberta, entered into this thirteenth day of February, 1915.

Whereas the Government of the Dominion of Canada and the Government of the province of Alberta recognize that a serious situation exists in a portion of the said province owing to severe drouth which prevailed during the past summer and that the crops in those districts were almost a total failure and that the settlers are in many cases destitute;

And whereas it is generally recognized that to insure the future of the said province, it will be necessary to seed down every available acre of land and endeavour to keep up the production of grain;

And whereas the Government of the Dominion of Canada has undertaken a distribution of relief to the settlers affected as aforesaid;

Therefore it is agreed by the said Minister of the Interior and by the said Honourable Arthur L. Sifton for the province of Alberta, as follows:—

First, that the Dominion Government will undertake the distribution of seed grain and relief other than seed grain to homesteaders on patented and unpatented lands alike and in accordance with their necessities, and within the area described as the drought stricken area. Also outside of the drought-stricken area, if found advisable to do so.

Second, that the Provincial Government agrees to afford the Government of Canada the same measure of protection and the same facilities in reference to the collection of advances of seed grain and fodder for animals made to homesteaders on lands now or hereafter patented as is afforded to the Government of Alberta by the Act respecting Seed Grain, being chaptered 21 of the statutes of 1908 of the province of Alberta, as amended; and that the Government of the province of Alberta shall at the next ensuing session of the Legislature procure the enactment of such legislation as will afford to His Majesty in the right of Canada the same security in respect of seed grain advances and other relief herein mentioned as is provided for His Majesty in the right of the province under the said Act.

Third, that the province of Alberta hereby agrees to bear the expense of the central distribution office at Winnipeg and of the officers connected therewith in distributing such seed grain and other relief in respect of patented lands.

Fourth, that the Provincial Government will undertake to protect and legalize the liens for seed grain or relief other than seed grain which have already been taken or which will be taken hereafter by the Dominion Government against homesteaders on patented lands within the said province of Alberta.

Fifth, that in the cases where liens for seed grain or relief other than seed grain have been consented to by homesteaders on unpatented lands, and where such homesteaders subsequently obtain their patents, the Provincial Government will undertake to protect and legalize the collection, by the Dominion Government through their authorized agents, of the amounts of such liens against such lands in the same manner as if the liens had primarily been filed against homesteaders on patented lands, such liens to have priority over the other liens, charges or incumbrances until fully paid.

Sixth, that the Provincial Government will undertake to register, free of charge, with the registrar of land titles for each land registration district, the mortgages given by homesteaders on patented lands within the province of Alberta, as well as the liens given by homesteaders on unpatented lands, who may subsequently obtain their patents, and against whom such liens should be recorded

on account of not having been paid prior to the securing of such patents, the said liens to have priority over all other liens, charges or incumbrances whatsoever until fully paid.

Seventh, that the Minister of the Interior and the Hon. Arthur L. Sifton of the province of Alberta will undertake to have an Order in Council passed as soon as possible by their respective Government to ratify the agreement herewith; and

Eighth, that the Minister of the Interior and the Hon. Arthur L. Sifton of the province of Alberta will undertake to have their respective Government pass, at their next session of Parliament, the necessary legislation approving, ratifying and confirming the Order in Council and agreement made for the purposes aforesaid.

In Witness Whereof the parties hereto have hereunto set their hands the day and year first hereinbefore written.

Signed in the presence of:—

P. MARCHAND.

As to signature of Arthur L. SIFTON.

ETHEL CLEMENTS.

W. J. ROCHE,
Minister of the Interior
on behalf of the Dominion
Government.

ARTHUR L. SIFTON,
for the province of
Alberta.

85.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 85.

An Act respecting Seed Grain, Fodder and other relief.

First reading, March 23, 1915.

Mr. ROCHE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 87.

An Act for granting to His Majesty aid for military and naval defence.

WHEREAS a state of war exists between His Majesty and the German Emperor, the Emperor of Austria, King of Hungary, and the Sultan of Turkey; and whereas it is necessary that measures be taken for the common defence and security, and to this end it is expedient that aid as hereinafter provided be rendered to His Majesty: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. This Act may be cited as *The War Appropriation Act, 1915.* Short title.

2. From and out of the Consolidated Revenue Fund there may be paid and applied beyond the ordinary grants of Parliament a sum not exceeding one hundred million dollars towards defraying any expenses that may be incurred by or under the authority of the Governor in Council during the year ending the thirty-first day of March, 1916, for— Payment of one hundred million dollars may be made.

(*a*) the defence and security of Canada; Purposes.

(*b*) the conduct of naval and military operations in or beyond Canada;

(*c*) promoting the continuance of trade, industry, and business communications, whether by means of insurance or indemnity against war risk or otherwise; and

(*d*) the carrying out of any measures deemed necessary or advisable by the Governor in Council in consequence of the existence of a state of war.

3. The Governor in Council in addition to any regulations deemed necessary to give effect to the provisions of this Act Regulations.

shall make all such regulations as to the rates of pay and allowances of officers and men payable out of the moneys provided under this Act as may by the Governor in Council be deemed proper.

Loan authorized.

4. The Governor in Council may, in addition to the sums now remaining unborrowed and negotiable of the loans authorized by any Act of Parliament heretofore passed, raise by way of loan, temporary or otherwise, upon such form of security and upon such terms and conditions as the Governor in Council may approve, such sum or sums of money as are required for the purpose of making any payment authorized by this Act, and the sums so raised shall form part of the Consolidated Revenue Fund of Canada.

Charged to Consolidated Revenue Fund.

5. The principal raised by way of loan under this Act and under *The War Appropriation Act, 1914*, and the interest thereon, shall be chargeable on the Consolidated Revenue Fund.

87.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 87.

An Act for granting to His Majesty aid for military and naval defence.

First reading, March 24, 1915.

SIR ROBERT BORDEN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 93.

An Act to amend the Judges Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1907, c. c. 25, 45. 1908, c.c. 10, 39. 1909, c. 21. 1910, c. 35. 1912, c. c. 29, 56. 1913, c. 28. 1914, c. 38.

1. Paragraph (*h*) of section 16 of the *Judges Act*, chapter 138 of the Revised Statutes, 1906, as enacted by chapter 28 of the statutes of 1913, is repealed and the following is substituted therefor:—

"*British Columbia.*

(*h*) Thirteen judges and junior judges of the County Courts, each, $3,000 per annum." One additional judge.

2. Paragraph (*l*) of the said section as enacted by chapter 28 of the statutes of 1913 is repealed and the following is substituted therefor:—

"*Alberta.*

(*l*) Eleven district court judges, each, $3,000 per annum." Three additional judges.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 93.

An Act to amend the Judges Act.

First reading, March 24, 1915.

MR. DOHERTY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 94.

An Act to amend the Dominion Elections Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1908, c. 26; 1912, c. 24.

1. Section 70 of the *Dominion Elections Act*, chapter 6 of the Revised Statutes, 1906, is amended by adding thereto the following subsection:—

"(*h*) Any person during the time he is a director of or holds, either directly or indirectly, a controlling interest in any incorporated company having a contract or agreement, expressed or implied, or any unsatisfied claim arising therefrom, with or for or against the Government of Canada on behalf of the Crown, or with or for or against any of the officers of the Government of Canada for which any public money of Canada is to be paid." Directors and those holding controlling interest in companies having contracts with Crown, ineligible as candidates for Parliament.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 94.

An Act to amend the Dominion Elections Act.

First reading, March 26, 1915.

Mr. Proulx.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1915.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 95.

An Act respecting certain issues of Dominion notes.

Preamble.

WHEREAS for the purposes set forth in Orders in Council of date the fifth day of September, 1914, (P. C. 2325), the twenty-sixth day of September, 1914 (P. C. 2450), the twenty-fourth day of October, 1914 (P. C. 2670), the twentieth day of November, 1914 (P. C. 2921), and the sixteenth day of December, 1914 (P. C. 3170), and pursuant to said orders, advances to the amount of ten million dollars ($10,000,000) in the form of an issue of Dominion notes were made to the Canadian Northern Railway Company, against a pledge by the Company of its guaranteed securities issued in pursuance of the provisions of *The Canadian Northern Railway Guarantee Act, 1914*, by placing the sums so advanced to the credit of the Minister of Finance for payment out under the provisions of the trust deed securing the issue of these securities;

1914, c. 20.

And whereas for the purposes set forth in Orders in Council of date the fifth day of September, 1914 (P. C. 2326), the twenty-sixth day of September, 1914 (P. C. 2451), the twenty-fourth day of October, 1914 (P. C. 2671), and the twentieth day of November, 1914 (P. C. 2922), and pursuant to said orders, advances to the amount of six million dollars ($6,000,000) in the form of an issue of Dominion notes were made to the Grand Trunk Pacific Railway Company, against a pledge by the Company of its guaranteed securities issued in pursuance of the provisions of *The Grand Trunk Pacific Guarantee Act, 1914*, by placing the sums so advanced to the credit of the Minister of Finance for payment out under the provisions of the deed of trust securing the issue of these securities;

1914, c. 34.

And whereas pursuant to an Order in Council of date the second day of November, 1914 (P. C. 2750), Dominion notes to the amount of ten million dollars ($10,000,000) were issued, in order that certain obligations of Canada might be met as they matured;

And whereas with respect to the greater part of these issues of Dominion notes security in the form required by section 5 of *The Dominion Notes Act, 1914*, was not held;

1914, (2nd Sess.) c. 4.

And whereas it is expedient that such issues, and the making of such advances and the taking of security therefor, and the agreements with regard to repayment of such advances be severally confirmed: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Issues of Dominion notes and advances confirmed.

1. The issues of Dominion notes and the advances made in pursuance of the Orders in Council cited in the preamble, and all things done under the provisions of the said Orders in Council, are hereby confirmed and shall be deemed to have been duly authorized.

Agreements ratified.

2. The agreements referred to in the preamble are hereby declared to be and shall be deemed to have been valid agreements and binding on the respective railway companies parties thereto.

95.

5th Session, 12th Parliament 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 95.

An Act respecting certain issues of Dominion notes.

First reading, March 26, 1915.

MR. WHITE, (Leeds).

OTTAWA

Printed by J. DE L. TACHÉ

Printer to the King's most Excellent Majesty

1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 105.

An Act to amend the Government Railways Act, and and to authorize the purchase of certain railways.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1908 c. 31. 1909 c. 18. 1910 c. 24.

Acquisition of railways and works.

1. The Minister of Railways and Canals is authorized and empowered, subject to the authority of the Governor in Council, to construct, purchase, lease either with or without an agreement to purchase, or otherwise acquire in whole or in part, any line or lines of railway, branch line, railway bridge, railway station, railway terminal, railway ferry or other railway work in the provinces of Quebec, New Brunswick, Nova Scotia and Prince Edward Island, or in any of the said provinces, which in his opinion can more conveniently and usefully be operated as part of the Government Railways system, or which may be deemed necessary or desirable for the more efficient operation of the said system; provided, however, that a copy of every such lease or contract of purchase shall be laid before Parliament within one month after the execution thereof, if Parliament is then sitting, or, if Parliament is not then sitting, within ten days after the opening of the next session thereafter; provided, further, that no such line of railway so leased, purchased or otherwise acquired shall exceed two hundred miles in length in any single instance; provided, further, that no contract for the construction of a line of railway exceeding twenty-five miles in length shall be entered into or the purchase price of any such railway or other work be paid until after a sum of money for the purpose has been appropriated by Parliament; provided, further, that any such railway, or other work, when so constructed, leased, purchased or otherwise acquired, shall form part of the Government Railways system and shall be subject to the provisions of the *Government Railways Act;* provided, further, that no such railway shall be so constructed, leased, purchased or otherwise acquired unless it directly con-

nects with some part of the then existing Government Railways system.

To form part of Government Railways system.

R.S., c. 36.

R.S., c. 143.

2. The Minister and those acting under him shall, for every such purpose, have and may exercise, so far as they may be applicable, all powers given them with respect to a railway under the *Government Railways Act* or with respect to lands under the *Expropriation Act*, and any such line or lines of railway or other railway work so constructed, purchased, leased or otherwise acquired as aforesaid shall become and form a part of the Government Railways system and shall be constructed and operated by the Minister of Railways and Canals as a part of such railways system under the *Government Railways Act*.

Purchase of International Railway of New Brunswick.

1889 c. 85 N. B.

1874 c. 65, 1882 cc. 36 and 37.

2. The indenture dated the first day of August, one thousand nine hundred and fourteen, between the International Railway Company of New Brunswick, Thomas Malcolm, and His Majesty the King, a copy of which forms Schedule A of this Act, is hereby ratified and confirmed and declared to be valid and binding on the parties thereto in all respects whatsoever, and the said indenture shall be deemed and held to have come into full force and effect on the first day of August, one thousand nine hundred and fourteen, and the parties to the said indenture are and each of them is hereby authorized and empowered to do whatsoever may be necessary to give full effect to the provisions of the said indenture.

Purchase of railway of N.B. & P.E.I. Railway Co.

N. Brunswick 1903, c. 12.

1906, c. 82; 1907, cc. 13 and 23.

1910, c. 7.

3. The indenture dated the eighteenth day of March, one thousand nine hundred and fifteen, between His Majesty the King and the New Brunswick and Prince Edward Island Railway Company, a copy of which forms Schedule B of this Act, is hereby ratified and confirmed and declared to be valid and binding on the parties thereto in all respects whatsoever, and the said indenture shall be deemed and held to have come into full force and effect on the first day of August, one thousand nine hundred and fourteen, and the parties to the said indenture are and each of them is hereby authorized and empowered to do whatsoever may be necessary to give full effect to the provisions of the said indenture.

Payment out of Consolidated Revenue Fund.

4. The purchase moneys, rent and interest payable by His Majesty under the provisions of the said indentures mentioned in sections 2 and 3 of this Act may be paid by the Governor in Council out of the Consolidated Revenue Fund of Canada.

SCHEDULE A.

This Indenture of Agreement made the first day of August in the year of our Lord one thousand nine hundred and fourteen, between the International Railway Company of New Brunswick a company incorporated under the laws of New Brunswick (hereinafter called the Company) of the First Part; Thomas Malcolm of the town of Campbellton in the Province of New Brunswick, Railway Contractor, (hereinafter called the Contractor) of the Second Part, and His Majesty the King, represented herein by the Honourable Frank Cochrane, Minister of Railways and Canals, hereinafter called His Majesty of the Third Part.

Whereas the Company is the owner of the Railway known as the International Railway, extending from the Intercolonial Railway at Campbellton aforesaid to Saint Leonard on the Saint John River, a distance of about one hundred and twelve miles, together with its rolling stock, real and personal property of all kinds and description, hereinafter more particularly described a schedule of which rolling stock and personal property of the Company has been delivered to the General Manager of Canadian Government Railways, and of which said Railway, rolling stock and other property possession has this day been given to His Majesty, in accordance with the terms of the Agreement hereinafter contained.

And Whereas the Contractor is the owner, subject to certain encumbrances, of all the capital stock of the Company and of all bonds or debentures issued by the Company; save one share held by each of the Company's directors.

And Whereas an agreement has been arrived at by and between the parties hereto, for the acquiring of the said railway rolling stock and other property by His Majesty, as hereinafter provided.

Witnesseth that the parties hereto do hereby respectively covenant and agree the one with the other as follows:—

1. The Company covenants and agrees that if and when the purchase terms of this Agreement have been ratified and confirmed by the Parliament of Canada and by the Legislature of the Province of New Brunswick, if the approval of the said Legislature is deemed necessary by the said Minister, and the price hereinafter mentioned is fully paid and satisfied, the Company will sell and immediately thereupon convey to His Majesty in the right of Canada, or to the nominee or nominees of His Majesty by good and sufficient conveyance or conveyances, with the usual covenants, so as to vest the same in His Majesty by a good and

clear title free from all liens, charges, encumbrances, taxes and assessments of every nature, kind and description, and His Majesty covenants and agrees to purchase, as a going concern, as now carried on by the Company, its said Railway, extending from Campbellton aforesaid at the head of the Bay of Chaleurs to Saint Leonard on the Saint John River, a distance of about one hundred and twelve (112) miles, and all the interest and goodwill thereof, together with its right of way, lands, franchises, powers, rights, privileges, tracks, rails, bridges, culverts, cribs, sheds, round-houses, station buildings, section houses, hand-car houses, workshops, water tanks, ice houses, stores and stock in trade, books, forms, stationery and all of their other contents, and generally all buildings, fixtures, furniture and effects pertaining thereto, turntables, tools and implements, instruments, machinery, equipment of all kinds, plant, sidings, terminals, cars, tenders, trucks, engines (stationary and locomotive) snow ploughs and all other of its rolling stock, telephone line and all the equipment of and pertaining thereto, structures, improvements, appurtenances, easements, tenements, and hereditaments of whatever kind or description and wherever situate, now held or owned by the Company and all its property real and personal of every nature, kind, and description wherever situate, whether held in the name of the Company or in trust or otherwise for it, and generally the whole undertaking of the Company, for the sum of two million seven hundred thousand dollars ($2,700,000.) payable after approval by the Parliament of Canada any time within five years from the date hereof.

2. Pending the completion of the purchase as hereinbefore provided, the Company shall demise and lease, and does hereby demise and lease to His Majesty, and His Majesty does hereby lease from the Company, for a period not exceeding five years from the date hereof, the said railway, rolling stock and all the said other property of the Company, and of which possession has on this day been given to His Majesty, at a rental of ninety thousand dollars per year, payable in equal half yearly instalments, the first half yearly payment of such rental to be made to the Company on the First day of February, A.D. 1915.

3. The Contractor hereby covenants and agrees with His Majesty that on the payment to the Company of the said purchase price, and as a condition precedent thereto, he will assign and transfer or cause to be assigned and transferred to His Majesty, or to the Nominee or Nominees of His Majesty all of the issued capital stock of the Company so as to vest in His Majesty, or in such Nominee or Nominees

all of the said issued capital stock and the entire ownership and control of the Company, free from all debts, claims or encumbrances.

4. The Company and the Contractor do also hereby jointly and severally covenant and agree with His Majesty that they, the Company and the Contractor, or either of them, will at their own expense, within the said period of five years, promote legislation by either the Legislature of New Brunswick or the Parliament of Canada, or by both if same is deemed necessary by the said Minister, empowering the Company to convey to His Majesty the said railway, its charter, franchises, rolling stock and other property, and it shall be a condition precedent to the payment of said purchase price that proper legislation shall be procured and that a legal and valid title shall be given to His Majesty of the said Railway, rolling stock and other property, free from all claims, liens, charges, encumbrances, taxes and assessments.

5. The Contractor hereby covenants and agrees with His Majesty that before His Majesty shall become liable hereunder for any part of the said rental sum or for any claim by reason of having gone into possession of the said Company's property or by reason of any other matter, claim or cause whatever he, the said Contractor, will convey by deed with the usual covenants, free from liens, charges, encumbrances, taxes and assessments, all land which is now standing in his name and which has been heretofore used by the Company as a part of and in connection with its system and undertaking, and particularly, but without intending to restrict the generality of the foregoing, that lot of land situate at Saint Leonard aforesaid and comprising a portion of the Saint Leonard railway yard or station grounds.

6. It is hereby declared and agreed by and between all the parties hereto that his Majesty is not to become liable hereunder in any manner or for or by reason of any cause, claim or demand whatever until the lease terms of these presents have been approved of by the Lieutenant Governor in Council of the Province of New Brunswick, as is provided for by the statutes of the said province, for the year 1910, being Edward VII., cap. 7, section 5.

