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ACTS  
OF THE  
PARLIAMENT  
OF THE  
DOMINION OF CANADA

PASSED IN THE SESSION HELD IN THE  
SIXTIETH YEAR OF THE REIGN OF HER MAJESTY  
QUEEN VICTORIA

BEING THE  
FIRST SESSION OF THE EIGHTH PARLIAMENT

*Begun and holden at Ottawa, on the Nineteenth day of August, and closed  
by Prorogation on the Fifth day of October, 1896*



HIS EXCELLENCY  
THE RIGHT HONOURABLE SIR JOHN CAMPBELL HAMILTON-GORDON, EARL OF ABERDEEN  
GOVERNOR GENERAL

VOL. II.  
LOCAL AND PRIVATE ACTS

OTTAWA  
PRINTED BY SAMUEL EDWARD DAWSON  
LAW PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY  
ANNO DOMINI 1896





# 60 VICTORIA.

## CHAP. 6.

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

[Assented to 5th October, 1896.]

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

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

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

### SCHEDULE.

**THIS AGREEMENT**, made and entered into this thirteenth day of May. A.D. 1896, by and between the Grand Trunk Railway Company of Canada, party of the first part, and the Canadian Pacific Railway Company, party of the second part, Witnesseth: That whereas the party of the second part proposes to acquire, lease or control, and to operate a line of road, extending

ing from Hamilton in a north-westerly direction, to a point about one and three-quarter miles west of Hamilton, where it will connect with the road owned, controlled and operated by the party of the first part, which point is hereinafter referred to as the "Hamilton Junction";

And whereas the said party of the second part is desirous of making such a contract with the party of the first part, as will enable the party of the second part (for the purpose of facilitating the transportation of freight and passengers between the said city of Hamilton and the city of Toronto, and points lying easterly and westerly of both the said cities of Toronto and Hamilton) to run its trains, both passenger and freight, over the portion of the railway of the party of the first part, between the Hamilton Junction, and the point of junction of the Grand Trunk Railway with the Toronto Union Station tracks near Bathurst Street in the city of Toronto, a distance of about thirty-six miles; the said portion of the railway of the party of the first part being hereinafter referred to as the "said joint section."

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

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

for an Act authorizing the parties hereto to enter into the agreement herein contained for the full period of fifty years, and upon the passage of such Act, and upon getting such further approval, if any, as may be necessary, this agreement, as may be presented in that Act, shall be binding upon all the parties for said period of fifty years.

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

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

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

trains of either party hereto, and regular freight trains of the party of the second part are to be preferred to extra, wild, or construction trains of the said first party.

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

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

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

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

officer of the party on whose trains such damages or injuries may occur, shall settle the same, and the release shall be made to include and free both companies from further liability.

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

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

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

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

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

**FIFTEENTH.**—All permanent improvements of the property and betterments in the way of masonry, iron bridges, and the substitution

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

SIXTEENTH.—The party of the second part further agrees that it will do freight and passenger business over the said joint section as follows: Passenger and freight business between the city of Toronto and the city of Hamilton shall be considered through business, and the party of the second part shall have the right to handle it over the said joint section, in competition with the party of the first part and all others, but business between either Hamilton or Toronto and an intermediate station on the said joint section, or business between two intermediate stations on the said joint section, shall be considered local business of the party of the first part, which the party of the second part shall not be permitted to handle, except as hereinafter provided. The party of the second part shall have the right to take passengers or freight from, or to, any station on the said joint section, originating at, or destined to any point on its own lines or its connections, beyond the said joint section, in either direction, and it shall be the duty of the agents on the said joint section to waybill and handle such freight and ticket such passengers without discrimination or hindrance, and the party of the first part shall account to the party of the second part therefor, in the same manner as if such agents were the agents of the party of the second part. In case it shall be found to be impracticable to prevent passengers from riding on the trains of the second party between local points on the said joint section, between which the party of the second part is prohibited from doing business, as above described, the party of the second part shall collect tolls for the transportation of such passengers, in accordance with the current tariff of the party of the first part, and shall pay over to the party of the first part seventy-five per cent of the revenue received therefrom.

SEVENTEENTH.—An accurate account shall be kept, and rendered monthly of all such business done by the party of

the second part between local points of the said joint section, and all amounts to be paid to the party of the first part, by the party of the second part, on account thereof, shall be promptly paid by the said second party to the said first party, at their office in Montreal, on or before the twentieth day of the ensuing month.

