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No. 119.

5th Session, 1st Parliament, 35 Victoria, 1872.

BILL.

An Act to incorporate the Gananoque and
Wiltzie Navigation Company.

PRIVATE BILL.

MR. SHANLY.

OTTAWA:

Printed by I. B. TAYLOR, 29, 31 and 33, Rideau Street,
1872.

An Act to incorporate the Gananoque and Wiltsie Navigation Company.

WHEREAS an Act was passed by the Legislature of the late Province of Upper Canada, in the sixth year of the reign of His late Majesty King William the Fourth, intituled "An Act to incorporate certain persons under the style and title of the Gananoque and Wiltsie Navigation Company," and whereas the persons hereinafter named, and others, have by their petition represented that the improvements authorized by the said Act, were not carried into effect, and that they are desirous that the powers thereby conferred may be revised and extended, so as to empower them to improve the navigation of the rivers Gananoque and Wiltsie, and the adjacent waters extending to the Rideau Canal, and it is expedient to grant their prayer: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. David Ford Jones, Samuel McCammon, Joshua Legge, Junr., Henry Green, Reuben P. Colton, Robert Byers, Peter Green, W. Webster, and others, with all such other persons and corporations as shall become shareholders in the company hereby incorporated, shall be and are hereby constituted a body corporate and politic, by the name of the "Gananoque and Wiltsie Navigation Company."

2. The said company shall have power to explore the country through which the Gananoque and Wiltsie Rivers now run, and the waters adjacent thereto leading to the Rideau Canal, and to construct such works as may be necessary to improve the navigation thereof, and to form a continuous navigation from the Rideau Canal to the River St. Lawrence, or at their option to connect any points on the said line of navigation by means of one or more short rail or tramways.

3. The capital stock of the said company shall be fifty thousand dollars, to be held in shares of twenty dollars each; and the shares of the said capital stock shall after the first instalment thereon shall have been paid, be transferable by the respective persons subscribing or holding the same to any other person or persons, but no assignment or transfer shall be valid and effectual, unless it be made with the consent of the directors, and registered in the books to be kept by the said company for that purpose.

4. David Ford Jones, Samuel McCammon, Joshua Legge, Junr., Henry Green, Reuben P. Colton, are hereby constituted a board of Provisional Directors of the said company, and shall hold office as such until other directors shall be appointed under the provisions of this Act by the shareholders, and shall have power and authority to fill vacancies occurring therein, to open stock books and procure subscriptions for the undertaking, to make calls upon subscribers, to cause surveys and plans to be made and executed, and to call a general meeting of shareholders for the election of other directors as hereinafter provided. The said directors are hereby empowered to take all necessary steps for opening the stock books for the subscription of parties desirous of becoming shareholders in the said

company, and all parties subscribing to the capital stock of the said company shall be considered proprietors and partners in the same.

First general meeting.

5. When and so soon as one-tenth part of the said capital stock shall have been subscribed, as aforesaid, and one-tenth of the amount so subscribed paid in, the said directors, or a majority of them may call a meeting of shareholders at such time and place as they shall think proper, giving at least two weeks' notice in one or more newspapers published at Gananoque, at which said general meeting, and at the annual general meetings in the following sections mentioned, the shareholders present either in person or by proxy, shall elect not less than three, nor more than seven directors (as may be provided by by-law), in the manner, and qualified as hereinafter provided, which said directors, together with the ex-officio directors hereinafter provided for, shall constitute a board of directors, and shall hold office until the first Tuesday in February in the year following their election.

Election of directors.

Annual general meeting.

Notice of

qualification and election of Directors.

6. On the said first Tuesday in February in each year thereafter, at the principal office of the said company, there shall be held a general meeting of the shareholders of the company, at which meeting the said shareholders shall elect a like number of not less than three, nor more than seven directors for the then ensuing year, in the manner and qualified as hereinafter provided; and public notice of such annual meeting and election shall be published one month before the day of election, in one or more newspapers in the village of Gananoque, and the election for Directors shall be by ballot, and the persons so elected shall form the board of Directors; provided, however, that no person shall be elected a director unless he shall be the holder and owner of at least five shares of the said company and shall have paid up all calls upon the stock.

Directors appointed by Municipality holding stock.

7. Any municipality holding stock in the said company to the amount of four thousand dollars, shall be entitled to appoint a director, who shall serve on the board in addition to the elected directors.