7. The Company and the Contractor do also hereby jointly and severally covenant and agree with His Majesty that they and each of them upon demand of His Majesty and for the purpose of carrying out the intention of these presents will from time to time make, execute and deliver all such instruments and writings as may be necessary and proper and including any required for the purpose of registration.

8. It is hereby further declared and agreed by and between the parties hereto that as soon as the said purchase has been fully completed, following the necessary ratification and approval as hereinbefore provided and the delivery of proper conveyances and the payment of the said purchase price, the lease herein provided for shall thereupon be considered as cancelled, terminated and wholly void.

9. It is still further declared and agreed by and between the parties hereto that the true intent and meaning of these presents is that the Company shall not have the right to call for or compel the completion of the purchase herein provided for before the period of five years from the date hereof.

10. It is also still further declared and agreed by and between the parties hereto that the schedule of property hereinbefore referred to is not intended to and shall not be construed as limiting or restricting the property which is contemplated by this Agreement, it being the intent of all parties hereto that the said purchase shall comprise all of the Company's property of every kind and description and whether comprised and included in the said schedule or not.

Time shall be the essence of this Agreement.

This Agreement shall be binding on the heirs, executors, administrators and assigns of the Contractor and upon the successors and assigns of the Company and His Majesty respectively.

In Witness Whereof the Company has caused this Indenture to be executed by its President and Secretary under its Corporate Seal, the Contractor has hereunto set his hand and seal, and His Majesty has caused these presents to be executed by
on the day and year first above written.

Signed, Sealed and Delivered by the Company in the presence of (Sgd.) Estelle J. McKenzie.	International Railway Company of New Brunswick. (Sgd.) Thos. Malcolm, *President.* (Sgd.) A. E. G. McKenzie, *Secretary.* (Seal)
By the Contractor in the presence of (Sgd.) Estelle J. McKenzie.	(Sgd.) Thos. Malcolm.
By His Majesty as aforesaid in the presence of (Sgd.) C. P. Buckley. (Seal) (Seal)	(Sgd.) F. Cochrane, Minister of Railways and Canals. (Sgd). L. K. Jones, Asst. Deputy Minister and Secretary.

SCHEDULE B.

This Indenture of agreement made this eighteenth day of March in the year of our Lord, one thousand nine hundred and fifteen between The New Brunswick and Prince Edward Island Railway Company, hereinafter called "The Company," of the First Part; and His Majesty The King, represented herein by the Honourable Frank Cochrane, Minister of Railways and Canals of Canada, hereinafter called "His Majesty," of the Second Part.

Whereas the Company is the owner of a line of railway in the province of New Brunswick known as the New Brunswick and Prince Edward Island Railway, extending from the Intercolonial Railway at Sackville to Cape Tormentine, in the said province, a distance of about thirty-six (36) miles, together with its branch lines, sidings, telephone instruments, rolling stock, real and personal property of all kinds and descriptions, a statement of which property real and personal has concurrently herewith been delivered by the Company to His Majesty represented as aforesaid.

And whereas an agreement has been arrived at, subject to confirmation by the Parliament of Canada and the authority of the Governor General in Council, by and between the parties hereto for the acquisition by His Majesty of the said railway, rolling stock and other property, real and personal, of the Company all as aforesaid and as hereinafter provided:

Witnesseth that the parties hereto do hereby respectively covenant and agree as follows:—

1. That the Company agrees to sell and convey by good and sufficient conveyance or conveyances with the usual covenants satisfactory to the Department of Justice free and clear of all debts, charges, liens and encumbrances, under or by virtue or in respect of any mortgages, bonds, debentures, preference stock, common stock or other securities, taxes and assessments, or otherwise howsoever, to His Majesty, and His Majesty agrees to purchase accordingly from the Company, subject to the ratification and confirmation by the Parliament of Canada of this Agreement, and subject thereafter to the authority of the Governor General in Council as herein provided, the whole of the railway and undertaking of the Company together with all its rights, franchises, powers and privileges including the main line of the railway of the Company extending from Sackville in the province of New Brunswick to Cape Tormentine in the said province a distance of about thirty-six (36) miles and all lands owned by the Company, branch lines, sidings, buildings, fixtures, telephone instruments,

and all appurtenances appertaining thereto, together with all rolling stock, equipment, stores and other personal property of the Company thereon or held or used or to be used in connection therewith, and also all rights and privileges held or acquired by the Company from any telegraph or telephone company or companies exercisable or that may be exercisable by the Company in respect of or in connection with the said railway or undertaking or any part thereof, and the full benefit and advantage of any and all agreements connected with such rights and privileges, for the sum of two hundred and seventy thousand dollars ($270,000) of lawful money of Canada.

2. That the purchase shall be completed at such time as the Governor General in Council may determine subject to and after the ratification and confirmation of this agreement by the Parliament of Canada, and it is expressly understood and agreed that the Company shall have no right to demand or compel the completion of the purchase until such time has first been determind and fixed by the Governor General in Council, as herein provided for.

3. That it is understood and agreed that the said sale and conveyance by the Company to His Majesty shall not include the sale and conveyance of bills and choses in action collectable, held by the Company immediately prior to the first day of August, 1914, which bills and choses in action are hereby expressly reserved to the Company.

4. That until such date as the transfer is duly completed and the purchase price paid in accordance with the terms of this Indenture His Majesty represented as aforesaid shall have the right to remain in sole possession of and to operate the railway as a part of the Government Railways System and to receive all revenue therefrom as and from the first day of August, 1914, all such revenue to accrue solely to His Majesty represented as aforesaid, and that until such date of transfer His Majesty shall pay to the Company interest on the said purchase price at the rate of 4% per annum from the said first day of August, 1914, the first payment of such interest to be made and payable on the first day of August, 1915, and thereafter on the first day of August in each and every year following, until such date of transfer.

5. It is further declared and agreed by and between the parties hereto that the statement of property hereinbefore referred to is not intended to and shall not be construed as limiting or restricting the property which is covered by this agreement, it being the intent of the parties hereto that the said purchase shall comprise all of the Company's property of every kind and description whatsoever whether

comprised and included in the said statement or not, except bills and choses in action collectable as aforesaid.

6. The Company further hereby covenants and agrees with His Majesty that upon demand of His Majesty and for the purpose of carrying out the intention of these presents, it will from time to time make, execute and deliver all such further instruments and writings as may be deemed necessary and proper, including any required for the purpose of registration.

7. That this agreement shall be binding upon the successors and assigns of the Company and of His Majesty respectively.

8. This agreement shall be deemed and held to have come into force and effect on the first day of August, 1914.

In Witness Whereof this indenture has been executed by the respective parties hereto on the day and year first above written.

Signed, sealed and delivered by the Company in the presence of Louis Pratte.	New Brunswick and Prince Edward Island Railway Company. (SEAL.) Charles W. Fawcett, *President.* Thomas A. Pickard, *Secretary.*
Signed, sealed and delivered by His Majesty represented as aforesaid in the presence of C. P. Buckley.	F. Cochrane, *Minister.* J. W. Pugsley, *Secretary.*

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 105.

An Act to amend the Government Railways Act, and to authorize the purchase of certain railways.

First reading, March 26, 1915.

MR. COCHRANE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 106.

An Act to amend The Representation Act, 1914.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— R.S., c. 5. 1907, c. 41. 1914, c. 51.

1. The Schedule to *The Representation Act, 1914*, chapter 51 of the statutes of 1914, is amended as follows:—

ONTARIO.

1. Number 26. The description of the electoral district of Nipissing, is amended by striking out the word "Kelly" in the seventh line thereof, and by substituting the word "Hanmer" for the word "Hammer" in the eleventh line thereof. Nipissing.

2. Number 31. The description of the electoral district of the city of London, is repealed and the following is substituted therefor:— London.

"31. The city of London, exclusive of the portions thereof described as follows: (1) Lands and premises formerly in the township of London, now in the said city, viz.: Commencing at the intersection of the easterly limit of the road between lots numbers twelve and thirteen in the second concession of the township of London (now Adelaide Street) and the line between the northerly and southerly halves of the said lot number twelve; thence easterly along the limit between the north and south halves of lots numbers twelve and eleven, concession two, to the easterly limit of the said lot number eleven; thence southerly along the easterly limit of the said lot number eleven, concession two, and the same limit produced southerly to the southerly limit of the allowance for road between concessions one and two; thence easterly along the southerly limit of the said road allowance between concessions one and two to the northeasterly angle of lot number eight in the first con-

cession; thence southerly along the easterly limit of the said lot number eight to the northwesterly angle of sub-lot number thirty-one according to registered plan No. 19; thence easterly along the northerly limit of the said sub-lot number thirty-one to the westerly limit of First Street; thence southerly along the westerly limit of First Street to the southeasterly angle of the said sub-lot number thirty-one; thence easterly across First Street to the northwesterly angle of sub-lot number twenty-six, registered plan No. 19; thence easterly along the northerly limits of sub-lots numbers twenty-six and twenty-seven according to registered plan No. 19 to the westerly limit of Second Street; thence southerly along the westerly limit of Second Street to the northerly limit of the road allowance between concessions one and C (now Dundas Street); thence westerly along the northerly limit of said road allowance to the southeasterly angle of the aforesaid lot number eight, concession one; thence southerly across Dundas Street to the northeasterly angle of lot number eight, concession C; thence southerly along the easterly limit of the said lot number eight, concession C, to the northerly limit of the road allowance between concessions B and C, now called Trafalgar Street; thence westerly along the northerly limit of Trafalgar Street to the westerly limit of the road allowance between lots numbers eight and nine, concession C, now called Highbury Street; thence southerly along the westerly limit of the Highbury Street (being the easterly limits of lots numbers nine, concessions B and A), to the water's edge of the River Thames; thence northwesterly following the water's edge of the River Thames, with the stream, to the easterly limit of the road allowance between lots numbers twelve and thirteen, concessions A and B, now called Adelaide Street; thence northerly along the easterly limit of Adelaide Street to the northerly limit of the road between concessions B and C, now called Trafalgar Street; thence easterly along the northerly limit of Trafalgar Street to the limit between the east and west halves of lot number ten, concession C, the said point being the easterly limit of the city of London prior to the year A.D. 1912, and as defined by Ontario statutes, chapter 63, A.D. 1885; thence northerly following the said easterly limit of the city of London so defined to the southerly limit of the road allowance between concessions one and two, now called Oxford Street; thence westerly along the southerly limit of Oxford Street to the easterly limit of the road allowance between lots numbers twelve and thirteen, now called Adelaide Street; thence northerly along the easterly limit of Adelaide Street to the place of

beginning. (2.) Lands and premises formerly in the township of Westminster, now in the said city, namely: particularly described as follows, that is to say: Commencing at the intersection of the eastern limit of lot number twenty-two in the broken front concession of the township of Westminster with the River Thames; thence southerly along said eastern limit of the said lot to the base line of said township; thence westerly along the northerly limit of said base line to the London and Port Stanley Railway track; thence northerly along the said railway track to the Whetter Road; thence westerly along the northern limit of the Whetter Road to the former eastern boundary of the city of London; thence northerly along the said former eastern boundary of the said city of London to the River Thames; thence easterly along the River Thames to the place of commencement, and more generally known as Chelsea Green, and annexed to the city of London as of the twenty-first day of December, A.D. 1912; shall constitute the electoral district of London, and shall return one member."

Corrections in spelling.

3. The descriptions of the following electoral districts are amended as follows:—

Number 36 (a) North Riding of Essex—
Line 4, for "Objibway" substitute "Ojibway";
Number 37 (a) Fort William and Rainy River—
Line 17, for "Clover" substitute "Oliver";
Number 38 (b) Southeast Riding of Grey—
Line 4, for "Normandy" substitute "Normanby";
Number 39 (a) East Riding of Hastings—
Line 3, for "Dunganan" substitute "Dungannon";
(b) West Riding of Hastings—
Line 3, for "Farraday" substitute "Faraday";
Number 43 (a)North Riding of Ontario—
Line 2, for "Thora" substitute "Thorah";
Number 45 (b) South Riding of Perth—
Line 2, for "Blanchard" substitute "Blanshard"; and for "Fullerton" substitute "Fullarton";
Number 47 (a) North Riding of Renfrew—
Line 3, for "Petewawa" substitute "Petawawa";
(b) South Riding of Renfrew—
Line 2, for "Adamston" substitute "Admaston";
Line 4, for "Ratcliffe" substitute "Radcliffe";
Number 48 (c) South Riding of Simcoe—
Line 2, for "Tecumseh" substitute "Tecumseth".

QUEBEC.

Quebec West.

4. Number 6 (*c*). The description of the electoral district of Quebec West, is amended by substituting the words "and St. Malo and the municipality of Petite

Rivière" for the words "Stadacona, St. Malo, Petite Rivière" in the third line thereof.

Jacques Cartier.

5. Number 10 (*a*). The electoral district of Jacques Cartier shall not include any portion of St. Denis Ward.

Wright, Labelle and Hull.

6. Number 14. The township of South East Buckingham shall form part of the electoral district of Hull and not part of the electoral district of Labelle, and the township of North Templeton shall form part of the electoral district of Hull and not part of the electoral district of Wright.

PRINCE EDWARD ISLAND.

Prince Edward Island.

7. The proviso relating to the electoral districts in the province of Prince Edward Island is repealed and the following is substituted therefor:—

"Provided that if the British North America Act, 1867, should be so amended as to entitle the province of Prince Edward Island to four members then there shall be in the province of Prince Edward Island three electoral districts defined and entitled to return members as follows:—

1. The county of Kings shall form and constitute the the electoral district of Kings and shall return one member;

2. The county of Prince shall form and constitute the electoral district of Prince and shall return one member;

3. The county of Queens shall form and constitute the electoral district of Queens and shall return two members."

MANITOBA.

Portage la Prairie.

8. Number 8. The town of Tuxedo, which is included in the electoral district of Winnipeg South; those portions of the parish of St. James which are included in the electoral district of Winnipeg Centre; and those portions of sections 14, 23 and 24 in township 11, range 2, east of the principal meridian, and lot 35B of the parish of St. John, which are included in the electoral district of Winnipeg North, shall not be included in the electoral district of Portage la Prairie.

Springfield.

9. Number 11. That portion of the city of Winnipeg east of the Red River which is included in the electoral district of Winnipeg North, and those portions of the rural municipalities of Fort Garry and St. Vital which are included within the limits of the electoral district of Winnipeg South shall not be included in the electoral district of Springfield.

106.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 106.

An Act to amend The Representation Act, 1914.

First reading, March 26, 1915.

SIR ROBERT BORDEN.

OTTAWA

Printed by J. DE L. TACHÉ

Printer to the King's most Excellent Majesty

1915

[REPRINT.]

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 106.

An Act to amend The Representation Act, 1914.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— R.S., c. 5. 1907, c. 41. 1914, c. 51.

1. The Schedule to *The Representation Act, 1914* chapter 51 of the statutes of 1914, is amended as follows:—

ONTARIO.

1. Number 26. The description of the electoral district of Nipissing, is amended by striking out the word "Kelly" in the seventh line thereof, and by substituting the word "Hanmer" for the word "Hammer" in the eleventh line thereof. Nipissing.

2. Number 31. The description of the electoral district of the city of London, is repealed and the following is substituted therefor:— London.

"31. The city of London, exclusive of the portions thereof described as follows: (1) Lands and premises formerly in the township of London, now in the said city, viz.: Commencing at the intersection of the easterly limit of the road between lots numbers twelve and thirteen in the second concession of the township of London (now Adelaide Street) and the line between the northerly and southerly halves of the said lot number twelve; thence easterly along the limit between the north and south halves of lots numbers twelve and eleven, concession two, to the easterly limit of the said lot number eleven; thence southerly along the easterly limit of the said lot number eleven, concession two, and the same limit produced southerly to the southerly limit of the allowance for road between concessions one and two; thence easterly along the southerly limit of the said road allowance between concessions one and two to the northeasterly angle of lot number eight in the first con-

cession; thence southerly along the easterly limit of the said lot number eight to the northwesterly angle of sub-lot number thirty-one according to registered plan No. 19; thence easterly along the northerly limit of the said sub-lot number thirty-one to the westerly limit of First Street; thence southerly along the westerly limit of First Street to the southeasterly angle of the said sub-lot number thirty-one; thence easterly across First Street to the northwesterly angle of sub-lot number twenty-six, registered plan No. 19; thence easterly along the northerly limits of sub-lots numbers twenty-six and twenty-seven according to registered plan No. 19 to the westerly limit of Second Street; thence southerly along the westerly limit of Second Street to the northerly limit of the road allowance between concessions one and C (now Dundas Street); thence westerly along the northerly limit of said road allowance to the southeasterly angle of the aforesaid lot number eight, concession one; thence southerly across Dundas Street to the northeasterly angle of lot number eight, concession C; thence southerly along the easterly limit of the said lot number eight, concession C, to the northerly limit of the road allowance between concessions B and C, now called Trafalgar Street; thence westerly along the northerly limit of Trafalgar Street to the westerly limit of the road allowance between lots numbers eight and nine, concession C, now called Highbury Street; thence southerly along the westerly limit of the Highbury Street (being the easterly limits of lots numbers nine, concessions B and A), to the water's edge of the River Thames; thence northwesterly following the water's edge of the River Thames, with the stream, to the easterly limit of the road allowance between lots numbers twelve and thirteen, concessions A and B, now called Adelaide Sreet; thence northerly along the easterly limit of Adelaide Street to the northerly limit of the road between concessions B and C, now called Trafalgar Street; thence easterly along the northerly limit of Trafalgar Street to the limit between the east and west halves of lot number ten, concession C, the said point being the easterly limit of the city of London prior to the year A.D. 1912, and as defined by Ontario statutes, chapter 63, A.D. 1885; thence northerly following the said easterly limit of the city of London so defined to the southerly limit of the road allowance between concessions one and two, now called Oxford Street; thence westerly along the southerly limit of Oxford Street to the easterly limit of the road allowance between lots numbers twelve and thirteen, now called Adelaide Street; thence northerly along the easterly limit of Adelaide Street to the place of

beginning. (2.) Lands and premises formerly in the township of Westminster, now in the said city, namely: particularly described as follows, that is to say: Commencing at the intersection of the eastern limit of lot number twenty-two in the broken front concession of the township of Westminster with the River Thames; thence southerly along said eastern limit of the said lot to the base line of said township; thence westerly along the northerly limit of said base line to the London and Port Stanley Railway track; thence northerly along the said railway track to the Whetter Road; thence westerly along the northern limit of the Whetter Road to the former eastern boundary of the city of London; thence northerly along the said former eastern boundary of the said city of London to the River Thames; thence easterly along the River Thames to the place of commencement, and more generally known as Chelsea Green, and annexed to the city of London as of the twenty-first day of December, A.D. 1912; shall constitute the electoral district of London, and shall return one member."

Corrections in spelling.

3. The descriptions of the following electoral districts are amended as follows:—

Number 36 (a) North Riding of Essex—
Line 4, for "Objibway" substitute "Ojibway";
Number 37 (a) Fort William and Rainy River—
Line 17, for "Clover" substitute "Oliver";
Number 38 (b) Southeast Riding of Grey—
Line 4, for "Normandy" substitute "Normanby";
Number 39 (a) East Riding of Hastings—
Line 3, for "Dunganan" substitute "Dungannon";
(b) West Riding of Hastings—
Line 3, for "Farraday" substitute "Faraday";
Number 43 (a)North Riding of Ontario—
Line 2, for "Thora" substitute "Thorah";
Number 45 (b) South Riding of Perth—
Line 2, for "Blanchard" substitute "Blanshard"; and for "Fullerton" substitute "Fullarton";
Number 47 (a) North Riding of Renfrew—
Line 3, for "Petewawa" substitute "Petawawa";
(b) South Riding of Renfrew—
Line 2, for "Adamston" substitute "Admaston";
Line 4, for "Ratcliffe" substitute "Radcliffe";
Number 48 (c) South Riding of Simcoe—
Line 2, for "Tecumseh" substitute "Tecumseth".