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

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

**NINETEENTH.**—The party of the second part hereby accepts the demise and grant for the period of the time hereinbefore named of the above described property and rights, and agrees to pay therefor, to the Grand Trunk Railway Company, at its office in Montreal, the following sums: For the use of the buildings, tracks and appurtenances from Hamilton Junction to Toronto, and for the said rights an annual sum, or rental, of forty thousand dollars, and a proportional sum for any fraction of a year; such rental to begin to accrue on the day on which the party of the second part begins to run its trains over the said joint section.

**TWENTIETH.**—The payment of the said sum of forty thousand dollars is to be made in equal sums monthly, that is to say,

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

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

**TWENTY-SECOND.**—From time to time and at all times during the continuance of this agreement the party of the first part will allow proper inspection by the party of the second part of all books, accounts, returns, and vouchers, for the purpose of checking or verifying any account or accounts rendered by the party of the first part to the party of the second part in pursuance of this agreement, and the party of the second part shall have the right from time to time to employ an auditor to investigate the accuracy of any such account or accounts, and the party of the first part shall from time to time afford all proper facilities for such investigation; and neither the acceptance of any such account or accounts nor the payment thereof by the party of the second part shall prejudice its right to an audit or verification; and if upon any such audit or verification or at any time it shall be found that the party of the second part has paid to the party of the first part any sum or sums of money which it was not liable to pay under the provisions of this agreement it shall be entitled to demand

and collect the same from the party of the first part and the party of the first part will refund the same.

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

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

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

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

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

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

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

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

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

THIRTY-FIRST.—Either of the parties hereto will from time to time and whenever requested by the other of them so to do, join in any application that either of them may consider necessary or expedient to make to the Parliament of Canada, the Governor General in Council, or the Railway Committee of the Privy Council of Canada for any enactment, declaration, confirmation, authority, approval, or sanction, for the purpose of validating this agreement or any of the provisions thereof or of giving effect thereto.

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

THE GRAND TRUNK RAILWAY COMPANY OF  
CANADA.

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

E. H. FITZHUGH.

THE CANADIAN PACIFIC RAILWAY COMPANY.

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

C. DRINKWATER,  
*Secretary.*





# 60 VICTORIA.

## CHAP. 7.

### An Act to incorporate the Hudson's Bay and Pacific Railway Company.

[Assented to 5th October, 1896.]

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

**1.** Admiral Albert Hastings Markham, Captain Edmund Bourke, R.N., Col. Josiah Harris and John Weston, all of London, England, James Reid Stewart and James Reid, both of Glasgow, Scotland, G. H. Massy and James Cochrane, both of Montreal, John Ross, of Niagara Falls, Wesley Fletcher Orr, of Calgary, and Simon J. Dawson, of Port Arthur, together with such persons as become shareholders in the company hereby incorporated, are hereby constituted a body corporate under the name of "The Hudson's Bay and Pacific Railway Company," hereinafter called "the Company."

Preamble.

Incorporation.

Corporate name.

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

Declaratory.

**3.** The head office of the Company shall be in the city of Ottawa, or in such other place in Canada as the directors from time to time determine by by-law.

Head office.

**4.** The Company may lay out, construct and operate by electricity or steam power, or both, a railway, of the gauge of four feet eight and one-half inches, from a point at or near Port Churchill on Hudson's Bay, through the territory north of the Churchill River to deep water at or near Fond du Lac, on Lake Athabasca, and from Port Churchill aforesaid, on Hudson's Bay, through the territory north of the Nelson River, to a point at or near the north-west end of Lake Winnipeg; thence through the territory of Saskatchewan to Prince Albert

Line of railway described.

in the said territory, thence continuing through the said territory and the territory of Alberta by the most practicable route to Calgary in the last mentioned territory; and may also lay out, construct and operate a branch line from a point on the said railway near Manitou Lake in the territory of Saskatchewan to Edmonton in the territory of Alberta.

Steamers.

**5.** The Company may construct, purchase or otherwise acquire, charter, control, navigate and keep in repair steamers and other vessels to ply between ports on its line of railway, and between such ports and ports outside of Canada, and carry and convey passengers and freight, and carry on a general transportation service in connection with the said railway, and may sell or otherwise dispose of such vessels, and may for such purposes construct, acquire by agreement, take on lease or hire, or contract for the use of elevators, warehouses, wharfs, quays and docks.

Elevators,  
docks, etc.

Steam and  
water power  
for electricity.