Company may borrow and grant bonds, debentures and mortgages

8. The said company may from time to time lawfully borrow, either in Canada, or elsewhere, such sum or sums of money as they may find expedient, and may make the bonds, debentures, or other securities, they shall grant for the sums so borrowed, payable either in currency or in sterling, and at such place, or places, within, or without this Dominion, as they may deem advisable, and may mortgage, or pledge the lands, tolls, revenues, or other property of the said company, for the due payment of the said sums, and the interest thereon; and the said company may issue debentures, in sums of not less than one hundred dollars currency, at not less than twelve months; Provided always that the sum or sums so borrowed, shall not at any time exceed the sum of twenty-five thousand dollars.

Proviso.

Plans, &c., to be submitted to Governor in Council in first instance.

9. Before the said Company shall break ground, or commence the construction of the above mentioned works, the plans, location, and all necessary particulars of the same shall have been submitted to, and received the sanction of the Governor in Council: Provided always that the said Company shall, at their own cost and charges, make and maintain such works as may be necessary to secure the safest and most prompt working of the trains upon any line of Railway that their works may intersect, that the charges of watching any such works shall be paid by the Navigation Company; that all works rendered necessary by the intersection of any lines of Railway shall be submitted by the Companies owning the said Railway lines, and approved of by the Governor General in Council before being commenced, and that full and proper compensation shall be made to the Railway Companies for the injury and damage done to their lines by such intersection.

Company liable for damage to intersecting railways.

Right of entry

10. For the purposes of this Act, the said Company, their Deputies,

Servants, Agents, and Workmen, are hereby authorized and empowered to enter into and upon any lands and grounds of the Queen's Most Excellent Majesty, not hereinafter excepted, or of any person or persons, bodies politic or corporate or collegiate, or communities or persons whatsoever, and to survey and take levels of the same, or any part thereof, and to set out and ascertain such parts thereof as they shall think necessary and proper for making the said works hereby authorized, and all such works, matters and conveniences as they shall think proper and necessary for making, effecting, preserving, improving, completing, maintaining and using the said intended works, and to dig, cut, trench, get, remove, take, carry away and lay earth, clay, stone, soil, rubbish, trees, roots of trees, beds of gravel or sand, or any other matters or things which may be dug or got in the making of any canal, or in deepening or improving the navigation of any river or rivers, lake or lakes, in connection with, and forming part of the intended navigation, or out of any land of any person or persons adjoining or contiguous thereto, and which may be proper or convenient for carrying on the repairing of the said works, or which may hinder or obstruct the making, completing, and using the same, and the same to lay in or upon the boundaries of any canal, river and lake forming portions of the said navigation, or in and upon the land of any other person or persons adjoining thereto; and also to make, build, erect and set up in and upon the said navigation, or upon the land adjoining or near the same, such and so many wharves, quays, piers, landing places, bridges, tunnels, aqueducts, sluices, rivers, pens for water, tanks, reservoirs, drains, bridges, and other ways, roads, and works, as the said company shall think requisite and convenient for the purpose of the said navigation; and also, from time to time, to alter, enlarge, amend, and repair the said works, or any of them, for conveying all manner of materials necessary for making, erecting, altering, or repairing, widening, or enlarging the said works, or any part thereof, and also, to place, lay, work, and manufacture the said materials, and erect such workshops, forges, and other erections as they may deem necessary, upon the lands near the said works; and to make, maintain, and alter any places or passages, over, under or through any part of the said navigation; and also to make, purchase, set up, and build or construct such tug or tow-boats, barges, vessels, or rafts, for the use of the said navigation, as they shall see fit; also to erect, and keep in repair, any piers, arches, or other works, in, upon, and across, any rivers, brooks, or lakes, for making, using, maintaining, and repairing the rivers and navigable waters, forming part of the said intended navigation, and the towing paths and other conveniences connected therewith; and also to construct, make, and do all other works, matters, and things whatsoever, which they shall think necessary and convenient for the making, effecting, preserving, improving, completing, and using the said navigation, in pursuance of, and within the true meaning of this Act, they, the said company, doing as little damage as may be in the execution of the powers hereby granted, and making satisfaction, in manner hereinafter mentioned, for all damages to be sustained by the owners or occupiers of such lands, hereditaments, and tenements.