QUEBEC.

Quebec East.

4. Number 6 (*b*), the description of the electoral district of Quebec East, is repealed and the following is substituted therefor:—

"(*b*) The electoral district of Quebec East which shall consist of the following wards of the city of Quebec to wit: St. John, Jacques Cartier, St. Roch and Limoilou, exclusive of the village of Stadacona."

Quebec West. 5. Number 6 (*c*), the description of the electoral district of Quebec West, is repealed and the following is substituted therefor:—

"(*c*) The electoral district of Quebec West which shall consist of the following wards of the city of Quebec to wit: St. Sauveur, St. Valier and St. Malo and the village of Stadacona and the municipality of Petite Rivière and the parishes of Ste. Foye and St. Felix du Cap Rouge, together with the parishes of St. Augustin, Les Ecureuils and Neuville (which is also called Pointe aux Trembles) which shall be transferred from the electoral districts of Quebec county and Portneuf to the said electoral district of Quebec West."

Jacques Cartier. 6. Number 10 (*a*), the description of the electoral district of Jacques Cartier, is repealed and the following is substitute therefor:—

"(*a*) The electoral district of Jacques Cartier which shall be constituted as at present less the town of Verdun, Outremont, any part of St. Denis Ward, Cote-des-Neiges ward, the town of Mount Royal, and Mount Royal ward which shall be transferred to other electoral districts as hereinafter specified, the said electoral district of Jacques Cartier to comprise, however, as at present, all that part of Bordeaux which is situated to the west of the line of the Canadian Pacific Railway; also that part of St. Gabriel ward north of the said Grand Trunk Railway tracks as hereinafter described."

Hull. 7. Number 14 (*a*), the description of the electoral district of Hull, is repealed and the following is substituted therefor:—

"(*a*) The electoral district of Hull, which shall consist of Hull City, East and West Hull, Gatineau Point, East and West Templeton, the town of Buckingham, the township of Buckingham, the township of South-East Buckingham, the township of North Templeton, L'Ange Gardien, Portland East and West, Derry, Bowman, Villeneuve East and West, Blake, McGill, Bigelow, Wells, Wabasee and Dudley."

Labelle. 8. Number 14 (*b*), the description of the electoral district of Labelle, is repealed and the following is substituted therefor:—

"(*b*) The electoral district of Labelle which shall be constituted as at present less the town of Buckingham, the township of Buckingham, the township of South-East Buckingham, L'Ange Gardien, Portland East and West,

Derry, Bowman, Villeneuve East and West, Blake, McGill, Bigelow, Wells, Wabasee and Dudley which are transferred to the new electoral district of Hull."

Wright.

9. Number 14 (*c*), the description of the electoral district of Wright, is repealed and the following is substituted therefor:—

"(*c*) The electoral district of Wright which shall be constituted as at present less Hull city, East and West Hull, Gatineau Point, East, West and North Templeton, which are transferred to the new electoral district of Hull."

PRINCE EDWARD ISLAND.

Prince Edward Island.

10. The proviso relating to the electoral districts in the province of Prince Edward Island is repealed and the following is substituted therefor:—

"Provided that if the British North America Act, 1867, should be so amended as to entitle the province of Prince Edward Island to four members then there shall be in the province of Prince Edward Island three electoral districts defined and entitled to return members as follows:—

1. The county of Kings shall form and constitute the the electoral district of Kings and shall return one member;

2. The county of Prince shall form and constitute the electoral district of Prince and shall return one member;

3. The county of Queens shall form and constitute the electoral district of Queens and shall return two members."

MANITOBA.

Portage la Prairie.

11. Number 8. The town of Tuxedo, which is included in the electoral district of Winnipeg South; those portions of the parish of St. James which are included in the electoral district of Winnipeg Centre; and those portions of sections 14, 23 and 24 in township 11, range 2, east of the principal meridian, and lot 35B of the parish of St. John, which are included in the electoral district of Winnipeg North, shall not be included in the electoral district of Portage la Prairie.

Springfield.

12. Number 11. That portion of the city of Winnipeg east of the Red River which is included in the electoral district of Winnipeg North, and those portions of the rural municipalities of Fort Garry and St. Vital which are included within the limits of the electoral district of Winnipeg South shall not be included in the electoral district of Springfield.

[REPRINT.]

106.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 106.

An Act to amend The Representation Act, 1914.

First reading, March 26, 1915.

SIR ROBERT BORDEN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 109.

An Act to amend the Dominion Controverted Elections Act.

(*As reported by the Select Special Committee on Election Laws.*)

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

Court.

1. Clauses (i) and (viii) of paragraph (*j*) of section 2 of the *Dominion Controverted Elections Act*, chapter 7 of the Revised Statutes of Canada, 1906, are repealed, and the following are substituted therefor:—

"(i) In the province of Ontario, the High Court Division of the Supreme Court;

"(viii) In the provinces of Saskatchewan and Alberta the Supreme Court of the Province."

2. Subsections 3 and 4 of section 2 are repealed.

2. Section 5 is repealed and the following is substituted therefor:—

Election pe ition.

"**5.** A petition may be presented to the Court by any one or more of the following persons:—

(*a*) A candidate at such election: or

(*b*) Any person who had the right to vote at such election.

Proof of right to be a petitioner.

2. The production of the voters' list containing the name of the petitioner as set forth in the petition certified by the Clerk of the Crown in Chancery to be a true copy of the voters' list used at the election in the electoral district to which the petition relates shall be conclusive evidence that the petitioner could lawfully present the petition; and if the petitioner was a candidate at such election, or if there are no voters lists, an affidavit by the petitioner that he was a candidate or a duly qualified voter at such election, as the case may be, shall be conclusive evidence that the petitioner could lawfully present the petition."

Repeal.

3. Sections 6 and 7 are repealed.

Form of petition.

4. Section 11 is repealed and the following is substituted therefor:—

"**11.** The petition presented under this Act may be in form "A" in the schedule to this Act. It must complain of the undue election or return of a member, or that no return has been made, or that a double return has been made or of matter contained in any special return made, or of some unlawful or corrupt act or acts, and shall contain such particulars of the complaint set out in the petition as may be necessary to prevent surprise or unnecessary expense to the respondent and to insure a fair and effectual trial; and it must be signed by the petitioner, or all the petitioners if there are more than one."

Cross petition.

5. Subsection 2 of section 12 is repealed and the following is substituted therefor:—

"2. In case any petition is presented, the sitting member whose election and return is petitioned against may, not later than fifteen days after service of such petition against his election and return, file a petition complaining of any unlawful and corrupt act by any candidate at the same election who was not returned, or by an agent of such candidate with such candidate's consent or privity. Such petition shall contain such particulars of the complaint therein set out as may be necessary to prevent surprise or unnecessary expense to the respondent and to insure a fair and effectual trial, and may be in form "B" in the schedule to this Act."

Security deposit how made.

6. Subsection 3 of section 14 is repealed and the following is substituted therefor:—

"3. Such deposit may be made in gold coin which is legal tender under the statutes of Canada at the time when the deposit is made, or in Dominion notes, or in the bills of some chartered bank doing business in Canada."

Proof of deposit.

7. Section 15 is repealed and the following is substituted therefor:—

"**15.** The clerk of the court shall give a receipt for such deposit, which shall be conclusive evidence of the making of such deposit and the sufficiency thereof."

Service on returning officer.

8. Section 16 is repealed and the following is substituted therefor:—

"**16.** On presentation of the petition the clerk of the court shall send a copy thereof by registered mail to the returning officer of the electoral district to which the petition relates."

9. Sections 17, 18, 19 and 20 are repealed and the following are substituted therefor:— Service and preliminary objections.

"**17.** A copy of the petition and a copy of the receipt of the clerk of the court for the deposit shall be served upon the respondent within five days after the day on which the petition has been presented. Service upon respondent.

"**18.** An election petition under this Act, and a copy of the receipt of the clerk of the court for the deposit, may be served upon any party who was a candidate at the election, in respect to which the proceedings are had, either personally or by sending a copy of the same by registered mail to the address for serving of papers given in the nomination paper of such party, and may be served upon any petitioner, either personally or by sending the same by registered mail to the address for serving papers mentioned in the petition. If no such address is given then it shall be a sufficient service to post up a copy of the petition, receipt, document or paper in the office of the clerk of the court, and any other process or document may be served as nearly as possible in the manner in which similar papers are served in civil matters in the court in which the proceedings are had or in such other manner as the rules or any judge of the court may prescribe. Service of petition, etc. how made.

"**19.** Within fifteen days after service of a petition the respondent may file with the clerk of the court a written answer to the petition and a copy of such answer shall be served upon the petitioner. Answer.

"**19A.** After the expiration of fifteen days after the service of the petition, whether an answer is filed or served or not, the petition shall be held at issue and the court may at any time thereafter, upon the application of either party, fix some convenient time and place for the trial of the petition. When case at issue. Fixing date of trial.

"**20.** The respondent may at any time file and serve a notice that he admits the truth of the allegations made in the petition or any one or more of such allegations and if the hearing of the allegation so admitted is proceeded with notwithstanding such admission, the respondent shall not be liable for any costs occasioned by such further proceedings, except in so far as the court may award costs against him for having been guilty of any corrupt or illegal act or acts. Notice of admission.

2. Upon the respondent filing and serving a notice of admission the petitioner may forthwith set the case down for trial and the court shall fix a day at as early a date as may be practicable for such trial. The court may determine the case upon the petition, the notice of admission of the respondent and such other papers and facts as may Fixing date of trial.

Evidence.

appear in the record of the case, or may require such witnesses to be summoned, such evidence taken and such papers produced as to the court may seem requisite or desirable."

10. Section 22 is amended by adding thereto the following subsection:—

Examination of witnesses.

"2. If at any time, upon an *ex parte* application of either the petitioner or the respondent, it appears to the court that, in the interests of justice, it is desirable that the examination of any witness should be proceeded with forthwith, the court may grant an order for the examination of such witness, and the provisions of sections twenty-three, to thirty, both inclusive, shall, so far as applicable, apply to such witness, his examination and evidence."

11. Subsection 4 of section 38 is repealed and the following subsections are added to the said section:—

Place of trial.

"4. The trial judges may adjourn the trial from time to time, and from one place to another in the same electoral district as to them seems convenient, or, upon cause shown supported by affidavit, where special circumstances exist which in their opinion render it desirable so to do, from one place to another outside the electoral district, or from a place inside to a place outside the electoral district, or *vice versa*, but the trial shall as far as practicable be proceeded with from day to day until such trial is over.

Trial to proceed until all evidence taken.

5. The trial judges shall proceed with the trial until all the evidence relevant to the particulars filed in the case has been heard, notwithstanding any admission on the part of the respondent of corrupt or illegal practices sufficient to void the election, and notwithstanding that in the opinion of the court enough evidence has been heard to void the election."

12. Section 39 and 40 are repealed and the following is substituted for section 39:—

Clerk of court moving for trial.

"**39.** As soon after the expiration of thirty days from the filing of the petition as may be practicable, unless a day has already been appointed for the trial, the clerk of the court shall apply to the court to appoint and the court shall appoint a day for the trial of the petition. Notice of the date, time and place, when and where such application is to be made shall be given by the clerk of the court to the petitioner and to the respondent at least five days before such application is made, and if the petitioner does not appear at the time or place so fixed, the court shall forthwith dismiss the petition."

13. Sections 64 and 65 and subsection 1 of section 67 are repealed and the following are substituted therefor:— Right to appeal on preliminary objections, &c. omitted.

"**64.** An appeal shall only lie after the final decision of the court after the trial of an election petition. If any party is dissatisfied with such decision, an appeal shall lie to the Supreme Court of Canada from the judgment or decision on any question of law or of fact of the judges who tried the petition. Appeal.

"**65.** The party so desiring to appeal shall, within eight days from the day on which the decision appealed from was given, deposit with the clerk of the court with whom the petition was lodged or with the proper officer for receiving moneys paid into court, at the place where the trial of the petition took place, if in the province of Quebec, and at the office of the clerk of the court in which the petition was presented, if in any other province, the sum of three hundred dollars, as security for costs, and also a further sum of ten dollars as a fee for making up and transmitting the record to the Supreme Court of Canada; and such deposit may be made in legal tender or in the bills of any chartered bank doing business in Canada, and no other security shall be necessary. Deposit in case of appeal.

"**67.** The party so appealing shall, within three days after the said appeal has been so set down as aforesaid or within such other time as the court or trial judges, by whom such decision appealed from was given, allow, give to the other parties to the said petition affected by such appeal, or the respective attorneys, solicitors or agents by whom such parties were represented at the trial of the petition, notice in writing of such appeal having been so set down for hearing as aforesaid and may in such notice, if he so desires, limit the subject of the said appeal to any special and defined question or questions." Preliminary proceedings in appeal.

14. Subsections 3, 4, 5 and 6 of section 78 are repealed and the following are substituted therefor:—

"3. A petition shall not abate or be dismissed or withdrawn upon the death, inability or withdrawal of a petitioner. Upon any petitioner dying, becoming incompetent or being authorized to withdraw, notice shall be given by the clerk of the court by public advertisement in one or more daily or weekly newspapers published in or near the electoral district to which the petition relates, in at least two consecutive issues of such newspapers, which advertisement may be in the form "D" in the schedule to this Act. Another petitioner may be substituted for the petitioner so dying, becoming incompetent or withdrawing, and such substitution may be effected by filing in the court Trial not to abate. Substitution of new petitioner.

within one month from the date of the last publication of such advertisement, or within such longer period as the court may prescribe, a notice of substitution in the form "C" in the schedule of this Act. The security given on behalf of the original petitioner shall remain as security for any costs that may be awarded against either the petitioner or the substituted petitioner.

Security.

Liability of substituted petitioner.

4. A substituted petitioner shall stand in the same position as nearly as may be, and be subject to the same liabilities as the original petitioner."

Abatement by death.

15. Section 80 is repealed.

16. Section 97 is repealed and the following is substituted therefor:—

Witnesses to be summoned and by whom.

"**97.** The county attorney, or other officer on whom, in case the person had been charged with an indictable offence, the like duty would have devolved, shall subpœna to attend at the trial such of the witnesses who, at the trial of the election petition, deposed to any facts material to the charge, as the trial judges may deem necessary or desirable to have subpœnaed, and such other witnesses as he thinks requisite to prove the charge."

17. Section 107 is repealed and the following is substituted therefor:—

Punishment of convicted offender.

"**107.** In case of conviction of a corrupt practice the offender, in addition to the disqualification provided for by section 282 of the *Dominion Elections Act*, shall be sentenced to imprisonment in the common jail for a term not exceeding three months, with or without hard labour, and to a fine not exceeding two hundred dollars and to pay the costs of the prosecution which shall be taxed by the proper officer under the direction of the summary trial court; and if the said fine and costs are not paid before the expiration of such term, then to imprisonment for such further time as they remain unpaid, not exceeding three months."

SCHEDULE.

"A"

In the (*Name of Court*)
Election for holden on the day of A.D. The petition of humbly submits:

1. That your petitioner (was a duly qualified voter or a candidate, *as the case may be*) at the above election.

2. That at the said election were candidates, and the returning officer has

3. That (*Here state the grounds on which the petitioner relies, and, in case illegal or corrupt acts are alleged, the particulars of each of such acts as prescribed by section 11*).

Wherefore your petitioner prays that it may be determined (that was duly elected *or* returned *or* that ought to have been returned *or* that the election is void, *as the case may be*)

Dated at this day of A.D.

(*Signature of petitioner*)
Petitioner.

The address to which papers may be sent for service upon the petitioner is

"B"

In the (*Name of Court*)
Election for holden on the day of A.D.

The petition of of humbly submits:—

1. That at the above election was returned and duly elected.

2. That a petition has been presented to this Honourable Court praying that

3. That was guilty of (*here state the particulars of each of the unlawful and corrupt acts complained of, as prescribed by section 12*)

Wherefore your petitioner prays that the said unlawful and corrupt acts may be enquired into and reported by this Honourable Court.

Date at this day of A.D.

(*Signature of sitting member*)
Petitioner.

The address to which papers may be sent for service upon the petitioner is

"C"

In the (*Name of Court*)
In the matter of the election for holden on the day of A.D. and the petition of filed in this Honourable Court.

having (withdrawn, died *or as the case may be*)
I, of desire to be substituted as petitioner in his place and stead.
Dated at this day of A.D.

"D"

In the (*Name of Court*)
Election for holden on the day of A.D.

(*here insert name of petitioner*) the petitioner praying that (*here insert prayer of petition*) having (withdrawn, died *or* become incapable of proceeding with the petition *or as the case may be*) this is to give notice that any person desiring to be substituted as petitioner in the room and stead of the said may file a notice of substitution in the above Court.
Dated at this day of A.D.

109.

5th Session, 12th Parliament, 5 George V, 19[illegible]

THE HOUSE OF COMMONS OF CANADA.

BILL 109.

An Act to amend the Dominion Controverted Elections Act.

(*As reported by the Select Special Committee on Election Laws.*)

MR. DOHERTY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 110.

An Act to amend the Dominion Elections Act.

(*As reported by the Select Special Committee on Election Laws.*)

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

Repealing provision to enable person not on list to vote in Saskatchewan and Alberta and making form Y apply to those Provinces.

1. Section 61 of the *Dominion Elections Act*, chapter 6 of the Revised Statutes of Canada, 1906, is amended by adding the following words at the end thereof "or the oath in form Y as hereinafter provided."

2. Section 62 is amended by striking out the words "provinces of Saskatchewan and Alberta and the" in the first line thereof, and section 63 is amended by substituting the word "two" for the word "one" in the fourth line thereof.

3. The following section is inserted immediately after section 63:—

"**63**A. In the provinces of Saskatchewan and Alberta every person shall, before being permitted to vote, if required by any candidate, agent or elector, take the oath in form Y, and if he refuses to take the same, erasing lines shall be drawn through his name on the voters' list and in the poll book, if such name has been entered in the said book, and the words "*Refused to be sworn*" written thereafter; and any person whose name is so erased shall not be permitted to vote at the said elections."

Changnig list of places in which deferred elections may be held.

2. Sections 86, 89 and 90 of the said Act are amended by substituting the words "Skeena, West Kootenay and Caribou" for the words "Comox-Atlin, Kootenay and Yale-Caribou."

Extending provision *re* death of candidate to Alberta and Saskatchewan

3. Section 105 of the said Act is amended by striking out of the second and third lines thereof the words: "provinces of Saskatchewan and Alberta and the."

4. Section 136 of the said Act is repealed and the following is substituted therefore:—

Hours of polling extented.

"**136.** The poll shall be opened at the hour of eight of the clock in the forenoon and kept open until six of the clock in the afternoon of the same day; and each deputy returning officer shall, during that time, in the polling station assigned to him receive, in the manner hereinafter prescribed, the votes of the electors duly qualified to vote at such polling station."

Extra hour to be given by employers of labour for voting.

5. The following section is inserted immediately after section 136:—

"**136A.** Every employer shall on polling day give to every voter in his employ at least one additional hour for voting other than the noon hour, and shall make no deduction in the pay of such employees nor impose or exact any penalty from any employee by reason of absence during such hour."