**6.** The Company may acquire and utilize water and steam power for the purpose of generating electricity for lighting and motor purposes, in connection with its railway or its bridges, docks, wharfs, elevators and warehouses.

Telegraph and  
telephone  
lines.

**7.** The Company may construct, equip, work and maintain a telegraph line and telephone lines along the whole length of its railway and branches, and may establish offices for the transmission of messages for the public, and collect tolls for so doing; and for the purposes of erecting and working such telegraph and telephone lines, the Company may enter into a contract with any other company, or may lease the lines of such company or any portion thereof.

Company may  
enter on pub-  
lic roads, etc.

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

Erect poles.

Stretch wires.

Break up  
roads.

non-navigable waters and other like places, subject, however, to the following provisions, that is to say :—

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

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

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

(d.) Whenever, in case of fire, it becomes necessary, for its extinction or the preservation of property, that the poles or wires should be cut, the cutting under such circumstances of the poles or any of the wires of the Company, under the direction of the chief engineer or other officer in charge of the fire brigade, shall not entitle the Company to demand or to claim compensation for any damage thereby incurred ; Cutting poles or wires in case of fire.

(e.) The Company shall be responsible for all damage which its agents, servants or workmen cause to individuals or property in carrying out or maintaining any of its said works ; Liability for damage.

(f.) The Company shall not cut down or mutilate any shade, fruit or ornamental tree ; Trees.

(g.) In all municipalities the opening up of streets for the erection of poles, or for carrying the wires underground, shall be subject to the supervision of such engineer or other person as the council appoints for that purpose, and shall be done in such manner as the council directs ; the council may also direct and designate the places where the poles are to be erected in such municipality ; and the surface of the street shall in all cases be restored as far as possible to its former condition, by and at the expense of the Company ; Approval of municipality.

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

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

(j.) Nothing in this section contained shall be deemed to authorize the Company, its servants, workmen or agents, to Private rights.

enter upon any private property for the purpose of erecting, maintaining or repairing any of its wires, without the previous assent of the owner or occupant of the property for the time being;

Temporary removal of lines in certain cases.

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

Notice to company.

Agreements with other companies.

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

Provisional directors.

10. The persons mentioned by name in the first section of this Act are hereby constituted provisional directors of the Company.

Capital stock and calls.

11. The capital stock of the Company shall be eight millions of dollars and may be called up by the directors from time to time as they deem necessary, but no one call shall exceed ten per cent on the shares subscribed.

Annual meeting.

12. The annual general meeting of the shareholders shall be held on the third Wednesday in September in each year.

Number of directors.

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

Amount of bonds, etc., limited.

14. The Company may issue bonds, debentures and other securities to the extent of twenty thousand dollars per mile of the railway and branches, and such bonds, debentures or other securities may be issued only in proportion to the length of railway constructed or under contract to be constructed.



## 60 VICTORIA.

### CHAP. 8.

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

[Assented to 5th October, 1896.]

**W**HEREAS the Ottawa and Parry Sound Railway Company was duly incorporated by an Act of the Parliament of Canada, being chapter sixty-five of the Statutes of 1888; and whereas the Ottawa, Arnprior and Renfrew Railway Company was duly incorporated by an Act of the Legislature of the province of Ontario, being chapter seventy-one of the Statutes of 1888, which Act was amended by chapter ninety-one of the Statutes of 1891; and whereas the said two companies were duly amalgamated and incorporated under the name of the Ottawa, Arnprior and Parry Sound Railway Company, by an Act of the Parliament of Canada, being chapter ninety-three of the Statutes of 1891; and whereas the said last mentioned Act was amended by an Act of the Parliament of Canada, being chapter fifty-seven of the Statutes of 1895; and whereas the Parry Sound Colonization Railway Company was duly incorporated by an Act of the Legislature of the province of Ontario, being chapter seventy-eight of the Statutes of 1885, subsequently amended in divers particulars by certain Acts of the Legislature of the province of Ontario, being chapter seventy-three of the Statutes of 1888, chapter one hundred and twenty-three of the Statutes of 1890, chapter ninety-two of the Statutes of 1891, and chapter ninety-five of the Statutes of 1893; and whereas the said two companies, pursuant to the powers severally conferred upon them by the said Acts, have become amalgamated into one corporation, under the name of the Ottawa, Arnprior and Parry Sound Railway Company, under a deed of amalgamation (of which a copy with the four schedules annexed thereto is appended hereto) which said deed has been duly confirmed by the respective shareholders of the said two amalgamated companies,

Preamble.

1888, c. 65.

Ont. 1888, c. 71.