11. For the purposes of this Act, the said Company shall, and may, by a sworn Land Surveyor for the Province of Ontario, and by an Engineer by them appointed, cause to be taken and made, surveys and levels of the said lands, through which the said works are to be carried, together with a map or plan of such intended navigation, and the course and direction thereof, and of the said lands through which the same is to pass, and also a book of reference of the said navigation in which shall be set forth a description of the said several lands, and the names of the owners, occupiers, and proprietors thereof, so far as the same can be ascertained, and in which shall be contained everything that is necessary for the right understanding of such map, or plan, copies of which said map, or plan, and book of reference shall, on the completion of such survey, map, and book of reference, be deposited by the said Company in

on lands granted for survey, &c.

May deposit earth, &c., on lands of persons adjoining navigation.

May erect wharves.

May alter works and erect workshops.

May make passages.

May build tugboats.

General powers.

Company to make plan of navigation with book of reference.

And deposit, them with Registrar of Leeds and Secretary of State.]

the office of the Registrar for the county of Leeds, and also in the office of the Secretary of State for Canada; and all persons shall have liberty to resort to such copies so to be deposited as aforesaid, and to make extracts therefrom or copies thereof, as occasion shall require, paying to the said Secretary of State, or to the said Registrar, at the rate of ten cents current money of the Dominion, for every one hundred words; and the the said copies of the said map, or plan, and book of reference so deposited, or a true copy or copies thereof, certified by the said Secretary of State, or by the said Registrar shall severally be, and they are hereby declared to be, good evidence in the Courts of Law, and elsewhere.

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Power to hold, but not to alienate, public beach or beach road, not interfering with navigation.

12. The said Company may take, use, occupy and hold, but not alienate, so much of the public beach or beach road, or of the land covered with the waters of the rivers or lakes which the said navigation may cross, start from or terminate at, as may be required for the wharves and other works of the same, for making easy entrances thereto and other works which they are hereby authorized to construct, doing no damage to nor causing any obstruction in the navigation of the said rivers or lakes, and conforming in all respects to the plan and mode of construction sanctioned as aforesaid by the Governor in Council, except in so far only as he may at any time authorize a deviation from such plan and mode of construction.

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LANDS AND THEIR VALUATION.

After any lands have so been set out. Certain parties may convey to company.

13. After any lands shall be set out and ascertained in manner aforesaid, for making and completing the said works, and other the purposes and conveniences hereinbefore mentioned:—

(1). All corporations and persons whatever, tenants in tail or for life, guardians, executors, administrators, and all other trustees whatsoever, not only for and on behalf of themselves, their heirs and successors, but also for and on behalf of those whom they represent, whether infants, issue unborn, lunatics, idiots, *femes-covert*, or other persons, seized, possessed of, or interested in any lands, may contract, sell or convey unto the Company all or any part thereof:

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Limitation in certain cases.

(2). But the powers by the next preceding sub-section conferred upon ecclesiastical and other corporations, trustees of land for church and school purposes, or either, executors appointed by Wills in which they are not invested with any power over the real estate of the testator, administrators of persons dying intestate, but at their death seized of real estate, shall only extend and be exercised with respect to any of such lands actually required for the use and occupation of the Company.

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Contract or agreement for sale.

(3). Any contract, agreement, sale, conveyance and assurance so made, under the two preceding sub-sections, shall be valid and effectual in law to all intents and purposes whatsoever, and shall vest in the Company, the fee simple in the lands in such deed described, freed and discharged from all trusts, restrictions, and limitations whatsoever; and the corporation or person so conveying, is hereby indemnified for what it or he respectively does by virtue of or in pursuance of this Act.

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Disposition of purchase money.

4. The company shall not be responsible for the disposition of any purchase money for lands taken by them for their purposes, if paid to the owner of the land, or into Court for his benefit, as hereinafter provided.

Contract before deposit of map.

5. Any contract or agreement made as it may be by any party authorized by this Act to convey lands, and made before the deposit of the map or plan and book of reference, and before the setting out and ascertaining of the lands required for the works of the company, shall be binding at the price agreed upon for the same lands, if they are afterwards so set out and ascertained within one year from the date of the contract or agreement, and although such land may, in the meantime, have become the property of a third party; and possession of the land may be taken and the agreement and price may be dealt with, as if such price had been

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fixed by an award of arbitrators as hereinafter provided, and the agreement shall be in the place of an award ;

6. All corporations or parties who cannot in common course of law sell or alienate any lands so set out and ascertained, shall agree upon a fixed annual rent as an equivalent, and not upon a principal sum, to be paid for the lands; and if the amount of the rent is not fixed by voluntary agreement or compromise, it shall be fixed and all proceedings shall be regulated in the manner herein prescribed; and for the payment of the said annual rent, and for every other annual rent agreed upon or ascertained, and to be paid for the purchase of any lands, or for any part of the purchase money of any lands, which the vendor agrees to leave unpaid, the works of the said company and the tolls thereon shall be liable and chargeable in preference to all other claims and demands thereon whatsoever, the deed creating such charge and liability being duly registered in the registry office of the county.