Error in French version corrected.

6. Section 237 of the French version of the said Act is amended by inserting immediately after the word "donne" in the second line thereof, the following words: "par ecrit."

7. Form H. in Schedule One of the said Act is repealed and the following is substituted therefor:—

"H

NOMINATION PAPER, ETC.

Form amended to require address for service of papers.

We, the undersigned electors of the electoral district of , hereby nominate (names, residence and additions or description of person or persons nominated) as a candidate at the election now about to be held of a member (or two members, *as the case may be*) to represent the said electoral district in the House of Commons of Canada.

Witness our hands at in the said electoral district, this day of 19 .

Signed by the said electors, in the presence of of (*additions*) } *Signatures with residence and additions.*

I, the said nominated in the foregoing nomination paper, hereby consent to such nomination, and name as my address for the serving of process and papers under this Act and under the Dominion Controverted Elections Act (*here insert address*).

Witness my hand at , this day of 19 .

Signed by the said nominee, in the presence of of , of (*additions*) } J. K."

3rd Session, 12th Parliament, 4 George V^e, 1914

THE HOUSE OF COMMONS
OF CANADA.

BILL 110.

An Act to amend the Dominion Elections Act.

(As reported by the Select Special Committee on Election Laws.)

Mr. DOHERTY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915.

5th Session, 12th Parliament 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 111.

An Act to enable Canadians on Active military Service during the present war to exercise their electoral franchise.

(*As reported by the Select Special Committee on Election Laws.*)

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

Soldiers entitled to vote.

1. Every male British subject of twenty-one years of age or upwards serving in the military forces of Canada in the present war (hereinafter called "volunteer"), who, when he was appointed to or enlisted or enrolled in such forces, had been a resident of any place in Canada for a period of not less than thirty days shall be entitled to vote in the electoral district in which he was so resident in the manner hereinafter set out, notwithstanding his absence from such electoral district or from Canada. Provided that if any person was, at the time he was so appointed, enlisted or enrolled, qualified to vote in any other electoral district in Canada he shall vote in such other district only.

Electoral district in which vote to be cast.

Distribution of ballot papers.

2. A sufficient supply of ballot papers in form A of this Act, of affidavits in form B, and of envelopes for holding the same, shall be sent by the Clerk of the Crown in Chancery to the officer in command of each military base in Canada in which volunteers are serving in the present war, to the officer in command of the Canadian troops at Bermuda, and to the office of the High Commissioner for Canada in London, England, and such papers and envelopes shall be carefully kept by the officers in command and the Secretary of the High Commissioner.

Notice of issue of election writs.

3. Upon the issue of a writ, notice (which in the case of Bermuda shall be by telegraph cable) shall be sent by the Clerk of the Crown in Chancery to the commanding officer of the corps in which such volunteer is serving if such corps is in Canada or Bermuda, and the commanding officer shall thereupon provide each volunteer entitled to vote with a ballot paper, affidavit and envelope.

Canada and Bermuda.

Europe.

2. If the corps is in Europe, the Clerk of the Crown in Chancery shall notify by telegraph cable the Secretary of the High Commissioner for Canada of the issuing of the writ, and the Secretary shall thereupon send a sufficient number of ballot papers, affidavits and envelopes to the proper officer or officers, and such officer or officers shall give each volunteer entitled to vote a ballot paper, affidavit and envelope.

Swearing to affidavit of qualification, etc., and marking ballot paper.

4. The volunteer may thereupon make the affidavit in form B before any commissioned officer in the Canadian military forces, and, after making the affidavit, mark the ballot paper as a vote for the Government or the Opposition or for the independent candidate, in the presence of the said commissioned officer, but in such a manner as not to disclose to the officer how he is voting, and shall fold the ballot paper so that it cannot be read and shall then place the same, together with the affidavit, in an envelope upon the back of which shall be endorsed a certificate in form C, which certificate shall be signed by such officer. The envelopes containing the ballot papers and affidavits shall then be sent by post to the Clerk of the Crown in Chancery, who shall keep a record of them, place them in a package carefully sealed and marked on the outside "Soldiers Votes" and forward them by registered post to the Returning Officer of the electoral district in which such election is to be held. When posted in Canada, the envelopes and their contents shall be carried free in the Canadian mails.

Ballot papers how forwarded.

Returning officer to keep envelopes and notify candidates.

5. The Returning Officer shall, upon receipt of any such envelope, endorse upon it the hour, day, month and year in which he received it and shall initial such endorsement, and shall carefully keep the package unopened until polling day. The Returning Officer shall notify in form D all candidates that he has received such ballot papers, stating the place and hour on polling day (which hour shall be after the close of the polls) that he will open the same, and at the time and place so named, the candidates or a duly authorized agent of each candidate may be present while such envelopes are being opened.

6. At the time and place so named, the Returning Officer shall open the package and enter in a poll book the name of the voter, his rank and the name of the corps in which he is serving and the name, rank and corps of the officer certifying to his identity. If the certificate upon the envelope appears in its face to be made in accordance with the provisions of this Act the Returning Officer shall then open the envelope, and if the affidavit appears upon its face to be made in accordance with the provisions of this Act the ballot paper, without being opened or examined, shall be put in a ballot box, and after all such ballots have been so deposited the ballot box shall be opened by the Returning Officer and the ballots counted and the number of ballots recorded and added to the number of votes cast in such election, in the same manner that other ballot papers are counted. Such number of ballot papers as may be marked for the Government or the Opposition or the independent candidate shall be added to the number of votes given to the candidates respectively who are supporting the Government or the Opposition or the independent candidate as the case may be. Opening and recording ballots. Counting ballots.

2. In case of any doubt arising with respect to the candidate to whom a ballot paper marked for the Government shall be allotted the question shall be determined by the Prime Minister or some person designated by the Prime Minister, and if such question arises with respect to a ballot paper marked for the Opposition it shall be decided by the Leader of the Opposition or by some person designated by him. Cases of doubt.

3. The ballot papers, affidavits, the envelopes in which they were received and the poll book in which the record of the votes is entered shall be fastened up in a separate package and shall be safely kept and otherwise dealt with in the same manner as other ballot papers and poll books used at such election. Preservation of ballots.

7. If the envelope containing a ballot paper is not received before polling day, or if the certificate on the envelope is not made in accordance with the provisions of this Act, the envelope shall not be opened, but shall be forwarded to the Clerk of the Crown in Chancery, who shall not open it, and it shall be kept with the other papers relating to the election in that electoral district, and when the other papers are destroyed it shall be destroyed unopened. Ballots received too late or without proper certificate.

2. If there is no affidavit in the envelope, or if the affidavit in any envelope is not made in accordance with the provisions of this Act, the ballot paper shall not be opened or put into the ballot box, but shall be put back in the envelope, Absence or defective affidavit

together with the affidavit if there is one, and the Returning Officer shall endorse upon the envelope, or on a piece of paper attached thereto, the reason why the ballot paper has not been deposited in the ballot box, and the whole shall be carefully preserved and forwarded to the Clerk of the Crown in Chancery with the other papers relating to the election.

Ballots not properly marked.

3. If the ballot paper is not marked in accordance with the provisions of this Act, such ballot paper shall be void, but the envelope, affidavit and the ballot paper shall be carefully preserved and forwarded to the Clerk of the Crown in Chancery with the other papers relating to the election.

Recount.

8. The provisions of the *Dominion Elections Act* relating to a recount of voter by a judge shall apply to all votes counted under the provisions of this Act, and to all ballot papers, affidavits and certificates received by any Returning Officer under such provisions.

Offen es.

9. Any person who, wilfully and without lawful excuse:—

(*a*) causes any delay in the transmission or delivery to the Returning Officer of any envelope with the certificate endorsed in accordance with the provisions of this Act, or

(*b*) opens any such envelope, or

(*c*) shall attempt to obtain or communicate any information as to the party or person for whom any vote is given in any particular ballot paper used under the provisions of this Act, or

(*d*) prevents or endeavours to prevent any volunteer entitled to vote hereunder from voting, or

(*e*) makes any untrue statement as to his name or corps for insertion in a certificate, or

(*f*) signs a certificate containing any untrue statement,

Penalty.

shall be liable upon summary conviction to a fine not exceeding two hundred dollars and costs, or to imprisonment for a term not exceeding six months, or to both fine and imprisonment.

False certificates.

2. Any person who applies for a certificate under this Act to which he is not entitled, and any person unlawfully signing such certificate or signing any untrue certificate

Penalty.

shall be guilty of personation and liable to the penalties prescribed by section 272 of the *Dominion Elections Act.*

Distribution of Act.

10. Copies of this Act shall be forwarded to the High Commissioner for Canada for distribution among the troops now at the seat of war, and copies shall also be distributed by the Militia Department among the members of the

Canadian military forces now or hereafter enrolled, enlisted or raised for active service in the present war.

11. The cost incurred in carrying out the provisions of this Act may be paid by the Governor in Council out of any unappropriated moneys in the Consolidated Revenue Fund of Canada. Cost how paid.

12. This Act shall be construed as one with the *Dominion Elections Act*. Act to be construed as one with D. E. Act.

SCHEDULE

A

Ballot.

I vote for the Government

I vote for the Opposition

I vote for the independent candidate

The voter to make a X within the white space containing the name of the party for which he intends to vote.

B.

Affidavit.

1. (here insert full name) a. (*here insert rank and name of corps*) make oath and say as follows:—

1. That immediately before I was (enlisted, enrolled *or* appointed *as the case may be*) in the military forces of Canada I was a resident of (*here insert place of residence before enlistment and if the residence has been in a city or town, the street address*) in in the Province of for thirty days.

or

(1. That immediately before I was (enlisted, enrolled *or* appointed *as the case may be*) in the military forces of Canada I was qualified to be a voter at in the Province of .)

2. That I have not marked any ballot paper for the next election in any Electoral District.

3. That I am a British subject of twenty-one years and upwards.

Sworn before me this day of A.D. 19 . } (*Voter sign here*)

(*Signature, rank and corps of Commissioned Officer.*)

C.

Certificate.

I hereby certify that the document contained in this envelope was written in my presence by (*here insert name and rank and name of corps in which voter is serving*), and according to the best information at my disposal I believe that the statements made in the affidavit are true.

Dated at this day of A.D. 19 .

To

D.

Notice to candidates.

I beg to notify you that I have received envelopes containing soldiers' votes, and that I will open the same at on the day of next. at o'clock.

Returning Officer.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 111.

An Act to enable Canadians on Active Military Service during the present war to exercise their electoral franchise.

(*As reported by the Select Special Committee on Election Laws.*)

MR. DOHERTY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

[REPRINT.]

5th Session, 12th Parliament. 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 111.

An Act to enable Canadians on Active military Service during the present war to exercise their electoral franchise.

(*As reported by the Select Special Committee on Election Laws.*)

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

Soldiers entitled to vote.

1. Every male British subject of twenty-one years of age or upwards serving in the military forces of Canada in the present war (hereinafter called "volunteer"), who, within six months immediately preceding the date when he was appointed to or enlisted in such forces, had been resident in any electoral district in Canada for a period of not less than thirty days, shall be entitled to vote in the electoral district in which he was last so resident in the manner hereinafter set out, notwithstanding his absence from such electoral district or from Canada. Provided that if any person was, at the time he was so appointed or enlisted, qualified to vote in any other electoral district in Canada he shall vote in such other district only.

Electoral district in which vote to be cast.

VOLUNTEERS IN BERMUDA AND EUROPE.

Distribution of ballot papers.

2. A sufficient supply of ballot papers in form A of this Act and of envelopes for holding the same with affidavits in form B printed thereon shall be sent by the Clerk of the Crown in Chancery to the officer in command of the Canadian troops at Bermuda and to the Secretary of the High Commissioner for Canada, in London, England, and such papers and envelopes shall be kept by such officer in command and the Secretary of the High Commissioner.

Notice of issue of election writs.

Bermuda.

2. Upon the issue of the writ for a general election, notice (by telegraph cable) shall be sent by the Clerk of the Crown in Chancery to the said commanding officer in Bermuda, and the commanding officer shall thereupon distribute the said ballot papers and envelopes among the officers commanding squadrons, companies and batteries who shall provide with a ballot paper and envelope each volunteer entitled to vote and who makes the affidavit in form B before such officer and the provisions hereinafter made as regards the manner of voting and the transmission of votes of volunteers in Europe shall apply.

Europe.

3. The Clerk of the Crown in Chancery shall also notify by telegraph cable the Secretary of the High Commissioner for Canada, and the Secretary shall, thereupon send a sufficient number of ballot papers and envelopes to the Chief Paymaster of the Canadian Expeditionery Force, who shall forward the same to the several regimental Paymasters, and such Paymasters shall deliver the same to the officers commanding squadrons, companies and batteries, and such officers shall give each volunteer under their respective commands making the affidavit in form B before such officer, a ballot paper.

Marking ballots.

4. The volunteer may thereupon mark the ballot paper as a vote for the Government or the Opposition or for the independent candidate or for any person for whom he desires to vote in the presence of the said officer, but in such a manner as not to disclose to the officer how he is voting, and shall fold the ballot paper so that it cannot be read and shall then place the same in the envelope upon the back of which shall be endorsed a certificate in form C, which certificate shall be signed by such officer, and shall securely close the envelope. The envelopes containing the ballot papers shall then be sent by such officer, by post, to the Clerk of the Crown in Chancery, who shall keep a record of them, seal them so that the envelope cannot be opened without breaking the seals, place them in a package carefully sealed and marked on the outside "Soldiers' Votes" and forward them by registered post to the Returning Officer of the electoral district in which such election is to be held. When posted in Canada the envelopes and their contents shall be carried free in the Canadian mails.

Ballots, how forwarded.

Returning officer to keep envelopes and notify candidates.

5. The Returning Officer shall, upon receipt of any such package containing ballots endorse upon it the hour, day, month and year in which he received it and shall initial such endorsement and shall carefully keep the package sealed and unopened until polling day. The Returning Officer shall notify in form D all candidates that he has

received such ballot papers, stating the place and hour on polling day (which hour shall be immediately after the close of the polls) that he will open the same, and at the time and place so named, the candidates or a duly authorized agent of each candidate may be present while such envelopes are being opened.

Opening and recording ballots.

6. At the time and place so named the Returning Officer shall open the package after exhibiting it sealed and unopened to the candidates or their representatives if present and enter in a poll book the name of the voter, his rank and the name of the corps in which he is serving, and the name, rank and corps of the officer certifying to his identity. If the affidavit and certificate upon the envelope appears on its face to be made in accordance with the provisions of this Act the Returning Officer shall then open the envelope, and the ballot paper, without being opened or examined, shall be put in a ballot box and after all such ballots have been so deposited the ballot box shall be opened by the Returning Officer and the ballots counted and the number of ballots recorded and added to the number of votes cast in such election, in the same manner that other ballot papers are counted. Such number of ballot papers as may be marked for the Government or the Opposition or the independent candidate shall be added to the number of votes given to the candidates respectively who are supporting the Government or the Opposition or to the independent candidate as the case may be, and all votes given for any named candidates shall be counted for such person if he be a candidate, and if not, shall be null.

Counting ballots.

Cases of doubt.

7. In the case of any doubt arising with respect to the candidate to whom a ballot paper marked for the Government shall be allotted the question shall be determined by the Prime Minister or some person designated by him, and if such question arises with respect to a ballot paper marked for the Opposition it shall be decided by the Leader of the Opposition or by some person designated by him.

Preservation of ballots.

8. The ballot papers, affidavits, the envelopes in which they were received and the poll book in which the record of the votes is entered shall be fastened up in a separate package and shall be safely kept and otherwise dealt with in the same manner as other ballot papers and poll books used at such election.

Ballots received too late or without proper Certificate.

9. If the envelope containing a ballot paper is not received before polling day, or if the affidavit certificate required on the envelope is not made in accordance with the provisions of this Act, or if the envelope appears to have been opened, the envelope shall not be opened and the Returning Officer endorse upon the envelope, or on a piece of paper attached

thereto, the reason why the envelope has not been opened, and the whole shall be carefully preserved and forwarded to the Clerk of the Crown in Chancery with the other papers relating to the election, and shall be kept with the other papers relating to the election in that electoral district and when the other papers are destroyed it shall be destroyed unopened.

Defective ballots.

10. If the ballot paper is not marked in accordance with the provisions of this Act, such ballot paper shall be void, but the ballot paper shall be carefully preserved and forwarded to the Clerk of the Crown in Chancery with the other papers relating to the election.

Officers who are candidates not to act.

3. No military officer who is a candidate for election as a member of the House of Commons of Canada shall perform any duty under this Act, and where any officer charged with any such duty is such candidate the duty shall be performed by the officer next below him in rank.

Scrutineers.

4. There shall be appointed by the Governor in Council six scrutineers, three to be so appointed upon the nomination of the Prime Minister and three upon the nomination of the Leader of the Opposition, one of each nomination who may be present at the distribution of ballot papers and envelopes, the making of affidavits, the marking of ballots, the closing of envelopes, the posting of the same, and may exercise all the rights which may under the Dominion Elections Act be exercised by candidates or their representatives at any poll. The actual travelling and living expenses of such scrutineers, at a rate to be fixed by the Governor in Council, may be paid out of the Consolidated Revenue Fund. The legality of any proceedings shall not be affected by the absence therefrom of the scrutineers.

Expenses.

VOLUNTEERS IN CANADA.

Issue of writ.

5. Upon the issue of the writs for an election, a writ shall issue in the manner and form provided by the *Dominion Elections Act* for the holding a poll at each military camp or base at which volunteers are being trained in Canada for service in the present war.

Proclamation.

2. Upon receiving such writ the Returning Officer shall conform to the provisions of sections 82, 83, 84 and 85 of the *Dominion Elections Act* and shall, within the shortest possible time, issue a proclamation notifying volunteers claiming the right to vote to deliver to him at his office at such camp or base within ten days a written statement of the electoral district in which he claims the right to

vote and whether he claims such right (*a*) as having been a qualified voter in such electoral district at the time of his appointment or enlistment, or (*b*) as having resided therein for thirty days within the six months immediately preceding his appointment or enlistment. Such statement shall in each base be accompanied by an affidavit by the volunteer in form B.

Notice to volunteers to send for claims to vote.

Affidavit.

3. Such proclamation shall be posted up by the camp returning officer in at least five of the most prominent and conspicuous places at such camp or base, and a copy thereof shall be forwarded to the Commanding Officer of the camp or base, who shall cause the same to be published in general orders, and in the provinces of Quebec and Manitoba the proclamation shall be so posted and published in both English and French.

Publication of proclamation.

4. At the expiry of the said ten days, the Returning Officer shall prepare a list of the volunteers who have sent in such statements and affidavits for each of the electoral districts in which votes are claimed.

List of voters.

5. The Returning Officer shall notify the Returning Officer of each of such electoral districts that soldiers have claimed the right to vote in such district and the Returning Officer so notified shall forthwith forward to the camp or base returning officer a certified copy of the voters' lists for his electoral district if there be such lists in force and as soon as candidates have been nominated send the names of the candidates nominated by telegraph to the returning officer for such camp or base.

Obtaining voters lists and names of candidates.

6. The said returning officer shall proceed to hold such number of polls upon the day fixed for the holding of the elections in the several electoral districts, within such camp or base and appoint such deputy returning officers and other officers as may be necessary therefor and except as herein otherwise provided the provisions of the *Dominion Elections Act* relating to the powers and duties of the returning officer and other officers so appointed, the ballots and ballot boxes, the polling, the manner of voting, the counting of votes and the proceedings of returning officers after return of the ballot boxes shall so far as applicable apply.