Ont. 1891, c. 91.

1891, c. 93.

1895, c. 57.

Ont. 1885, c. 78.

Ont. 1888, c. 73.

Ont. 1890, c. 123.

Ont. 1891, c. 92.

Ont. 1893, c. 95.

as provided by the said respective Acts of the said Parliament and Legislature relating thereto; and whereas the Ottawa, Arnprior and Parry Sound Railway Company by its petition has represented that it is desirable that the said deed of amalgamation should be confirmed by the Parliament of Canada, and has prayed that an Act be passed for that and other purposes, and it is expedient to grant the prayer of the said petition: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, declares and enacts as follows:—

Amalgamation confirmed

**1.** The deed of amalgamation, a copy of which with the said four schedules annexed thereto is appended hereto, is hereby approved, ratified and confirmed and shall be taken and read as a part of this Act, and the said amalgamation thereby effected is hereby declared to be valid and operative as and from the date of the said deed.

Railway laws of Canada to govern.

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

Declaratory.

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

Corporate name of amalgamated company.

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

Combined powers.

Agreements with another company.

**5.** The Company may enter into an agreement with the Grand Trunk Railway Company of Canada, the Canada Atlantic Railway Company, the Northern and Pacific Junction Railway Company, or the Kingston and Pembroke Railway Company, for conveying or leasing to such company the railway of the Company, in whole or in part, or any rights or powers acquired under this Act, as also the franchises, surveys, plans, works, plant, material, machinery, and other property to it belonging, or for an amalgamation with such company, on such terms and conditions as are agreed upon, and subject to such restrictions as to the directors seem fit; provided that

Approval of the shareholders and of

such agreement has been first approved by two-thirds of the votes at a special general meeting of the shareholders duly called for the purpose of considering the same,—at which meeting shareholders representing at least two-thirds in value of the stock are present in person or represented by proxy,—and that such agreement has also received the sanction of the Governor in Council.

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

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

7. The capital stock of the Company shall be four million two hundred thousand dollars, and may be called up by the directors from time to time as they deem necessary, but no one call shall exceed ten per cent of the shares subscribed.

8. The annual general meeting of the shareholders shall be held on the last Tuesday in September in each year.

9. The Company shall be liable for all the debts, duties and obligations of the Ottawa, Arnprior and Parry Sound Railway Company and of the Parry Sound Colonization Railway Company so amalgamated which may by law be established, and no proceedings of any nature either by or against the said companies so amalgamated or either of them shall be abated or discontinued by reason of the said amalgamation, or of this Act, but any such proceedings may be continued to their natural and ordinary termination as if the said amalgamation had not been effected, and if any judgment is rendered or order made therein, such judgment or order shall be binding upon and executory against the amalgamated company, or shall inure to the benefit thereof and may be enforced thereby, as the case may be.

10. The Company may issue bonds, debentures or other securities to the extent of twenty-five thousand dollars per mile of the railway and branches of the Company, and such bonds, debentures or other securities may be issued only in proportion to the length of railway constructed or contracted to be constructed.

11. The directors of the Company may from time to time enter into an agreement with any company or person for the leasing, hiring or using of any locomotives, carriages, rolling

rolling stock and other movable property from such company or person, for such time and on such terms as may be agreed upon.

What Acts shall apply.

**12.** The provisions of *The Railway Act* and of each of the several Acts recited in the preamble to this Act shall (except in so far as the same are varied by this Act), apply to the Company and its undertaking.

Power to construct telegraph and telephone lines.

**13.** The Company may construct, equip, work and maintain telegraph lines and telephone lines along the whole length of their railway and its branches, if any, and may establish offices for and transmit messages for the public and collect charges therefor; and for the purposes of erecting and working such telegraph and telephone lines, the Company may enter into a contract with any other company.

Construct and acquire connecting lines.

**14.** The Company may construct, erect, purchase, lease, let, equip, work and maintain any other line or lines of telegraph and telephone to connect the line or lines constructed or to be constructed along the line of their railway with any other line or lines of telegraph and telephone in Canada, either by land or by water, and upon, along, across, over or under any public roads, highways, streets, bridges, watercourses or other such places, and any navigable or non-navigable waters, and may as hereinbefore empowered undertake the transmission of messages for the public by all or any such line or lines or any portion thereof: provided that such line or lines shall be so constructed and maintained as not to interfere with the public use of such roads or highways, or injuriously interrupt the navigation or use of such waters and watercourses: and provided always that nothing herein contained shall confer on the Company the right of building a bridge over any navigable water.