Fixed annual rent to be paid in certain cases.

7. Whenever there is more than one party proprietor of any land as joint tenant or tenants in common, any contract or agreement made in good faith with any party or parties proprietor or being together proprietors of one-third or more of such land, as to the amount of compensation for the same or for any damages thereto, shall be binding as between the remaining proprietor or proprietors as joint tenant or tenants in common, and the proprietor or proprietors who have so agreed, may deliver possession of such land, or empower the entry upon the same, as the case may be ;

As to joint tenants or tenants in common.

8. After the deposit of the map or plan and book of reference, and after notice thereof given for one month in at least one newspaper published at Gananoque, the company may apply to the owners of lands or to parties empowered to convey lands, or interested in lands which may suffer damage from the taking of materials or the exercise of any of the powers granted for their said works; and in the case of Indian lands application shall be made to the Secretary of State for the Provinces; and thereupon, agreements and contracts may be made with such parties touching the said lands or the compensation to be paid for the same, or for the damages, or as to the mode in which such compensation shall be ascertained, as may seem expedient to both parties, and in case of disagreement between them, or any of them, then all questions which arise between them, shall be settled as follows, that is to say :

Application to owners, after deposit of map.

Indian lands.

9. The deposit of a map or plan and book of reference, and the notice of such deposit, shall be deemed a general notice to all the parties of the lands which will be required for the said works ;

Deposit to be general notice.

10. The notice served upon the party shall contain :

Notice to party, what to contain.

a. A description of the lands to be taken, or of the powers intended to be exercised with regard to any lands, describing them ;
 b. A declaration of readiness to pay some certain sum or rent, as the case may be, as compensation for such lands or for such damages ; and,
 c. The name of a person to be appointed as the arbitrator of the company, if their offer be not accepted ; and such notice shall be accompanied by the certificate of a sworn surveyor for the Province of Ontario, disinterested in the matter, and not being the arbitrator named in the notice ;

That the land, if the notice relate to the taking of land, shewn on the said map or plan, is required for the works of the company, or is within the limits of deviation hereby allowed ;

That he knows the land, or the amount of damage likely to arise from the exercise of the powers ; and,

That the sum so offered is, in his opinion, a fair compensation for the land, and for the damages as aforesaid.

11. If the opposite party is absent from the county, or is unknown, then, upon application to the judge of the county court, accompanied by such certificate as aforesaid, and by an affidavit of some officer of the company that the opposite party is so absent, or that, after diligent enquiry, the party on whom the notice ought to be served cannot be ascertained, the judge shall order a notice as aforesaid, (but without a

If the owner be absent or unknown.

certificate), to be inserted three times in the course of one month in some newspaper published at Gananoque, to be named by the judge.

Party not accepting offer, and not appointing an arbitrator.

12. If within ten days after the service of such notice, or within one month after the first publication thereof, the opposite party does not notify to the company his acceptance of the sum offered by them, or notify to them the name of a person whom he appoints as arbitrator, then the judge shall, on the application of the company, appoint a sworn surveyor for the Province of Ontario, to be sole arbitrator for determining the compensation to be paid as aforesaid ;

If he appoints one. Third arbitrator.

13. If the opposite party within the time aforesaid, notifies to the company the name of his arbitrator, then the two arbitrators shall jointly appoint a third, or if they cannot agree upon a third (of which fact the allegation of either of them shall be evidence) then the Minister of Public Works shall, on the application of the party or of the company (previous notice of it at least two clear days having been given to the other party), appoint one of the official arbitrators to be a third arbitrator ;

Duties of arbitrators.