Holding polls.

Application of Domion Elections Act.

7. After the votes have been counted, the deputy returning officers shall forthwith supply to the returning officer a certified copy of the certificate in form F. F. of the *Dominion Elections Act* and the returning officers shall send by telegraph to the returning officers of each electoral district for which Votes have been cast a return showing the number of votes and the respective persons for whom they were given, and shall send by registered mail immediately thereafter to such returning officers the ballot

Reporting vote to several electoral districts.

boxes as received by him from the deputy returning officers. having first sealed them in the manner prescribed by section 182 of the *Dominion Elections Act.*

Poll at which to vote.

8. Each volunteer shall be entitled to vote at the poll to which he has been allotted by the returning officer and at no other.

Obtaining certificate that voter is on list where voting on previous qualification.

9. Whenever a volunteer claims the right to vote as being a qualified elector in any electoral district wherein a complete list of electors qualified to vote at the said election was in force at the time of his appointment or enlistment shall before voting be required to produce a certificate from the returning officer of said electoral district that his name is upon said list, and such returning officer shall furnish such certificate upon application and without being entitled to any fee or charge therefor.

Recount.

6. The provisions of the *Dominion Elections Act* relating to a recount of voter by a judge shall apply to all votes counted under the provisions of this Act, and to all ballot papers, affidavits and certificates received by any Returning Officer under such provisions.

Offences.

7. Any person who, wilfully and without lawful excuse:—

(*a*) causes any delay in the transmission or delivery to the Returning Officer of any envelope, affidavit and with the certificate endorsed in accordance with the provisions of this Act, or

(*b*) opens any such envelope, or

(*c*) shall attempt to obtain or communicate any information as to the party or person for whom any vote is given in any particular ballot paper used under the provisions of this Act, or

(*d*) prevents or endeavours to prevent any volunteer entitled to vote hereunder from voting, or

(*e*) makes any untrue statement as to his name or corps for insertion in a certificate, or

(*f*) signs a certificate containing any untrue statement,

Penalty.

shall be liable upon summary conviction to a fine not exceeding two hundred dollars and costs, or to imprisonment for a term not exceeding six months, or to both fine and imprisonment.

False certificates.

2. Any person who knowingly applies for a certificate under this Act to which he is not entitled, and any person knowingly signing such certificate or signing any untrue certificate shall be guilty of personation and liable to the

Penalty.

penalties prescribed by section 272 of the *Dominion Elections Act.*

8. Copies of this Act shall be forwarded to the High Commissioner for Canada for distribution among the troops now at the seat of war, and copies shall also be distributed by the Militia Department among the members of the Canadian military forces now or hereafter enrolled, enlisted or raised for active service in the present war. Distribution of Act.

9. The cost incurred in carrying out the provisions of this Act may be paid by the Governor in Council out of any unappropriated moneys in the Consolidated Revenue Fund of Canada. Cost how paid.

10. This Act shall be construed as one with the *Dominion Elections Act.* Act to be construed as one with D. E. Act.

11. Nothing in this Act shall entitle a volunteer who is at the time of polling in the electoral district wherein he was a qualified voter at the time of his appointment or enlistment and within twenty-five miles from his polling place to vote therein elsewhere than at said polling place. When voter cannot vote under this Act.

12. This Act shall only remain in force during the present war. Termination of Act.

SCHEDULE

A

Ballot.

I vote for.....
I vote for the Government
I vote for the Opposition
I vote for the independent candidate

The voter to make a X within the white space containing the name of the party for which he intends to vote, or if the voter desires to vote for any particular person, the voter shall write the name of such person in the first space.

B

Affidavit.

I, (here insert full name), a (here insert rank and name of corps), make oath and say as follows:—

1. That, within the six months immediately preceding the date when I was (enlisted or appointed as the case may be) in the military forces of Canada the last place in which I was resident for thirty days is (here insert place of residence before enlistment, giving where possible the street address, range, township, or such other precise indication thereof as may be practicable) in , in the province of , and that I am not qualified to vote in any other electoral district.

or

(1. That immediately before I was (enlisted or appointed as the case may be) in the military forces of Canada I was qualified to be a voter at in the province of .)

2. That I have not marked any ballot paper for this election in any electoral district.

3. That I am a British subject of the full age of twenty-one years.

Sworn before me this
day of A.D. 19 .

(Voter sign here)

(Signature, rank and corps of Commissioner Officer.)

C

Certificate.

I hereby certify that the document contained in this envelope was written in my presence by (here insert name and rank and name of corps in which voter is serving), and according to the best information at my disposal I believe that the statements made in the affidavit are true.

Dated at this day of A.D. 19 .

D

To

Notice.

I beg to notify you that I have received a package containing soldiers' votes, and that I will open the same at on the day of next, at o'clock.

Returning Officer.

111.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 111.

[REPRINT.]

An Act to enable Canadians on Active Military Service during the present war to exercise their electoral franchise.

(*As reported by the Select Special Committee on Election Laws.*)

MR. DOHERTY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

[Bill sent down from the Senate and reprinted as amended by the Committee of the Whole House.]

SENATE BILL S.

PASSED BY THE SENATE, 26th MARCH, 1915.

HOUSE OF COMMONS BILL 112.

An Act to amend The Canada Grain Act.

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

1. Section 27 of *The Canada Grain Act*, chapter 27 of the statutes of 1912, is amended by adding thereto the following subsection:—

"2. Such certificate shall be in all cases *prima facie* evidence of the facts therein contained." Inspecting officer's certificate.

2. Subsection 4 of section 126 of the said Act, as enacted by section 9 of chapter 21 of the statutes of 1913, is repealed and the following is substituted therefor:— Terminal elevators.

"4. No grain shall leave a terminal elevator without being officially weighed, and the official certificate of weight shall be final subject to the provisions of section 120 of this Act." Official weighing, and certificate of weight.

3. Section 118 of the said Act is amended by adding thereto the following words, "and to all water carriers other than ocean carriers." Application of Act extended.

4. The said Act is further amended by adding the following sections after section 120:—

"**120A.** The Board shall also receive and investigate all complaints in writing under oath, of any shortage in grain, upon the delivery of same from an elevator to a vessel or from a vessel to an elevator, and shall have power to assess or apportion the loss arising from such shortage, amongst the elevator operators, water carriers, and shippers, having to do with the said grain, and the finding of the Board and such assessment or apportionment certified Receipt and investigation of complaints of shortage in grain, and apportionment.

over the hand of a majority of the Board, shall be delivered or sent to all persons concerned in such finding, assessment or apportionment, and shall be final, and shall be enforceable in any court of competent jurisdiction.

Regulations relating to shortages and overages.

"**120B.** The Board may make regulations governing the responsibility for and the disposition of shortages and overages of grain upon delivery of same from an elevator to a vessel or from a vessel to an elevator, and may assess in such manner and in such amount as it may deem just and proper, contributions from elevator operators, water carriers and shippers, or from any of them, in favour of the Board or otherwise, for the purpose of providing against such responsibility: Provided that nothing contained in this section shall limit the powers of the Board under the preceding section."

Contributions.

Powers of Board on investigations.

5. Subsection 2 of section 120 of the said Act is amended by adding after the word "investigation" in the first line thereof the following words:—"or of any investigation authorized under this Act."

[REPRINT.]

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 112.

SENATE BILL S.

An Act to amend The Canada Grain Act.

(Reprinted as amended by the Committee of the Whole House.)

SIR GEORGE FOSTER.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 114.

An Act to amend the Adulteration Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— R.S. c. 133, 1907, c. 4, 1913, c. 4, 1914, c. 19.

1. Section 29A of the *Adulteration Act*, chapter 133 of the Revised Statutes, 1906, as enacted by chapter 19 of the statutes of 1914, is repealed and the following is substituted therefor:—

Imitation or compound maple sugar or maple syrup to be labelled.

"**29A.** No person shall keep for sale, offer or expose for sale, or sell, any article of food resembling or being an imitation of maple sugar or maple syrup, or which is composed partly of maple sugar or maple syrup and which is not pure maple sugar or pure maple syrup, unless the article itself or the package containing it is labelled with the words "Imitation Maple Sugar" or "Imitation Maple Syrup," or "Compound Maple Sugar" or "Compound Maple Syrup," as the case may be, in a conspicuous place on the article itself, or on the package containing it, and in large conspicuous letters of a different colour from the label or other letters appearing on the label; such letters to be of at least one-quarter of an inch high printed in the same line and entirely separate from any other inscription on the label.

Adulterated maple sugar or syrup defined.

"2. Any maple sugar or maple syrup which is not up to the standard prescribed by the sixth schedule to this Act, or, if such standard is changed by the Governor in Council, to such standard as the Governor in Council may from time to time prescribe, shall be deemed to be adulterated within the meaning of this Act.

Use of word "maple" restricted to pure maple sugar or syrup.

"3. Except as herein otherwise provided, the word "maple" shall not be used, either alone or in combination with any other word or words, or letter or letters, on the label or other mark, illustration or device on a package containing any article of food, or on any article of food

itself, which resembles maple sugar or maple syrup and which is not pure maple sugar or pure maple syrup, and no package containing any article of food, or any article of food itself, which is not pure maple sugar or pure maple syrup shall be labelled or marked in such manner as is likely to make persons believe it is pure maple sugar or pure maple syrup, and any article of food labelled or marked in violation of this subsection shall be deemed to be adulterated within the meaning of this Act."

2. Sections 31 and 32 of the said Act are repealed and the following are substituted therefor:—

Wilful adulteration.

"**31.** Every person who wilfully adulterates any article of food or any drug, or orders any other person so to do, shall

Injurious.

(*a*) if such adulteration is, within the meaning of this Act, deemed to be injurious to health, for a first offence, incur a penalty not exceeding five hundred dollars and costs, or six months' imprisonment, or both, and not less than fifty dollars and costs; and for each subsequent offence, a penalty not exceeding one thousand dollars and costs, or one year's imprisonment, or both, and not less than one hundred dollars and costs;

Penalty.

Not injurious.

(*b*) if such adulteration is, within the meaning of this Act, deemed not to be injurious to health, incur a penalty not exceeding two hundred dollars and costs, or three months imprisonment, or both, and not less than twenty-five dollars and costs, and for each subsequent offence, a penalty not exceeding five hundred dollars and costs, or six months' imprisonment, or both, and not less than one hundred dollars and costs.

Penalty.

Sale of adulterated articles.

"**32.** Every person who, by himself or his agent, sells, offers for sale, or exposes for sale, any article of food or any drug which is adulterated within the meaning of this Act shall

Injurious.

(*a*) if such adulteration is, within the meaning of this Act, deemed to be injurious to health, for the first offence incur a penalty not exceeding two hundred dollars and costs, or three months' imprisonment, or both, and not less than fifty dollars and costs; and for each subsequent offence a penalty not exceeding five hundred dollars and costs, or six months' imprisonment, or both, and not less than fifty dollars and costs;

Penalty.

Not injurious.

(*b*) if such adulteration is, within the meaning of this Act, deemed not to be injurious to health, incur, for the first offence, a penalty not exceeding one hundred dollars and costs, or three months in jail, or both, and not less than twenty-five dollars and costs, and for

Penalty.

each subsequent offence a penalty not exceeding two hundred dollars and costs, or six months' in jail, or both, and not less than fifty dollars and costs."

3. Section 37 of the said Act is repealed and the following is substituted therefor:—

False label or neglect to label.

"**37.** Every person who knowingly attaches to any article of food or any drug any label which falsely describes the article sold, or offered or exposed for sale, or who neglects or refuses to label or mark any article of food or drug in accordance with the requirements of this Act, shall incur a penalty for the first offence not exceeding two hundred dollars and not less than twenty-five dollars, or two months in jail, or both, and for each subsequent offence a penalty not exceeding three hundred dollars and not less than fifty dollars, or four months in jail, or both."

Penalty.

4. Section 40 of the said Act is repealed and the following is substituted therefor:—

Application of penalties.

"**40.** Under such regulations as may be made by the Minister, an amount not exceeding one-half of the penalties imposed and recovered under this Act may be paid to any person who has given information or otherwise aided in effecting the recovery of the penalty, and the other portion of the penalty shall be paid to the Minister of Finance, and shall form part of the Consolidated Revenue Fund of Canada."

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 114.

An Act to amend the Adulteration Act.

First reading, March 29, 1915.

Mr. BLONDIN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 115.

An Act to amend the Inland Revenue Act.

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

1. Section 317 of the *Inland Revenue Act*, chapter 51 of the Revised Statutes of Canada, 1906, as enacted by section 20 of chapter 34 of the statutes of 1908, is repealed and the following is substituted therefor:—

"**317.** No tobacco of any description when put up in packages containing less than five pounds, and no cigars when put up in packages containing less than twenty-five cigars each, shall be removed in bond from one warehouse to another, whether within the same or any other Inland Revenue Division: Provided, however, that such tobacco and cigars may be so removed under such regulations as may be made by the Minister when such tobacco or cigars are intended for shipment as ship's stores."

Removal of tobacco in bond.

Proviso as to ship's stores.

115.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 115.

An Act to amend the Inland Revenue Act.

First reading, March 29, 1915.

MR. BLONDIN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 116.

An Act to amend the Inland Revenue Act.

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

1. Section 12 of the *Inland Revenue Act*, chapter 51 of the Revised Statutes, of Canada 1906, is amended by adding thereto the following subsection:—

"2. The Minister may authorize the employment of such temporary or acting officers of Excise in the second or outside division of the Department of Inland Revenue as are required to carry on the work of the Department. No such officer shall receive a higher salary than the salary allowed to permanent officers of the same rank and class, and no such salary shall be paid until voted by Parliament." Temporary or acting officers of Excise.

116.

5th Session, 12th Parliament 5 George V. 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 116.

An Act to amend the Inland Revenue Act.

First reading, March 29, 1915.

Mr. Blondin.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 119.

An Act to amend the National Transcontinental Railway Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1903, c. 71; 1912, c. 39; 1914, c. 43.

1. Section 9 of chapter 71 of the statutes of Canada, 1903, as re-enacted by section 1 of chapter 39 of the statutes of 1912, and as amended by chapter 43 of the statutes of 1914, is further amended by adding the following subsections:—

"4. The Minister of Railways and Canals may, with the approval of the Governor in Council, lease or otherwise acquire that portion of the railway of the Grand Trunk Pacific Railway Company known as the Lake Superior Branch, extending from Lake Superior Junction to the city of Fort William in Ontario, including terminal facilities and accommodation works of the said Company or of any other company, and for all the purposes of this section may provide, by purchase, lease or otherwise, rolling stock and equipment; and the Grand Trunk Pacific Railway Company and such other company is each hereby authorized on its part to deal accordingly with the said line of railway or terminal facilities and accommodation works as the case may be. Power to lease or acquire Lake Superior Branch.

"5. Subsections 2, 3, 4, 5 and 6 of section 361 of the *Railway Act*, and section 29 of chapter 122 of the statutes of 1903, shall not apply to any such lease or to anything done under the preceding subsection. R.S. c. 37. 1903, c. 122.

"6. The *Government Railways Act* shall apply to any line of railway including terminal facilities and accommodation works leased or acquired under this Act. R.S. c. 36 to apply.

"7. Expenditures made hereunder or under chapter 43 of the statutes of 1914 shall be a charge against the Consolidated Revenue Fund of Canada." Expenditures.

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 119.

An Act to amend the National Transcontinental Railway Act.

First reading, March 31, 1915.

Mr. COCHRANE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 121.

An Act to amend the Supreme Court Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— R. S. c. 139, 1808, c. 70, 1913, c. 51, 1914. c. 15.

1. *The Supreme Court Act*, chapter 139 of the Revised Statutes of Canada, 1906, is hereby amended by inserting the following section immediately after section 42:— Appeals in election cases, where appeal is given by local legislature.

"**42A.** The Supreme Court of Canada shall have jurisdiction to hear and determine any appeal from the judgment of any provincial court in any proceeding under any provincial controverted election Act, whereby such an appeal is given."

5th Session, 12th Parliament. 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 121.

An Act to amend the Supreme Court Act.

First reading, April 5, 1915.

MR. DOHERTY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL 122.

An Act to amend the Winding-Up Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— R.S., c. 144, 1907, c. 51, 1908, cc. 10, 74, 75, 1910, c. 62, 1912, c. 24.

1. Section 101 of the *Winding-Up Act*, chapter 144 of the Revised Statutes of Canada, 1906, is amended by striking out the words "by leave of a judge of the Court appeal therefrom" in the last line thereof, and by substituting therefor the following:— Permission for appeals.

"by leave of a judge of the court, or by leave of the court or a judge of the court to which the appeal lies, appeal therefrom."

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS
OF CANADA.

BILL 122.

An Act to amend the Winding-Up Act.

First reading, April 7, 1915.

Mr. DOHERTY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL A.

An Act to amend The Companies Act.

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

Short title.

1. This Act may be cited as *The Companies Act Amendment Act*, 1915.

APPLICATION OF ACT.

Application.

2. Except as hereinafter otherwise provided this Act applies to all companies to which Part I or Part II of *The Companies Act* applies.

R.S., c. 79.

PRIVATE COMPANIES.

Meaning of "private company."

3. For the purposes of this Act the expression "private company" means a company which, by its special Act, letters patent or supplementary letters patent—

(*a*) restricts the right to transfer its shares; and

(*b*) limits the number of its shareholders (exclusive of persons who are in the employment of the company) to fifty; and

(*c*) prohibits any invitation to the public to subscribe for any shares or debentures of the company.

Joint shareholders.

2. Where two or more persons hold one or more shares in a company jointly they shall, for the purposes of this section, be treated as a single member.

Public utility companies excepted.

3. This section shall not be applicable to any company operating or controlling any public or municipal franchise, undertaking or utility, or which may require or use for its purposes any permanent structure in, on, across or under any highway or stream or adjoining navigable waters.

Conditions under which existing.

4. Any company incorporated before the passing of this Act which at the time of the passing of this Act has less

private companies may be brought within provisions of Act.

than fifty shareholders (exclusive of persons who are in the employ of the company) and which has not invited the public to subscribe for any of its shares or debentures, and which, before or after the passing of this Act, has passed by-laws—

(*a*) restricting the right to transfer its shares;

(*b*) limiting the number of its members (exclusive of persons who are in the employ of the company) to fifty; and

(*c*) prohibiting any invitation to the public to subscribe for any shares or debentures of the company;

may, at any time before making its first annual return under the provisions of this Act, file in the Department of the Secretary of State of Canada evidence that at the time of the passing of this Act it had less than fifty shareholders (exclusive of persons in the employ of the company) and that it had not invited the public to subscribe for its shares or debentures, and evidence of the due passing of such by-laws and of the confirmation thereof by the shareholders of the company at a meeting duly called for such purpose, and thereupon the Secretary of State of Canada may issue a certificate that such company is a private company within the provisions of this section, and shall give notice thereof in *The Canada Gazette*, and thereupon such company shall be deemed to be a private company within the provisions of this section; provided, however, that no by-laws of the company thereafter amending, altering or varying any of the said by-laws for any of the purposes herein referred to shall be valid or acted upon unless confirmed by supplementary letters patent duly issued under the provisions of this Act.

ANNUAL FINANCIAL STATEMENT.

Annual meeting.

4. The annual meeting of the shareholders of the company shall be held at such time and place in each year as the special Act, letters patent, or by-laws of the company provide, and in default of such provisions in that behalf the annual meeting shall be held at the place named in the special Act or letters patent as the place of the head office of the company, on the fourth Wednesday in January in every year.

2. At such meeting the directors shall lay before the company—

Balance sheet.

(*a*) a balance sheet made up to a date not more than three months before such annual meeting: Provided, however, that the shareholders of a company which carries on its undertaking out of Canada may, by

resolution at a general meeting, extend this period to not more than six months;

(*b*) a general statement of income and expenditure for the financial period ending upon the date of such balance sheet;

(*c*) the report of the auditor or auditors;

(*d*) such further information respecting the company's financial position as the special Act, letters patent or by-laws of the company require.

3. Except in cases of private companies, on resolution passed at such meeting by shareholders holding at least five per cent of the capital stock of the company, the directors shall forward to every shareholder a copy of such of the statements (*a*), (*b*), (*c*) and (*d*) mentioned in subsection 2 hereof as are required by such resolution.

Details of balance sheet.

4. Every balance sheet shall be drawn up so as to distinguish severally at least the following classes of assets and liabilities, namely:—

(*a*) cash;

(*b*) debts owing to the company from its customers;

(*c*) debts owing to the company from its directors, officers and shareholders respectively;

(*d*) stock in trade;

(*e*) expenditures made on account of future business;

(*f*) lands, building, and plant;

(*g*) goodwill, franchises, patents and copy rights, trade-marks, leases, contracts and licenses;

(*h*) debts owing by the company secured by mortgage or other lien upon the property of the company;

(*i*) debts owing by the company but not secured;

(*j*) amount of common shares, subscribed for and allotted and the amount paid thereon;

(*k*) amount of preferred shares subscribed for and allotted and the amount paid thereon;

(*l*) indirect and contingent liabilities.

INSPECTION AND AUDIT.

Investigation of affairs of company.

5. The Secretary of State of Canada may appoint one or more competent inspectors to investigate the affairs of any company and to report thereon in such manner as the Secretary of State of Canada may direct—

(i) In the case of any company having a share capital, on the application of shareholders holding not less than one-tenth of the shares issued;

(ii) In the case of a company not having a share capital, on the application of not less than one-fifth in number of the persons on the company's register of members.

2. The application shall be supported by such evidence as the Secretary of State of Canada may require for the purpose of showing that the applicants have good reason for, and are not actuated by malicious motives in requiring, the investigation; and the Secretary of State of Canada may, before appointing an inspector, require the applicants to give security for payment of the costs of the inquiry.

3. It shall be the duty of all officers and agents of the company to produce to the inspectors all books and documents in their custody or power.

4. An inspector may examine on oath the officers and agents of the company in relation to its business, and may administer an oath accordingly.

5. If any officer or agent refuses to produce any book or document which under this section it is his duty to produce, or to answer any question relating to the affairs of the company, he shall be liable on summary conviction to a fine not exceeding twenty dollars in respect of each offence.

6. On the conclusion of the investigation the inspectors shall report their opinion to the Secretary of State of Canada, and a copy of the report shall be forwarded by the Secretary of State of Canada to the company, and a further copy shall, at the request of the applicants for the investigation be delivered to them.

The report shall be written or printed, as may be directed.

7. All expenses of and incidental to the investigation shall be defrayed by the applicants, unless the Secretary of State of Canada direct the same to be paid by the company, which the Secretary of State of Canada is hereby authorized to do.

Powers of company to appoint inspectors.

6. A company may by special resolution appoint inspectors to investigate its affairs.

2. Inspectors so appointed shall have the same powers and duties as inspectors appointed by the Secretary of State of Canada, except that, instead of reporting to the Secretary of State of Canada they shall report in such manner and to such persons as the company in general meeting may direct.

3. Officers and agents of the company shall incur the like penalties in case of refusal to produce any book or document required to be produced to inspectors so appointed, or to answer any question, as they would have incurred if the inspectors had been appointed by the Secretary of State of Canada.

Report of inspectors to be evidence.

7. A copy of the report of any inspectors appointed under this Act, authenticated by the seal of the company

whose affairs they have investigated, shall be admissible in any legal proceeding as evidence of the opinion of the inspectors in relation to any matter contained in the report.

Appointment and remuneration of auditors.

8. Every company shall at each annual general meeting appoint an auditor or auditors to hold office until the next annual general meeting.

2. If an appointment of auditors is not made at an annual general meeting, the Secretary of State of Canada may, on the application of any shareholder of the company, appoint an auditor of the company for the current year, and fix the remuneration to be paid to him by the company for his services.

3. A director or officer of the company shall not be capable of being appointed auditor of the company.

4. A person, other than a retiring auditor, shall not be capable of being appointed auditor at an annual general meeting unless notice of an intention to nominate that person to the office of auditor has been given by a shareholder to the company not less than fourteen days before the annual general meeting, and the company shall send a copy of any such notice to the retiring auditor, and shall give notice thereof to the shareholders, either by advertisement or in any other mode provided by the by-laws of the company, not less than seven days before the annual general meeting.

Provided that if, after notice of the intention to nominate an auditor has been so given, an annual general meeting is called for a date fourteen days or less after the notice has been given, the notice, though not given within the time required by this provision, shall be deemed to have been properly given for the purposes thereof, and the notice to be sent or given by the company may, instead of being sent or given within the time required by this provision, be sent or given at the same time as the notice of the annual general meeting.

5. The first auditors of the company may be appointed by the directors before the statutory meeting, and if so appointed shall hold office until the first annual general meeting, unless previously removed by a resolution of the shareholders in general meeting, in which case the shareholders at that meeting may appoint auditors.

6. The directors may fill any casual vacancy in the office of auditor, but while any such vacancy continues the surviving or continuing auditor or auditors, if any, may act.

7. The remuneration of the auditors of a company shall be fixed by the company in general meeting, except that the remuneration of any auditors appointed before the

statutory meeting, or to fill any casual vacancy, may be fixed by the directors.

Powers and duties of auditors.

9. Every auditor of a company shall have a right of access at all times to the books and accounts and vouchers of the company, and shall be entitled to require from the directors and officers of the company such information and explanation as may be necessary for the performance of the duties of the auditors.

2. The auditors shall make a report to the shareholders on the accounts examined by them, and on every balance sheet laid before the company in general meeting during their tenure of office, and the report shall state:—

(*a*) whether or not they have obtained all the information and explanations they have required; and

(*b*) whether, in their opinion, the balance sheet referred to in the report is properly drawn up so as to exhibit a true and correct view of the state of the company's affairs according to the best of their information and the explanations given to them, and as shown by the books of the company.

3. The balance sheet shall be signed on behalf of the board by two of the directors of the company, and the auditor's report shall be attached to the balance sheet, or there shall be inserted at the foot of the balance sheet a reference to the report, and the report shall be read before the company in general meeting, and shall be open to inspection by any shareholder.

4. Any shareholder shall be entitled to be furnished with a copy of the balance sheet and auditors' report at a charge not exceeding ten cents for every hundred words.

5. If any copy of a balance sheet which has not been signed as required by this section is issued, circulated or published, or if any copy of a balance sheet is issued, circulated, or published without either having a copy of the auditors' report attached thereto or containing such reference to that report as is required by this section, the company, and every director, manager, secretary, or other officer of the company who is knowingly a party to the default, shall on summary conviction be liable to a fine not exceeding two hundred dollars.

Rights of preference shareholders, etc., as to receipt and inspection of reports, etc.

10. Holders of preference shares and debentures of a company shall have the same right to receive and inspect the balance sheets of a company and the reports of the auditors and other reports as is possessed by the holders of ordinary shares in the company.

2. This section shall not apply to a private company nor to a company incorporated before the first day of July nineteen hundred and fourteen

ANNUAL RETURNS.

11. Every company having a share capital shall, on or before the first day of June in every year, make a list of all persons who on the thirty-first day of March next preceding were shareholders of the company. Annual returns.

2. The list must state the names, addresses and occupations of all shareholders therein mentioned and the number of shares held by each of the members on the said thirty-first day of March, and must contain a summary distinguishing between shares issued for cash and shares issued as fully or partly paid up otherwise than in cash, and specifying the following particulars:— List of shareholders. Summary. Particulars.

(*a*) The corporate name of the company;

(*b*) The manner in which the company is incorporated whether by special Act or by letters patent and the date thereof;

(*c*) The place of the head office of the company, giving the street and number thereof when possible;

(*d*) The date upon which the last annual meeting of shareholders of the company was held;

(*e*) The amount of the share capital of the company, and the number of shares into which it is divided;

(*f*) The number of shares taken from the commencement of the company up to the date of the return;

(*g*) The amount called up on each share;

(*h*) The total amount of calls received;

(*i*) The total amount of calls unpaid;

(*j*) The total amount of the sums (if any) paid by way of commission in respect of any shares, bonds or debentures, or allowed by way of discount in respect of any bonds or debentures;

(*k*) The total number of shares forfeited;

(*l*) The total amount of shares issued as preference shares and the rate of dividend thereon;

(*m*) The total amount paid on such shares;

(*n*) The total amount of debentures, debenture stock or bonds authorized and the rate of interest thereon;

(*o*) The total amount of debentures, debenture stock or bonds issued;

(*p*) The total amount paid on debentures, debenture stock or bonds;

(*q*) The total amount of share warrants issued;

(*r*) The names and addresses of the persons who at the date of the return are the directors of the company, or

occupy the position of directors, by whatever name called.

Statement of capital, liabilities and assets.

3. The summary must also (except where the company is a private company) include a statement, made up to such date as may be specified in the statement, in the form of a balance sheet audited by the company's auditor or auditors, and containing a summary of its share capital, its liabilities, and its assets, giving such particulars as will disclose the general nature of those liabilities and assets, and how the values of the fixed assets have been arrived at, but the balance sheet need not include a statement of profit and loss.

List and summary to be filed, signed and verified.

4. The above list and summary must be completed and filed in duplicate in the Department of the Secretary of State on or before the first day of June aforesaid. Each of the said duplicates shall be signed by the president and the manager or, if they are the same person, by the president and by the secretary of the company, and shall be duly verified by their affidavits. There shall also be filed therewith an affidavit proving that the copies of the said list and summary are duplicates.

Penalty for default.

5. If a company makes default in complying with the requirements of this section it shall be liable to a fine not exceeding twenty dollars for every day during which the default continues, and every director or manager of the company who knowingly and wilfully authorizes or permits the default shall be liable to the like penalty and such fines may be recoverable on summary conviction.

Endorsement of list and summary.

6. The Secretary of State of Canada, or an official of the Department of the Secretary of State designated for that purpose, shall endorse upon one duplicate of the above list and summary the date of the receipt thereof at the Department of the Secretary of State, and shall return the said duplicate list and summary to the company and the same shall be retained at the head office of the company available for perusal or for the purpose of making copies thereof or extracts therefrom by any shareholder or creditor of the company.

Proof of endorsement.

7. The duplicate of the said list and summary endorsed as aforesaid shall be *prima facie* evidence that the said list and summary were filed in the Department of the Secretary of State pursuant to the provisions of this section on any prosecution under subsection 5 of this section, and the signature of an official of the Department of the Secretary of State to the endorsement on the said duplicate shall be deemed *prima facie* evidence that the said official has been designated to affix his signature thereto.

Proof of failure to file list.

8. A certificate under the hand and seal of office of the Secretary of State of Canada that the aforesaid list and

summary in duplicate were not filed in the Department of the Secretary of State by a company pursuant to the provisions of this section shall be *prima facie* evidence on a prosecution under subsection 5 of this section that such a list and summary were not filed in the Department of the Secretary of State.

Application of section.

9. This section shall, *mutatis mutandis*, be applicable to companies without share capital with respect to a list and summary setting out the particulars referred to in paragraphs (*a*), (*b*), (*c*), (*d*), (*j*) (with respect to bonds and debentures), (*n*), (*o*), (*p*), and (*r*) of subsection 2 of this section and to directors, managers and other officers of such companies.

Companies exempt.

10. Companies organized after the thirty-first day of March in any year shall not be subject to the provisions of this section until the thirty-first day of March of the following year.

Effect of failure to file list for three consecutive years.

11. The name of a company which, for three consecutive years, has omitted to file in the Department of the Secretary of State the said annual list and summary may be given in whole or in part to a new company unless the defaulting company, on notice by the Secretary of State of Canada by registered letter addressed to the company or its president as shown by its last return, proves to the satisfaction of the Secretary of State of Canada that it is still a subsisting company; provided that if at the end of one month from the date of such notice the Secretary of State of Canada shall not have received from the company or its president response to such notice, the company may be deemed not to be a subsisting corporation, and no longer entitled to the sole use of its corporate name; and further provided that when no annual list and summary has been filed by a company for three years immediately following its incorporation its name may be given to another company without notice, and such company shall be deemed not to be subsisting.

Special return on request by Secretary of State.

12. In addition to the list and summary required by section 11 of this Act, every company shall, whenever a written request is made by the Secretary of State of Canada therefor, furnish to him a list and summary, made up to such date as is specified by him, containing the particulars required by subsections 1, 2 and 3 of section 11 of this Act, and all the provisions of subsections 1 to 9, both inclusive, of the said section 11 shall apply to such list and summary.

Perusal of documents.

13. Any person may peruse the documents required by this Act to be filed by any company in the Department of the Secretary of State of Canada.

Fee.

2. For every such perusal there shall be paid such fee as may be from time to time established by the Governor in Council, not exceeding twenty-five cents for each inspection.

Certified copies.

3. Any person may require from the Department of the Secretary of State a certified copy of or extract from any letters patent incorporating a company under Part I of *The Companies Act*, or of any supplementary letters patent issued to a company under that Part, or a certified copy of or extract from any document required to be filed by this Act in the Department of the Secretary of State.

Fee.

4. For each such certified copy or extract there shall be paid such fee as may be from time to time established by the Governor in Council, not exceeding one dollar and fifty cents for a certified copy of any letters patent or supplementary letters patent, and not exceeding ten cents for each hundred words of such certified copy or extract.

Repeal.

14. Sections 92, 93, 94, 106 and 118 of *The Companies Act* are hereby repealed.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL

A

An Act to amend The Companies Act.

Received and read a first time,

Wednesday, February 10, 1915.

Second reading,

Friday, February 12, 1915.

HONOURABLE MR. DOMVILLE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL B.

An Act respecting the Pollution of Navigable Waters.

Preamble.

WHEREAS it is expedient to make provision for the prevention of the pollution of navigable waters: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Interpretation.

1. In this Act the expression "the Minister" means the Minister of Agriculture.

Prohibition of placing sewage and other refuse matter in navigable waters, except according to regulations.

2. Every person is guilty of an offence against this Act and liable on summary conviction to the penalties hereinafter provided, who puts, or causes or permits to be put or to fall, flow, or to be carried into any navigable water, or into any other water any part of which is navigable or flows into any navigable water,—

(*a*) any solid or liquid sewage matter; or,

(*b*) any other solid matter which, not being sewage, is poisonous, noxious, putrid, decomposing, refuse, or waste; or

(*c*) any liquid matter which, not being sewage, is poisonous, noxious, putrid, decomposing, refuse or waste;

unless such matter, whether solid or liquid, is disposed of in accordance with regulations or orders made or permits granted under the authority of this Act.

Exception of private persons using public sewers.

2. A person, other than a municipal or sanitary authority, shall not be guilty of an offence under this section in respect of the passing of sewage matter into a drain communicating with any sewer belonging to or under the control of any municipal or sanitary authority, if he has the sanction of the municipal or sanitary authority for such passing.

Penalties. Corporations.

3. Every corporation convicted of an offence against this Act or of a violation of any regulation or order made or

permit granted under the authority of this Act shall be liable to a fine not exceeding five hundred dollars and an additional amount of fifty dollars for each day the offence continues.

Individuals.

2. Every person, other than a corporation, who is convicted of any such offence or violation shall be liable to a fine not exceeding fifty dollars and an additional amount of ten dollars for each day the offence continues, or to imprisonment not exceeding two months, or to both such fine and imprisonment.

Disposal of fines recovered.

3. All sums of money recovered under this section shall be paid into the Consolidated Revenue Fund of Canada and shall be applied in such manner as is by the Governor in Council deemed best adapted to promote the objects of this Act and to secure its due administration.

Regulations by Governor in Council.

4. The Governor in Council may make such regulations, general or special, as are requisite or expedient to carry out the purposes and intent of this Act; and the said regulations shall have force and effect as of and from the date of the publication thereof in *The Canada Gazette*.

Authorities and officers for enforcement of Act.

2. The Minister may appoint such officers as he deems necessary to carry out and enforce the provisions of this Act, and may also designate any existing board of health or sanitary authority, or other person, for such purposes.

Orders and permits by Minister.

3. The Minister may make such orders and grant such permits as are provided for in such regulations.

Appeal from Minister's order, etc.

5. Any order or decision of the Minister under the regulations provided for in this Act shall be subject to an appeal to the superior court of original jurisdiction in the province in which such order or decision is to be enforced; and the said superior court shall have power to affirm, set aside or vary such order or decision; but pending the final determination of any such appeal the order or decision appealed from shall stand and be binding and the execution thereof shall not be stayed.

Form of appeal.

2. The appeal shall be in the form of a special case to be agreed upon by both parties, or their attorneys, and if they cannot agree, shall be settled by a judge of the said superior court upon the application of one of the parties or his attorney.

Enforcement of orders.

6. The superior court of original jurisdiction in the province in which an offence against this Act has been committed or in which any order or decision given under this Act by the Minister or by the said superior court is to be enforced, may, by summary order, require any

corporation, municipality or person to abstain from the commission of such offence or to comply with such order or decision, and generally may give such directions for carrying such order or decision into effect as to the court seems meet.

Procedure in courts.

7. Subject to the provisions of this Act, and in so far as they are not incompatible therewith, all enactments, rules and orders relating to proceedings in the superior courts of original jurisdiction in the several provinces or appeals thereto, shall apply to proceedings had or appeals taken under this Act in the same manner as if such proceedings or appeals related to a matter within the ordinary jurisdiction of the said courts.

Date and mode of operation of Act.

8. Sections 2 and 3 of this Act shall not come into operation as to any area, district or locality, until a date to be appointed by the Governor in Council by proclamation published in *The Canada Gazette* and in such other way as may be deemed advisable. Such proclamation shall also describe clearly such area, district or locality.

2. The Governor in Council may from time to time as he deems advisable issue proclamations published as aforesaid bringing the said sections 2 and 3 into operation as to additional areas, districts or localities.

3. Any proclamation issued under this Act may be revoked or amended from time to time, such revocation or amendment to be made known by proclamation published as aforesaid.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL

B.

An Act respecting the Pollution of Navigable Waters.

Received and read a first time

Wednesday, 10th February, 1915.

Second reading

Friday, 12th February, 1915.

Honourab Mr. Belcourt.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL C.

An Act for the relief of William Ewart New.

Preamble.

WHEREAS William Ewart New, of the city of Calgary, in the province of Alberta, fireman, has by his petition alleged, in effect, that on the thirtieth day of May, A.D. 1906, at the city of Toronto, in the province of Ontario, he was lawfully married to Bertha Olivia Patterson; that she was then of the said city of Toronto, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has deserted him and has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between William Ewart New and Bertha Olivia Patterson, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said William Ewart New may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Bertha Olivia Patterson had not been solemnized.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL

C

An Act for the relief of William Ewart New.

Received and read a first time

Tuesday, 9th March, 1915.

Second reading

Thursday, 11th March, 1915.

Honourable MR. TALBOT.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL D.

An Act for the relief of Helene Suzette Baxter Douglas.

Preamble.