14. The arbitrators, or two of them, or the sole arbitrator, being sworn before some Justice of the Peace for the county, faithfully and impartially to perform the duties of their office, shall proceed to ascertain the said compensation in such way as they or he, or a majority of them, deem best, and the award of such arbitrators, or any two of them, or of the sole arbitrator, shall be final and conclusive ; but no such award shall be made or any official act be done by such majority, except at a meeting held at a time and place of which the other arbitrator has had at least two clear day's notice, or to which some meeting at which the third arbitrator was present, had been adjourned ; and no notice to either of the parties shall be necessary, but each party shall be held sufficiently notified through the arbitrator appointed by him, or whose appointment he required.

Award by majority.

Increased value by works to be considered.

15. The arbitrators in deciding on such value or compensation, are authorized and required to take into consideration the increased value that would be given to any lands or grounds through or over which the works of the company will pass, by reason of the passage through or over the same, or by reason of the construction of the said works, and to set off the increased value that will attach to the said lands or grounds against the inconvenience, loss or damage that might be suffered or sustained by reason of the company taking possession of or using the said lands or grounds as aforesaid ; but they shall not award damages for the overflowing of any lands below the usual high water mark, as it has stood for the last ten years ;

Amount of award. Costs how paid.

16. The award given by any sole arbitrator shall never be for a less sum than that offered by the company, as aforesaid, and if in any case where three arbitrators have been appointed, the sum awarded is not greater than that offered, the cost of the arbitration shall be borne by the opposite party, and be deducted from the compensation, but if otherwise, they shall be borne by the company, and in either case they may, if not agreed upon, be taxed by the judge ;

Power to examine parties or witnesses on oath.

17. The arbitrators, or a majority of them, or the sole arbitrator, may examine on oath or solemn affirmation the parties, or such witnesses as voluntarily appear before them or him, and may administer such oath or affirmation ; and any wilfully false statement made by any witness, under such oath or affirmation, shall be deemed wilful and corrupt perjury, and punishable accordingly ;

Time for making award.

18. The judge by whom any third arbitrator or sole arbitrator is appointed, shall fix a day on or before which the award shall be made, and if the same is not made on or before such day, or some other day to which the time for making it has been prolonged, either by the consent of the parties or by order of the judge, as it may be for reasonable cause shown on the application of the sole arbitrator or of one of the arbitrators, after one clear day's notice to the others, then, the sum offered by the company as aforesaid, shall be the compensation to be paid by them ;

Arbitrator

19. If the sole arbitrator appointed by the judge, or the official arbit-

- trator appointed by the Minister of Public Works, or any arbitrator appointed by the parties, dies before the award has been made, or is disqualified, or refuses or fails to act within a reasonable time, then, in the case of the sole arbitrator the judge, upon the application of either party, and in the case of the official arbitrator, the Minister of Public Works, upon a like application, the judge or Minister being satisfied by affidavit or otherwise of such death, disqualification, refusal or failure, may appoint another arbitrator in his place, and in the case of any arbitrator appointed by the parties, the company or party respectively may appoint an arbitrator in the place of his or their arbitrator so deceased or not acting, notifying the other party or his or their arbitrator of such appointment, but no recommencement or repetition of prior proceedings shall be required in any case;
20. Any such notice for lands, as aforesaid, may be desisted from and new notice given, with regard to the same or other lands, to the same or any other party, but in any such case, the liability to the party first notified for all damages or costs by him incurred in consequence of such first notice and desistment, shall subsist;
21. The surveyor or other person offered or appointed, as Valuator or sole arbitrator, shall not be disqualified by reason that he is professionally employed by either party, or that he has previously expressed an opinion as to the amount of compensation, or that he is related or of kin to any member of the company, provided he is not himself personally interested in the amount of the compensation; and no cause of disqualification shall be urged against any arbitrator appointed by the Judge, after his appointment, but the objection must be made before the appointment, and its validity or invalidity shall be summarily determined by the Judge;
22. No cause of disqualification shall be urged against any arbitrator appointed by the company or by the opposite party after the appointment of a third arbitrator; and the validity or invalidity of any cause of disqualification urged against any such arbitrator, before the appointment of a third arbitrator, shall be summarily determined by the Judge, on the application of either party, after two clear days' notice to the other, and if the cause is determined to be valid, the appointment shall be null, and the party offering the person so adjudged to be disqualified, shall be held not to have appointed an arbitrator;
23. No award shall be invalidated from any want of form or other technical objection, if the requirements of this Act have been complied with, and if the award states clearly the sum awarded, and the lands or other property, right or thing for which such sum is to be the compensation; nor shall it be necessary that the party or parties to whom the sum is to be paid, be named in the award;
24. Upon payment or legal tender of the compensation or annual rent so awarded or agreed upon to the party entitled to receive the same, or upon the deposit of the amount of such compensation in the manner hereinafter mentioned, the award or agreement shall vest in the company the power forthwith to take possession of the lands, or to exercise the right, or to do the thing for which such compensation or annual rent has been awarded or agreed upon; and if any resistance or forcible opposition be made by any person to their so doing, the Judge may, on proof to his satisfaction of such award or agreement, issue his warrant to the sheriff of the county, or to a bailiff, as he may deem most suitable, to put the company in possession, and to put down such resistance or opposition, which the sheriff or bailiff, taking with him sufficient assistance, shall accordingly do;
25. Such warrant may also be granted by the judge, without such award or agreement, on affidavit to his satisfaction that the immediate possession of the lands or of the power to do the thing mentioned in the notice, is necessary to carry on some part of the said works with which the company are ready forthwith to proceed; and upon the company giving security to his satisfaction and in a sum which shall not be less than double the amount mentioned in the notice, to pay or deposit the
- dying or refusing to act.
- Desisting from notice and giving a new one.
- Certain persons not disqualified as arbitrators.
- Time for objecting.
- No objection allowed after a certain time.
- Awards not avoidable for want of form.
- Possession on payment or tender of compensation.
- Warrant of possession.
- Warrant may issue in certain cases before award.
- Security in such cases.

- compensation to be awarded within one month after the making of the award, with interest from the time at which possession is given, and with such costs as may be lawfully payable by the company ;
- Compensation to stand for lands.** 26. The compensation for any lands which might be taken without the consent of the proprietor, shall stand in the stead of such lands ; and any claim to or incumbrance upon the said lands, or any portion thereof, shall, as against the company, be converted into a claim to the compensation, or to a like proportion thereof, and they shall be responsible accordingly whenever they have paid such compensation, or any part thereof, to a party not entitled to receive the same, saving always their recourse against such party ;
- Proceedings if Company fears incumbrance, &c.** 27. If the company has reason to fear any claims or incumbrances, or if any party to whom the compensation or annual rent, or any part thereof is payable, refuses to execute the proper conveyance and guarantee or if the party entitled to claim the same cannot be found, or is unknown to the company, or if for any other reason the company deems it advisable, the company may pay such compensation into the hands of the Judge of the County Court, with the interest thereon for six months, and may deliver to the said Judge an authentic copy of the conveyance, or of the award if there be no conveyance, and such award shall thereafter be deemed to be the title of the company to the land therein mentioned, and proceedings shall thereupon be had for the confirmation of the title of the company, in like manner as in other cases of confirmation of title, except that, in addition to the usual contents of the notice, the Judge shall state that the title of the company (that is the conveyance or award) is under this Act, and shall call upon all persons entitled to the lands, or any part thereof, or representing or being the husband of any party so entitled, to file their claims to the compensation, or any part thereof, and all such claims shall be received and adjudged upon by the court ;
- Effect of judgment of confirmation.** 28. Such judgment of confirmation shall forever bar all claims to the land, or any part thereof (including dower not yet open) as well as any mortgage, hypothec or incumbrance upon the same ; and the Court shall make such order for the distribution, payment or investment of the compensation, and for the security of the rights of all parties interested, as to right and justice, and the provisions of this Act and to law, shall appertain ;
- Costs, how paid.** 29. The costs of the proceedings, or any part thereof, shall be paid by the Company, or by any other party, as the Court may order. and if judgment of confirmation be obtained in less than six months from the payment of the compensation to the said judge, the court shall direct a proportionate part of the interest to be returned to the company, and if from any error, fault or neglect of the company, it is not obtained until after the six months have expired, the court shall order the company to pay the judge the interest for such further period as may be right.
- Interest.** 30. If the amount of the said compensation do not exceed eighty dollars, the same may be paid by the company to the party in whose possession, as proprietor, the land was at the time the Company took possession thereof, or to any person who may lawfully receive money due to such party, and proof of such payment, and the award, conveyance or agreement, shall be a sufficient title to the said company, and shall forever discharge them from all claims of any other party to such compensation or any part thereof, saving always the recourse of such other party against the party who shall have received such compensation.
31. With regard to any lands which could not be taken without the consent of some party entitled under this Act to convey the same, or in any case in which the requirements of this Act shall not have been complied with, and in all cases where land shall have been taken, or damage shall have been done by the company, without previously complying with the requirements of this Act, the rights of the company and of other parties shall be governed by the ordinary rules of law.