WHEREAS Helene Suzette Baxter Douglas, presently residing at the city of Montreal, in the province of Quebec, wife of Frederick Charles Douglas, of the said city, physician, has by her petition alleged, in effect, that they were lawfully married on the fifteenth day of January, A.D. 1908, at the said city of Montreal, she then being Helene Suzette Baxter, spinster; that the legal domicile of the said Frederick Charles Douglas was then and is now in Canada; that since the said marriage he has on divers occasions committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Helene Suzette Baxter and Frederick Charles Douglas, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Helene Suzette Baxter may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Frederick Charles Douglas had not been solemnized.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL

D

An Act for the relief of Helene Suzette Baxter Douglas.

Received and read a first time

Tuesday, 9th March, 1915.

Second reading

Thursday, 11th March, 1915.

Honourable MR. MITCHELL

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL E.

An Act respecting The Premier Trust Company.

Preamble. 1913, c. 179.

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

Extension of time for commencing business.

1. The powers granted by the Act incorporating The Premier Trust Company, chapter 179 of the statutes of 1913, shall expire and that Act shall cease to be in force, for all purposes except for the winding up of the company, at the end of two years from the second day of April, 1915, unless the company goes into actual operation within such period.

Repeal.

2. Section 16 of the said Act is hereby repealed.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL

E

An Act respecting The Premier Trust Company.

Received and read a first time

Wednesday, 10ht March, 1915.

Second reading

Friday, 12th March, 1915.

Honourable MR. BELCOURT.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL F.

An Act respecting the Edmonton, Dunvegan and British Columbia Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble. 1907, c. 85. 1908, c. 104. 1910, c. 94.

1. The Edmonton, Dunvegan and British Columbia Railway Company, hereinafter called "the Company," may lay out, construct and operate a line of railway from some point on the main line of its railway as located in townships 77, 78 or 79, ranges 3, 4, 5 or 6, west of the sixth principal meridian, in the province of Alberta, thence in a generally southerly direction through Grande Prairie Land District, thence in a southerly direction to a point at or near Jasper House, in the province of Alberta. New line authorized.

2. The Company may within two years after the passing of this Act commence to construct the line of railway authorized by section 1 of this Act, and may, within five years after the passing of this Act, complete the said line of railway, and if within the said periods respectively such line is not so commenced or is not so completed and put in operation, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said line of railway as then remains uncompleted. Limits of time for for construction.

3. The limit of the amount of securities issued by the Company in respect of the line of railway authorized by section 1 of this Act shall not exceed forty thousand dollars per mile of such railway, and such securities may only be issued in proportion to the length of railway constructed or under contract to be constructed. Issue of securities.

Municipal consent to construction or operation along highways.

4. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place and upon terms to be agreed on with such municipality.

Agreements with other Companies.

R.S., c. 37.

5. Subject to the provisions of sections 361, 362 and 363 of *The Railway Act* the Company may, for any of the purposes specified in the said section 361, enter into agreements with the Grand Trunk Pacific Railway Company of Canada, The Canadian Northern Railway Company, The Athabasca and Grande Prairie Railway Company, the Brulé and Grande Prairie Railway Company, or with any of the said companies.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL

F

An Act respecting the Edmonton, Dunvegan and British Columbia Railway Company.

Received and read a first time

Wednesday, 10th March, 1915.

Second reading

Friday, 12th March, 1915.

Honourable Mr. Talbot.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915.

THE SENATE OF CANADA.

BILL G.

An Act respecting the patent of The National Wood Distilling Company.

Preamble.

WHEREAS The National Wood Distilling Company of Wilmington, in the state of North Carolina, one of the United States, and Harry C. Moore of Blairmore, in the province of Alberta, have by their petition represented that the said The National Wood Distilling Company is the owner and the said Harry C. Moore is the licensee of a certain patent issued under the seal of the Patent Office, namely, number one hundred and six thousand, nine hundred and thirty-one, for a process of destructive distillation of wood, and have prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Extension of time for manufacture.

R.S., c. 69, s. 38. 1914, c. 153, s. 3.

1. Notwithstanding anything in *The Patent Act* or in chapter 153 of the statutes of 1914, or in the patent mentioned in the preamble, the failure to construct or manufacture in Canada the invention patented under the said patent shall be deemed not to have affected the validity of the said patent, but the time for such construction or manufacture shall be deemed to have been duly extended to the end of one year from the passing of this Act, and such extension of time shall have the same effect as if applied for and granted within the time prescribed by *The Patent Act*.

Repeal.

2. Section 3 of chapter 153 of the statutes of 1914 is hereby repealed.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA

BILL

G

An Act respecting the patent of The National Wood Distilling Company.

Received and read a first time

Wednesday, 10th March, 1915.

Second reading

Friday, 12th March, 1915.

Honourable Mr. Bostock.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL H.

An Act respecting The Grain Growers' Grain Company, Limited.

WHEREAS a petition has been presented, praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble, 1911, c. 80.

1. The Grain Growers' Grain Company Limited, incorporated by chapter 80 of the statutes of 1911, may sell shares in its capital stock without limit as to number, to any company or society whether now or hereafter to be incorporated; and, subject to the powers of any such company or society, such company or society, notwithstanding section 5 of the said chapter 80, upon consent by resolution of the directors of The Grain Growers' Grain Company, Limited, being first obtained, which consent said directors are hereby authorized from time to time to give, may acquire and hold any number of shares in the capital stock of The Grain Growers' Grain Company, Limited; and such company or society shall have at all meetings of The Grain Growers' Grain Company, Limited, a vote for each share held by it in the capital stock of The Grain Growers' Grain Company, Limited. The Grain Growers' Grain Company, Limited, may enter into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise, with any such company or society, and may lend money to, or guarantee the contracts of, or otherwise assist any such company or society. Power to sell shares to other companies. Power to other companies to hold such shares. Votes on shares held. Power to company to share profits, etc., etc.

2. The Grain Growers' Grain Company, Limited, may take or otherwise acquire and hold shares in any company or society, whether now or hereafter to be incorporated, Power to hold shares of other companies.

which company or society is carrying or may carry on any business which The Grain Growers' Grain Company, Limited, is authorized to carry on; and may pay for the same in cash, or in fully paid up shares of The Grain Growers' Grain Company, Limited, or partly in cash and partly in fully paid up shares of The Grain Growers' Grain Company, Limited; and may sell or otherwise deal with such shares; and may enter into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise, with any such company or society, and may lend money to or guarantee the contracts of, or otherwise assist, any such company or society.

Sharing profits, etc., etc.

S. 12 amended.

Objects.

3. Section 12 of the said chapter 80 is hereby amended by adding at the end thereof the words: "The Company may also carry on the business of a general storekeeper in all its branches, both wholesale and retail."

S. 13 amended.

Payment for similar businesses acquired.

4. Paragraph (*f*) of section 13 of the said chapter 80 is hereby amended by adding at the end thereof the words: "and may pay for the same wholly or partly in cash, or wholly or partly in fully paid up shares of The Grain Growers' Grain Company, Limited, or wholly or partly in debentures of The Grain Growers' Grain Company, Limited, or otherwise."

S. 13 amended.

Loans to customers.

5. Paragraph (*i*) of section 13 of the said chapter 80 is hereby amended by inserting after the words: "customers of" in the first line thereof, the words:—"and others having dealings with," and by adding after the word "*Act*" in the second line thereof the words: "and may guarantee the performance of contracts of any such persons."

S. 17 amended.

Distribution of surplus.

6. Subsection 2 of section 17 of said chapter 80 is hereby amended by substituting the words: "such rate of" for the word "a" before the word "dividend" in the fifth line thereof, and adding after the said word "dividend" the words: "as may be declared by the company"; by striking out the words: "of not less than eight per cent" in the said fifth line; and by inserting after the words: "shareholders of" in the eighth line thereof, the words: "and customers of and any other persons having dealings with."

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL

H

An Act respecting The Grain Growers' Grain Company, Limited.

Received and read a first time,

Wednesday, 10th March, 1915.

Second reading,

Friday, 12th March, 1915.

HONOURABLE MR. POPE.

OTTAWA

Printed by J. DE L. TACHÉ

Printer to the King's most Excellent Majesty

1915

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL I.

An Act for the relief of Lottie Thorndike.

Preamble. WHEREAS Lottie Thorndike, presently residing at Peterborough, in the province of Ontario, wife of George Milner Thorndike, formerly of the township of Mariposa, County of Victoria, in the said province, has by her petition alleged, in effect, that they were lawfully married on the thirtieth day of May, A.D. 1894, at the town of Lindsay, in the said province, she then being Lottie McWilliams, spinster; that the legal domicile of the said George Milner Thorndike was then in Canada; that since the said marriage he has deserted her and has on divers occasions committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved. **1.** The said marriage between Lottie McWilliams and George Milner Thorndike, her husband, is hereby dissolved and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again. **2.** The said Lottie McWilliams may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said George Milner Thorndike had not been solemnized.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL

I

An Act for the relief of Lottie Thorndike.

Received and read a first time

Tuesday, 16th March, 1915.

Second reading

Thursday, 18th March, 1915.

Honourable Mr. Derbyshire.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL J.

An Act for the relief of Arthur Ernest Birdsell.

Preamble.

WHEREAS Arthur Ernest Birdsell, of the township of Brantford, in the county of Brant, in the province of Ontario, farmer, has by his petition alleged, in effect, that on the thirteenth day of November, A.D. 1895, at Waterford, in the said province, he was lawfully married to Minnie Starr; that she was then of the said township of Brantford, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has deserted him and has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Arthur Ernest Birdsell and Minnie Starr, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Arthur Ernest Birdsell may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Minnie Starr had not been solemnized.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL

J

An Act for the relief of Arthur Ernest Birdsell.

Received and read a first time

Tuesday, 16th March, 1915.

Second reading

Thursday, 18th March, 1915.

Honourable MR. RATZ.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL K

An Act respecting a patent of John Millen and Son, Limited.

Preamble.

WHEREAS John Millen and Son, Limited, have by their petition represented that they are the holders of a patent number 114,110 for an improvement in trolley wheels, issued under the seal of the Patent office of Canada, and dated the fifteenth day of September, 1908, and have prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Power to receive fees and extend term.

1. Notwithstanding anything in *The Patent Act*, or in the patent mentioned in the preamble, the Commissioner of Patents may, within three months after the passing of this Act, receive from the said John Millen and Son, Limited an application for a certificate of payment of further fees, and the usual fees for the remainder of the term of eighteen years from the date thereof, and may grant and issue to the said John Millen and Son, Limited, the certificate of payment of further fees provided for by *The Patent Act*, and an extension of the term of duration of the said patent, in as full and ample a manner as if the application therefor had been duly made and the fees paid within six years from the date of the issue of the said patent.

R.S., c. 69.

Certain rights saved.

2. If any person has, in the period between the expiry of six years from the date of the said patent, and the twenty-third day of October, nineteen hundred and fourteen, commenced to construct, manufacture, use or sell in Canada the invention covered by the said patent, such person may continue to construct, manufacture, use or sell the said invention in as full and ample a manner as if this Act had not been passed.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL

K

An Act respecting a patent of John Millen and Son, Limited.

Received and read a first time

Tuesday, 16th March, 1915.

Second reading

Thursday, 18th March, 1915.

Honourable MR. DERBYSHIRE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session. 12th Parliament. 5 George V, 1915

THE SENATE OF CANADA.

BILL L.

An Act for the relief of Adam Clarke Anderson.

Preamble.

WHEREAS Adam Clarke Anderson, of the city of Toronto, in the province of Ontario, manufacturer's agent, has by his petition alleged, in effect, that on the twenty-sixth day of July, A.D. 1879, at the said city of Toronto, he was lawfully married to Evangeline Medora Vance; that she was then of the said city of Toronto, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has deserted him and has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Adam Clarke Anderson and Evangeline Medora Vance, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Adam Clarke Anderson may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Evangeline Medora Vance had not been solemnized.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL

L

An Act for the relief of Adam Clarke Anderson.

Received and read a first time

Wednesday, 17th March, 1915.

Second reading

Friday, 19th Marth, 1915.

Honourable MR. TAYLOR.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL M.

An Act for the relief of Thomas Jefferson Moore.

Preamble.

WHEREAS Thomas Jefferson Moore, of Richardson, in the province of Saskatchewan, farmer, has by his petition alleged, in effect, that on the twenty-ninth day of January, A.D. 1905, at Durham, in the state of North Carolina, one of the United States of America, he was lawfully married to Lydia Lee Wingo; that she was then of Durham aforesaid, a spinster; that his legal domicile is now in Canada; that since the said marriage she has committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. That the said marriage between Thomas Jefferson Moore and Lydia Lee Wingo, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Thomas Jefferson Moore may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Lydia Lee Wingo had not been solemnized.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL

M

An Act for the relief of Thomas Jefferson Moore.

Received and read a first time

Wednesday, 17th March, 1915.

Second reading

Friday, 19th March, 1915.

Honourable MR. ROSS
(Moosejaw).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

3rd Session, 12th Parliament, 4 George V., 1914

THE SENATE OF CANADA.

BILL N.

An Act respecting Canadian Provident Insurance Company.

Preamble.

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

Extension of time for license.

1913, c. 97.

1. Notwithstanding anything in section 78 of *The Insurance Act, 1910*, or in the Act, chapter 97 of the statutes of 1913, incorporating Canadian Provident Insurance Company, the said chapter 97 shall be deemed not to have expired and ceased to be in force after the fifteenth day of May, 1915, but to have continued and to be in force for all purposes thereof whatsoever until the sixteenth day of May, 1917; and the Minister of Finance may, at any time not later than the fifteenth day of May, 1917, and subject to all other provisions of *The Insurance Act, 1910*, grant to that company the license necessary for carrying on business.

1910, c. 32.

Limitation.

2. If the company has not obtained the said license before the sixteenth day of May, 1917, the said chapter 97 shall then expire and cease to be in force thereafter, except for the sole purpose of winding up the company's business, but otherwise shall remain in full force and effect for all purposes thereof whatsoever.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL

N

An Act respecting Canadian Provident Insurance Company.

Received and read a first time

Thursday, 18th March, 1915.

Second reading

Tuesday, 23th March, 1915.

Honourable Mr. WATSON.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL O.

An Act respecting The Northwest Life Assurance Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1913, c. 164.

1. Section 1 of chapter 164 of the statutes of 1913 incorporating The Northwest Life Assurance Company is hereby amended by striking out the words "Robert Hamilton Fulton, banker," and "Wilbert Emerson Burke, merchant," and inserting in lieu thereof the words "Andrew Cunningham, agent", and "Alexander Leigh, accountant." S. 1 amended. Incorporators changed.

2. Notwithstanding anything in section 78 of *The Insurance Act*, 1910, or in the Act, chapter 164 of the statutes of 1913, incorporating The Northwest Life Assurance Company, the said chapter shall be deemed not to have expired and ceased to be in force after the sixth day of March, one thousand nine hundred and fifteen, but to have continued and to be in force, for all purposes whatsoever, until the first day of May, one thousand nine hundred and seventeen; and the Minister of Finance may, at any time not later than the thirtieth day of April, one thousand nine hundred and seventeen, and subject to all other provisions of *The Insurance Act*, 1910, grant to the said company the license necessary for carrying on business. Extension of time for license. 1910, c. 32.

3. If the said company has not obtained the said license before the first day of May, one thousand nine hundred and seventeen, the said chapter 164 of the statutes of 1913 Limitation.

shall then expire and cease to be in force thereafter, except for the sole purpose of winding up the company's business, but otherwise shall remain in full force and effect for all purposes thereof whatsoever.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL

()

An Act respecting The Northwest Life Assurance Company.

Received and read a first time

Friday, 19th March, 1915.

Second reading

Wednesday, 24th March, 1915.

Honourable MR. ROSS
(Moosejaw).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL P.

An Act for the relief of Austin McPhail Bothwell.

WHEREAS Austin McPhail Bothwell, of the city of Winnipeg, in the province of Manitoba, lecturer, has by his petition alleged, in effect, that on the ninth day of May, A.D. 1910, at the city of Montreal, in the province of Quebec, he was lawfully married to Dorothy Jean Couper; that she was then of the city of London, England, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. The said marriage between Austin McPhail Bothwell and Dorothy Jean Couper, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

2. The said Austin McPhail Bothwell may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Dorothy Jean Couper had not been solemnized. Right to marry again.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL

P

An Act for the relief of Austin McPhail Bothwell.

Received and read a first time,

Friday, 19th March, 1915.

Second reading,

Wednesday, 24th March, 1915.

HONOURABLE MR. DERBYSHIRE

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL Q.

An Act for the relief of Agnes Gravelle.

Preamble.

WHEREAS Agnes Gravelle, presently residing at Portsmouth, in the province of Ontario, wife of Thomas Wilfred Gravelle, of the city of Calgary, in the province of Alberta, has by her petition alleged, in effect, that they were lawfully married on the twenty-eighth day of December A.D. 1908, at the city of Winnipeg, in the province of Manitoba, she then being Agnes Mathewson, spinster; that the legal domicile of the said Thomas Wilfred Gravelle was then and is now in Canada; that since the said marriage he has deserted her and has committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Agnes Mathewson and Thomas Wilfred Gravelle, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Agnes Mathewson may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Thomas Wilfred Gravelle had not been solemnized.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL

Q

An Act for the relief of Agnes Gravelle.

Received and read a first time

Friday, 19th March, 1915.

Second reading

Wednesday, 24th March, 1915.

Honourable MR. DERBYSHIRE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL R.

An Act for the relief of Clara Elizabeth Darnell.

Preamble.

WHEREAS Clara Elizabeth Darnell, presently residing at Port Arthur, in the province of Ontario, wife of Hugh Balfour Darnell, formerly of the city of St. Johns, in the province of Quebec, now residing at Peking, China, insurance agent, has by her petition alleged, in effect, that they were lawfully married on the ninth day of September, A.D. 1903, according to the provisions of the statute of the United Kingdom of Great Britain and Ireland known as *The Foreign Marriage Act*, 1892, at the office of the British Consul General at Manila, one of the possessions of the United States of America; she then being Clara Elizabeth MacKenzie, spinster; that the legal domicile of the said Hugh Balfour Darnell was then and is now in Canada; that since the said marriage he has on divers occasions committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Clara Elizabeth MacKenzie and Hugh Balfour Darnell, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Clara Elizabeth MacKenzie may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Hugh Balfour Darnell had not been solemnized.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL

R

An Act for the relief of Clara Elizabeth Darnell.

Received and read a first time

Friday, 19th March, 1915.

Second reading

Wednesday, 24th March, 1915.

HONOURABLE MR. DERBYSHIRE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL S.

An Act to amend The Canada Grain Act.

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

1. Section 27 of *The Canada Grain Act*, chapter 27 of the statutes of 1912, is amended by adding thereto the following subsection:— 1912, c. 27, s. 27 amended.

"2. Such certificate shall be in all cases, *primâ facie* evidence of the facts therein contained." Inspecting officer's certificate.

2. Subsection 4 of section 126 of the said Act, as enacted by section 9 of chapter 21 of the statutes of 1913, is repealed and the following is substituted therefor:— s. 126 amended. Terminal elevators.

"4. No grain shall leave a terminal elevator without being officially weighed, and the official certificate of weight shall be conclusive evidence of the weight of such grain." Official weighing. Official certificate of weight.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL

S

An Act to amend The Canada Grain Act.

Received and read a first time

Tuesday, 23rd March, 1915.

Second reading

Thursday, 25th March, 1915.

Honourable Mr. LOUGHEED.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

THE SENATE OF CANADA.

BILL T.