Bridges to be 1. Whenever any highway or public road shall be cut through by

- any canal that may be made by the said company, they shall, within one month thereafter, cause to be constructed a secure and sufficient bridge over the same, with proper approaches not exceeding a grade of one foot in twenty feet, so as to establish the communication between the several parts of such highway, under a penalty of twenty dollars per day for every day after the expiring of the said time, during which the said company shall neglect to construct the said bridge: Provided always, that in the mean time some temporary means of passing along the said highway shall be constructed or provided; also that the said Company shall, at their own costs and charges, make and maintain such works as may be necessary to secure the safest and most thorough working of the trains upon any lines of railway that the said canal may intersect; that the charges of watching any such works shall be paid for by the company; that all works rendered necessary by the intersection of any line of railway shall be intimated to the companies owning said railway lines, and approved of by the Governor General in Council before being commenced, and full and proper compensation shall be made to the railway companies for the injury and damage done to their lines by the intersection of the canal.
- 15.** If any person or persons shall maliciously, or wilfully break, injure, throw down, or destroy, any bank, lock-gate, sluice, or any other work, machine, or other device, belonging to the said Company, or do any other wilful act, hurt, or mischief, to disturb, hinder, or prevent, the carrying into execution, the completing, and supporting the said navigation, or any of its branches, feeders, or other connections or works belonging to the said company, every such person or persons so offending shall forfeit, and pay to the said company, the full value of the damage so done, including loss or inconvenience occasioned by such obstruction, proved by the oath of two or more credible witnesses to have been done; such damages, with costs of suit in that behalf incurred, to be recovered in any court having competent jurisdiction, and such wilful and malicious act shall be a misdemeanor, and the party or parties committing the same shall, and may be indicted and tried for a misdemeanor, in any court of competent jurisdiction, and on conviction thereof, may be committed to the common gaol for any time not exceeding twelve months, at the discretion of the court before whom such offenders shall have been convicted.
- 16.** If any person shall obstruct, or impede the navigation of any Canal, or other portion of the said intended navigation, by the introducing of any timber, or boats, or vessels, contrary to the rules and regulations laid down for the government of the same, to be made by the said Directors, and shall not immediately, upon notice given to the owner or person in charge of such timber, raft, boat or vessel so obstructing the navigation, remove the same, every such owner or person in charge of such timber, raft, boat or vessel so obstructing or impeding the navigation as aforesaid, shall forfeit and pay a sum not exceeding twenty dollars currency, for every hour during which the said obstruction shall continue; and it shall be lawful for the Company, or their servants, to cause such obstruction to be removed, and to cause every such boat, vessel or raft as shall be so overladen as to cause obstruction, to be detained and unloaded, so as to prevent or remove such obstruction, and to recover the cost of so doing from the owner or person in charge of the same, and to seize and detain such vessel, boat or raft, and the cargo thereof, or any part of the cargo or furniture of such vessel, boat or raft, until the charges occasioned by such unloading or removal, or both, shall be paid or satisfied: And if any vessel, boat or raft shall be sunk in any part of the said navigation, and the owners shall neglect, or refuse to weigh and remove the same forthwith, the said Company may cause the same to be weighed and removed, and retain the same until all the charges necessarily incurred in so doing shall be paid or satisfied, and all such charges may be recovered, in any Court of compe-

built over canal for highways.

Penalty for delaying communication.

Facilities and compensation to be rendered to railways intersecting.

Punishment of persons injuring works.

Act to be a misdemeanor.

Punishment of persons obstructing navigation of canal.

Penalty.

Vessels overlaid or wrecked in canal.

tent jurisdiction, from the owners or persons in charge of such vessel, boat or raft.

Company may take earth from adjoining lands for repairs. **17.** In case of any accident requiring immediate repair on any Canal, or any part of the said navigation, the said Company, their agents, or workmen, may enter upon the adjoining land (not being an orchard or garden) without any previous treaty with the owners or occupiers thereof, and dig for, work, get, and carry away, and use all such gravel, stone, earth, clay, or other materials, as may be necessary for the repair of the accident aforesaid, doing as little damage as may be to such land, and making compensation therefor, and in case of dispute or difference regarding the amount to be so paid, the same shall be decided by arbitration, as hereinbefore provided: Provided, however, that if any action or suit shall be brought against the said Company, for any matter or thing done in pursuance of this Act, such action or suit shall be brought within six calendar months after the fact committed, and not afterwards.