AS PASSED BY THE SENATE, 23rd MARCH, 1915.

An Act for the relief of Alexander McIntyre.

Preamble.

WHEREAS Alexander McIntyre, of the city of Toronto, in the province of Ontario, steelworker, has by his petition alleged, in effect, that on the thirteenth day of April, A.D. 1893, at the city of Hamilton, in the said province, he was lawfully married to Elizabeth Kennedy; that she was then of the said city of Hamilton, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Alexander McIntyre and Elizabeth Kennedy, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Alexander McIntyre may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Elizabeth Kennedy had not been solemnized.

THE SENATE OF CANADA.

BILL U.

AS PASSED BY THE SENATE, 23rd MARCH, 1915.

An Act for the relief of Violet Burnett Delmege.

Preamble.

WHEREAS Violet Burnett Delmege, presently residing at the city of Montreal, in the province of Quebec, wife of Vassall Lavicount Delmege, formerly of the said city of Montreal, bank clerk, has by her petition alleged, in effect, that they were lawfully married on the first day of June, A.D. 1910, at the city of Westmount, in the said province, she then being Violet Burnett Cooke, spinster, that the legal domicile of the said Vassall Lavicount Delmege was then and is now in Canada; that since the said marriage he has on divers occasions committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Violet Burnett Cooke and Vassall Lavicount Delmege, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Violet Burnett Cooke may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Vassall Lavicount Delmege had not been solemnized.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL V.

AS PASSED BY THE SENATE, 23rd MARCH, 1915.

An Act for the relief of Alice Beckett.

Preamble.

WHEREAS Alice Beckett, presently residing at Medicine Hat, in the province of Alberta, wife of William Beckett, of the city of Calgary, in the said province, bank messenger, has by her petition alleged, in effect, that they were lawfully married on the fourteenth day of December, A.D., 1899, at Walton le Dale, Lancashire, England, she then being Alice Winterbottom, spinster; that the legal domicile of the said William Beckett was then in England and is now in Canada; that since the said marriage he has deserted her and has on divers occasions committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Alice Winterbottom and William Beckett, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Alice Winterbottom may at any time thereafter marry any man whom she might lawfully marry if the said marriage with the said William Beckett had not been solemnized.

5th Session, 12th Parliament 5 George V, 1915

THE SENATE OF CANADA.

BILL W.

An Act to amend The Gold and Silver Marking Act, 1913.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1913, c. 19.

1. Sections 13, 14 and 15 of *The Gold and Silver Marking Act, 1913*, are repealed and the following are substituted therefor:—

"**13.** Every one is guilty of an offence, and liable, on summary conviction thereof, to a fine not exceeding one hundred dollars and not less than twenty-five dollars for each article or part of an article in respect of which the conviction is had, who being a dealer,— Offences made punishable on summary conviction and minimum penalties added.

(*a*) applies to an article any mark not authorized by this Act, or by regulation made under the authority of this Act, to be applied thereto;

(*b*) applies to an article any mark in a manner not so authorized;

(*c*) omits or neglects to apply to an article any mark required by this Act, or by regulation made under the authority of this Act, to be applied thereto;

(*d*) makes in Canada, sells in Canada, or imports or otherwise brings into Canada, an article to which any mark not authorized by this Act, or by regulation made under authority of this Act, is applied, or to which a mark is applied in a manner not so authorized, or which has not applied thereto any mark required by this Act, or by such regulation, to be applied thereto;

(*e*) in any other way contravenes any provision of this Act, or of any such regulation, as to the application of marks to articles;

(*f*) attempts to commit any offence described in the foregoing paragraphs of this section.

"**14.** Every one is guilty of an offence, and liable, on summary conviction thereof, to a fine not exceeding one hundred dollars and not less than twenty-five dollars, who, being a dealer,—

(*a*) applies to a plated article any mark which guarantees or purports to guarantee, or induces or tends to induce a belief, that the gold or silver with which the article is plated will wear or last for any time whether specified or not;

(*b*) makes in Canada, sells in Canada, or imports or otherwise brings into Canada any plated article to which any such mark is applied;

(*c*) in Canada prints, causes to be printed, issues, publishes, or otherwise makes use of, any printed or written matter of the nature of an advertisement guaranteeing or purporting to guarantee, or inducing or tending to induce a belief, that the gold or silver with which a plated article is plated will wear or last for any time whether specified or not;

(*d*) imports or otherwise brings into Canada any such printed or written matter;

(*e*) attempts to commit any offence described in the foregoing paragraphs of this section.

Metal of articles seized made forfeitable to Crown.

"**15.** Every article in respect of which a conviction is had under this Act shall be broken or defaced and the metal thereof shall be forfeited to the Crown and all printed or written matter in respect of which a conviction is so had shall be destroyed."

Officer empowered to seize and retain articles.

2. Section 16 of the said Act is amended by adding thereto the following sub-section:—

"2. Such officer may seize any article to which this Act applies and which is marked otherwise than in accordance with the provisions of this Act, or of the regulations made thereunder, and may retain the same until the prosecution for the offence committed in respect of such article has been finally decided by the courts. After a conviction has been obtained and the prosecution finally decided, the article shall be broken or defaced and the metal thereof forfeited to the Crown, as provided in section 15 of this Act."

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL

W

An Act to amend The Gold and Silver Marking Act, 1913.

Received and read a first time

Wednesday, 24th March, 1915.

Second reading

Thursday, 25th March, 1915.

HONOURABLE MR. LOUGHEED.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE HOUSE OF COMMONS OF CANADA.

BILL X.

An Act respecting The Moncton and Northumberland Strait Railway Company.

Preamble.

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

1913, c. 79.

Extension of time for construction.

1. The Moncton and Northumberland Strait Railway Company may commence the construction of its railway from Buctouche to a point in the Richibucto Harbour at Richibucto in the province of New Brunswick, and from Richibucto to Chatham or Loggieville in the said province, and from a point at Painsec Junction on the line of the Intercolonial Railway to a point at or near Cape Tormentine in the said province, and from a point at Westpoint in the province of Prince Edward Island to Coleman on the main line of the Prince Edward Island Railway, and expend fifteen per cent of the amount of its capital stock thereon within two years after the passing of this Act; and may complete the said railway and put it in operation within five years after the passing of this Act; and if, within the said periods respectively, the said railway is not so commenced and such expenditure is not so made, or if the said railway is not so completed and put in operation the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

Present time limit repealed.

2. Section 6 of chapter 79 of the statutes of 1913 is hereby repealed.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL X.

An Act respecting The Moncton and Northumberland Strait Railway Company.

Received and read first and second times Wednesday, 24th March, 1915.

Honourable MR. POIRIER.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL Y.

An Act respecting The Grand Council of the Catholic Mutual Benefit Association of Canada.

Preamble. 1893, c. 90. 1905, c. 77. 1914, c. 136.

WHEREAS Thomas Smith, of the city of Ottawa, in the county of Carleton, civil servant, William J. Sutherland, of the town of Smiths Falls, in the county of Lanark, engineer, Jean M. Briand and Joseph Larue, both of the said city of Ottawa, civil servants, members of The Grand Council of the Catholic Mutual Benefit Association of Canada in good standing who were admitted to said Association before 1st November, 1907, have by their petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition:

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

1. Chapter 136 of the statutes of 1914 (first session) is hereby amended by adding thereto the following section:—

"**2.** The preceding section of this Act shall not come into force or have any effect until the Grand Trustees call a convention for general business of said Association and submit thereto the increased rates, liens and options proposed by them."

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA

BILL

Y

An Act respecting The Grand Council of the Catholic Mutual Benefit Association of Canada.

Received and read a first time

Thursday, 25th March, 1915.

Second reading

Friday, 26th March, 1915.

Honourable MR. MCSWEENEY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1915

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL Z.

AS PASSED BY THE SENATE, 25th MARCH, 1915.

An Act for the relief of Thomas Batin Harries.

Preamble.

WHEREAS Thomas Batin Harries, of the city of Calgary, in the province of Alberta, veterinary surgeon, has by his petition alleged, in effect, that on the fourteenth day of August, A.D. 1911, at the town of Banff, in the said province, he was lawfully married to Minnie Henrietta Miebach; that she was then of Wabamun, in the said province; that his legal domicile was then and is now in Canada; that since the said marriage she has deserted him and has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Thomas Batin Harries and Minnie Henrietta Miebach, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Thomas Batin Harries may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Minnie Henrietta Miebach had not been solemnized.

THE SENATE OF CANADA.

BILL A1.

AS PASSED AY THE SENATE, 25th MARCH, 1915.

An Act for the relief of William John Owen Delaney.

Preamble.

WHEREAS William John Owen Delaney, of the city of Toronto, in the province of Ontario, electrician, has by his petition alleged, in effect, that on the twenty-seventh day of December, A.D. 1905, at the said city of Toronto, he was lawfully married to Louisa Harrison; that she was then of the said city of Toronto, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between William John Owen Delaney and Louisa Harrison, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said William John Owen Delaney may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Louisa Harrison had not been solemnized.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL B1.

AS PASSED BY THE SENATE, 25th MARCH, 1915.

An Act for the relief of Edith May Webster Boydell.

Preamble.

WHEREAS Edith May Webster Boydell, presently residing at the city of Sherbrooke, in the province of Quebec, wife of Arthur Trevor Boydell, formerly of the said city of Sherbrooke, book-keeper, has by her petition alleged, in effect, that they were lawfully married on the twentieth day of February, A.D. 1906, at the said city of Sherbrooke, she then being Edith May Webster, spinster; that the legal domicile of the said Arthur Trevor Boydell was then and is now in Canada; that since the said marriage he has deserted her and has on divers occasions committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Edith May Webster and Arthur Trevor Boydell, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Edith May Webster may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Arthur Trevor Boydell had not been solemnized.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL C1.

AS PASSED BY THE SENATE, 25th MARCH, 1915.

An Act for the relief of William Robert Delaney.

Preamble.

WHEREAS William Robert Delaney, of the city of Ottawa, in the province of Ontario, mechanic, has by his petition alleged, in effect, that on the second day of January, A.D. 1905, at the city of Toronto, in the said province, he was lawfully married to Nellie Hook; that she was then of the said city of Toronto, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between William Robert Delaney and Nellie Hook, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said William Robert Delaney may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Nellie Hook had not been solemnized.

5th Session, 12th Parliament, 5 George V, 1915

THE SENATE OF CANADA.

BILL F1.

AS PASSED BY THE SENATE, 1st APRIL, 1915.

An Act for the relief of Cecil Howard Lambert.

WHEREAS Cecil Howard Lambert, of the city of Toronto, in the province of Ontario, accountant, has by his petition alleged, in effect, that on the twenty-third day of December, A.D. 1905, at the said city of Toronto, he was lawfully married to Pearl Eva King; that she was then of the said city of Toronto, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— Preamble.

1. The said marriage between Cecil Howard Lambert and Pearl Eva King, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

2. The said Cecil Howard Lambert may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Pearl Eva King had not been solemnized. Right to marry again.

INDEX TO BILLS OF 1914-15.

Adulteration Act (to amend)	114
Alberta Central Ry. Co.	4
Anderson - Adam Clarke	I
Athabasca & Grand Prairie Co.	5
Athabasca Northern Ry Co.	41
Austral Insurance Co.	48
Bank Act.	78
Bank of Alberta	62
Birdsell - A.E. Relief .	J
Bothwell - Austin McPhail	P
Brantford Hamilton Electric Ry.Co.	6
British Columbia Southern Ry.Co.	31
British Columbia & White River Ry.Co.	7
Brulé, Grand Prairie & Peace River Ry.Co.	32
Calgary & Fernie Ry.Co.	49
C.M.B.Association of Canada.	Y
Canada Grain Act. (to amend)	S
Canada Preferred Insurance Co.	42
Canadian Northern Ry.Co.	20
Canadian Northern Ontario Ry.Co.	21. 33. 68.
Canadian Northern Quebec Ry.Co.	22
Canadian Northern Ry.Co. & G.T.P.Ry.Co.	14
Canadian Pacific Ry.	17. 68.
Canadian Patriotic Fund Act.	39
Canadian Provident Insurance Co.	N

Canadian Western Ry. Co. 50

Canadians on Active military Service. 111

Casualty Co. of Canada. 58

Catholic Truth Society of Canada 63

Chartered Trust & Executor Co. 16

Civil Service Amendment Act, 1908. 47

Colonial Bank (Canada) 69

Companies Act (to amend) A

Criminal Code (To amend) 18. 19.40.74..

Customs Tariff 1907 (to amend) 75

Darnell - Clara Elizabeth R

Dominion Controverted Elections Act 109

Dominion Elections Act (to amend) 94.110.

Dominion Notes 95

Douglas - Helena . Suzette. D

Edmonton Dunvegan & British Columbia Ry.Co. 8

Empire Life Insurance Co. of Canada. 59

Entwistle & Alberta Southern Ry.Co. 60

Essex Terminal Ry. Co. 9

Foresters - Independent Order of- 12

General Trust Co. of Canada 70

Gold & Silver Marking Act. 1913. W

Government Ry. Act. (to amend) 105

Grain Growers' Grain Co. Ltd. H

Grand Council of the C.M.B.Assn. of Canada. Y

Grand Trunk Ry. Co. 10

Gravelle - Agnes. Q

Hudson Bay, Peace River & Pacific Ry.Co. 11

Huron & Erie Loan & Savings Co.(change of name to Huron & Erie Mortgage Corporation) 43

Independent Order of Foresters Consolidated . 12

Inland Revenue Act (to amend) 115.116

Insurance Act (to amend) 56.79

James Bay & Eastern Ry.Co. 23

Judges Act (to amend) 93

Kettle Valley Ry.Co. 51

Lohmann Co. (patents) 44

Manitoba & North Western Ry.Co. 34

Marcil Trust Co. 53

Military & Naval Defence. 87

Millen & Son - John, Ltd. (patent) K

Mills Equipment Co.Ltd. 64

Moncton & Northumberland Strait Ry.Co. X

Montreal Ottawa & Georgian Bay Canal Co. 52

Montreal & Southern Counties Ry .Co. 13

Moore, Thomas Jefferson. M

McBean - Duncan Donald (patents) 15

National Transcontinental Ry. Act (to amend) 119

National Wood Distilling Co. G

Navigable Waters-Pollution of 2B

New - Wm. Ewart. (Relief of) C

Niagara-Welland Power Co. 35

Northern Pacific & British Columbia Ry.Co. 36

North West Life Assurance Co. O

Ottawa & New York Ry.Co. 24

Pacific, Peace River & Athabasca Ry.Co. 37

Pollution of Navigable Waters. 2B

Premier Trust Co. E

Railway Act (to amend) 30. 3. 66

Representation Act. 106

Revenue to meet War Expenditures. 76

St.Lawrence & Adirondack Ry.Co. 27

Senate-House of Commons Act 57. 77

Simcoe, Grey & Bruce Ry.Co. 61

South Ontario Pacific Ry.Co. 25

Southern Central Pacific Ry.Co. 26

Sterling Life Assurance Co. of Canada 71

Sud Grain & Fodder Relief 85

Supreme Court Act 121

Thorndike - Lottie. I

Title & Trust Co. (change name to "Chartered Trust & Executor Co") 16

Toronto Eastern Ry.Co. 28

Toronto Hamilton & Buffalo Ry.Co. 65

Toronto Terminals Ry.Co. 54

Van Buren Bridge Co. 29

Vancouver Life Insurance Co. 45

Vancouver Terminal Ry.Co. 55

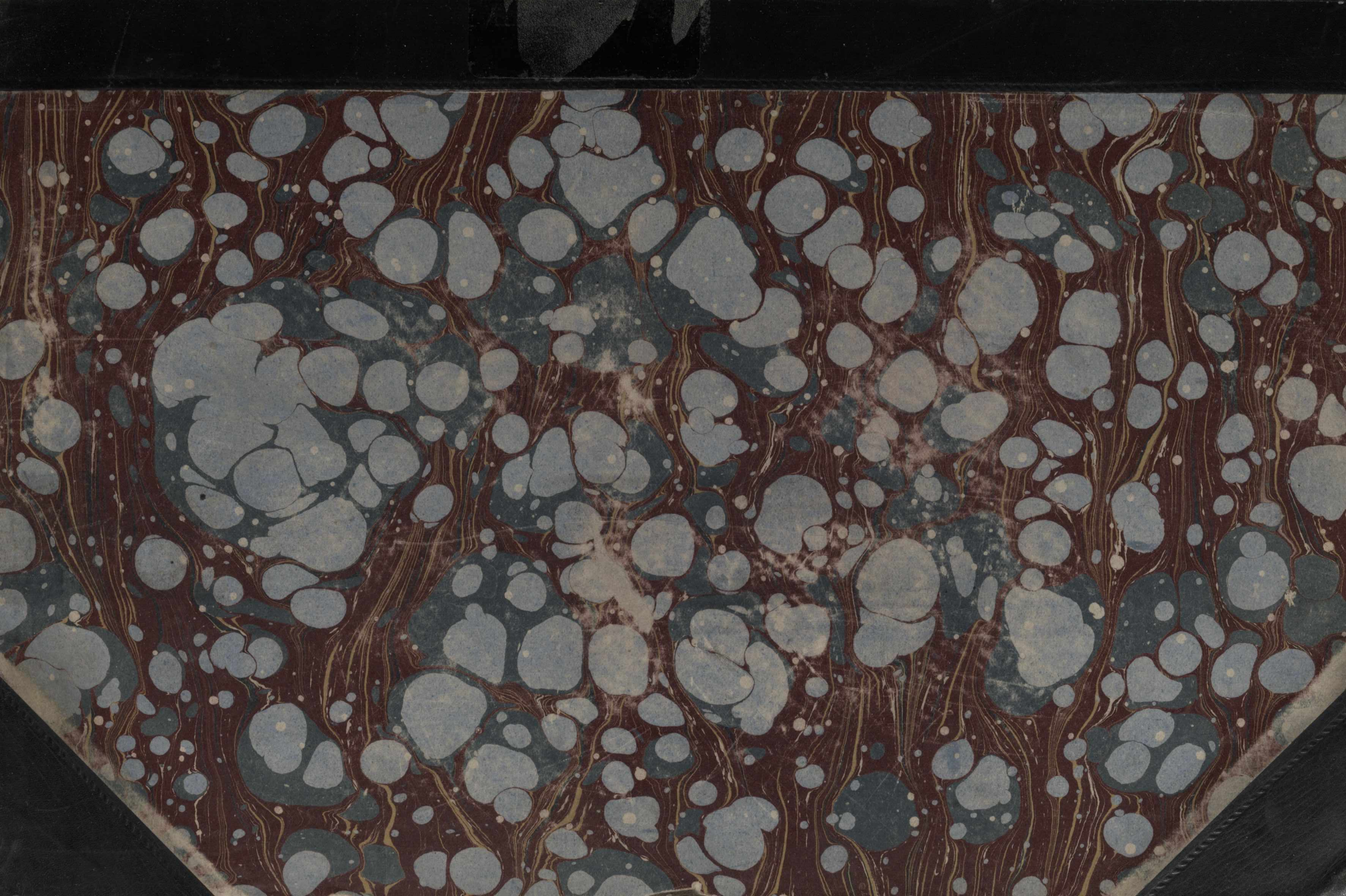
Vancouver, Victoria & Eastern Ry. Nav. Co. 38

Voting on Active Service 111

War Expenditures - Revenue 76

Western Dominion Ry.Co. 11

Winding-Up Act. 122

Winnipeg & Hudson Bay Ry. Co. 11

Yukon Placer Mining Act (to amend) 67