Company may lease surplus water. **18.** The said company shall have the power to use, sell, lease, rent or otherwise dispose of, for their sole use and benefit, any water brought by their said works which may not be required for the purposes thereof, but which may be used or found useful and applicable to drive any machinery in mills, warehouses, manufactories or otherwise, on such terms as they may deem expedient and advisable.

Company may make arrangements with intersecting or connecting railways or canals. **19.** The said company may make arrangements with any railway company whose line their works may cross or connect with, and with the authorities in charge of the Rideau Canal, or the proprietors or lessees of steam or other vessels navigating the same, for purposes of mutual accommodation and traffic, including the construction of any switch or tramway that may be necessary for purposes of connection.

Company may levy tolls on persons or vessels using the navigation. **20.** The said Company may from time to time, and at all times hereafter, ask, demand, take and recover, to and for their own proper use and behoof for all passengers, goods, wares, merchandize and commodities, of whatever description, transported upon the said navigation, or vessels using the same, such tolls as they may deem expedient; which said tolls shall be from time to time fixed and regulated by by-laws of the company, or by the directors if thereunto authorized by the said laws, and shall be paid to such person or persons, and at such places near to the said navigation, in such manner and under such regulations as the said company or the said directors shall direct and appoint; and in case of denial or neglect of payment of any such rates or dues, or any part thereof on demand, to the person or persons appointed to receive the same as aforesaid, the said company may sue for and recover the same in any court having competent jurisdiction, or the person or persons to whom the said rates or dues ought to be paid, may and he is, and they are hereby empowered to seize and detain such vessels, goods, wares, merchandize or other commodities for or in respect whereof such rates or dues ought to be paid, and to detain the same until payment thereof; and in the meantime the said vessels, goods, wares, merchandize, or other commodities, shall be at the risk of the owner or owners thereof.

May sue for tolls or seize vessels, goods, and detain until tolls are paid.

Company must post up list of tolls. **21.** The said company shall from time to time print and put up, in a conspicuous place in their office, and in every place where the tolls are to be collected, a printed paper or board specifying all the tolls payable under this Act.

Owners of lands adjoining navigation may use it for transport, with limitations. **22.** The owners and occupiers of any land adjoining the said navigation, may use any boats thereon for the purposes of husbandry, or for conveying cattle from one farm or portion of a farm to another pertaining to the same owner or occupier, not passing through any lock without the consent of the person in charge thereof for the time being, but not

paying any rate or toll for the same, so as the same be not made use of for the carriage of any goods, wares, or merchandise to market, or for sale, or for hire, and so as not to obstruct the navigation or the towing paths.

- 5 **23.** The said Company, to entitle themselves to the benefits and advantages to them granted by this Act, shall, and they are hereby required to make and deposit the map or plan and book of reference mentioned in this Act within two years after the passing thereof, and to make and complete the said works within ten years from the passing of this Act; and if the said map or plan and book of reference be not so made and deposited within the said two years, or if the whole of the stock of the said company be not subscribed and at least ten per centum thereon paid up and either expended for the purposes of this Act, or deposited in some chartered bank or banks in Canada, within two years from the passing of this Act, or if the said navigation be not so made and completed within the period of ten years, so as to be used by the public as aforesaid, then and in either case this Act and every matter and thing therein contained shall cease and be utterly null and void.
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- 20 **24.** The said company shall annually submit to the Parliament of Canada, within the first fifteen days after the opening of each Session thereof, after the opening of the said navigation or any part thereof to the public, a detailed and particular account, attested upon oath, of the moneys by them received and expended under and by virtue of this Act, with a classified statement of the amount of tonnage and of the vessels, passengers, and freight that have been conveyed along the said navigation; and no further provisions which Parliament may hereafter make with regard to the form or details of such account, or the mode of attesting or rendering the same, shall be deemed an infringement of the privileges hereby granted to the Company.
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- 30 **25.** The provisions of the "Canada Joint Stock Companies Clauses 32-33 Vic. Act, 1869," shall apply to and form part of this Act, except in so far as they may be inconsistent herewith.

This Act to be void, if company fail to perform certain acts within certain times.

Company to submit to Parliament annual detailed statement.

c. 12, to apply.