Company may enter upon public roads

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

Erect poles,

Stretch wires,

Break up roads.

bridges, watercourses, navigable and non-navigable waters and other like places, subject, however, to the following provisions, that is to say:—

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

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

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

(d.) Whenever in case of fire it becomes necessary for its extinction or the preservation of property, that the poles or wires should be cut, the cutting under such circumstances of the poles or any of the wires of the Company, under the direction of the chief engineer or other officer in charge of the fire brigade, shall not entitle the Company to demand or to claim compensation for any damage thereby incurred. Cutting poles or wires in case of fire.

(e.) The Company shall be responsible for all damage which their agents, servants or workmen cause to individuals or property in carrying out or maintaining any of their said works. Liability for damage.

(f.) The Company shall not cut down or mutilate any shade, fruit or ornamental tree. Trees.

(g.) In all municipalities the opening up of streets for the erection of poles or for carrying the wires underground, shall be subject to the direction and approval of the engineer or such official as the council appoints, and shall be done in such manner as the council directs; the council may also direct and designate the places where the poles are to be erected in such municipality, and the surface of the street shall in all cases be restored as far as possible to its former condition by and at the expense of the Company. Approval of municipality.

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

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

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

**Temporary removal of lines in certain cases.** (k.) If in the removal of buildings or if in the exercise of the public right of travelling on or using any public road, highway or street, it becomes necessary that the said wires or poles be temporarily removed by cutting or otherwise, it shall be the duty of the Company, at its own expense, upon reasonable notice in writing from any person requiring the same, to remove such wires or poles, and in default of the Company so doing, it shall be lawful for any such person to remove the same at the expense of the Company, doing no unnecessary

**Notice to company.** damage thereby; and such notice may be given either at the office of the Company or to any agent or officer of the Company in the municipality wherein such wires or poles are required to be removed, or in the case of a municipality wherein there shall be no such agent or officer of the Company, then either at the said head office or to any agent or officer of the Company in the nearest or any adjoining municipality to that in which such wires or poles require to be removed.

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

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

1895, c. 57.

### SCHEDULE.

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

Whereas the parties of the first part were duly incorporated by an Act of the Parliament of Canada, being 54-55 Victoria, chapter ninety-three, intituled 'An Act amalgamating the Ottawa and Parry Sound Railway Company and the Ottawa, Arnprior and Renfrew Railway Company under the name of the Ottawa, Arnprior and Parry Sound Railway Company,' and empowered to lay out, construct, complete, equip and operate a single or double line of railway from a point in or near the city of

Ottawa, in the county of Carleton, to a point in the village of Arnprior, in the county of Renfrew, and thence by way of Braeside to the village of Renfrew, in the said county of Renfrew, thence to the village of Eganville, passing through the townships of Horton, Admaston and Grattan, thence to Killaloe and thence through the districts of Nipissing and Parry Sound, to some point on the Georgian Bay at or near the village of Parry Sound, as will more fully appear, reference being had to the said Act.

And whereas pursuant to the provisions of the said Act shares to the amount of \$3,519,500.00 of the capital stock of the parties of the first part have been duly allotted and issued and \$3,191,600.00 have been paid thereon ;

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

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

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

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

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

And whereas the parties of the first part have agreed and undertaken to issue (pursuant to the powers on them conferred by the said Act of incorporation) and deliver to John R. Booth, first mortgage bonds and debentures to the amount of \$4,050,000.00 bearing interest at the rate of five per centum per annum from the date of said agreements to issue the same respectively which obligation shall be assumed and duly carried out by the amalgamated company ;

And whereas the parties of the second part were duly incorporated by an Act of the Legislature of the province of Ontario being 48 Victoria, chapter 78, intituled 'An Act to in-

incorporate the Parry Sound Colonization Railway Company, which said Act was duly amended in divers particulars by the following Acts duly passed by the Legislature of the province of Ontario and being cap. 73 of 51 Victoria, intituled 'An Act to amend the Act incorporating the Parry Sound Colonization Railway Company,' also chap. 123 of 53 Victoria, intituled 'An Act to amend the Act incorporating the Parry Sound Colonization Railway Company,' also chap. 92 of 54 Victoria, intituled 'An Act to amend the Act to incorporate the Parry Sound Colonization Railway Company,' also chap. 95 of 56 Victoria, intituled 'An Act to amend the Act incorporating the Parry Sound Colonization Railway Company,' as will more fully and at large appear reference being had to the said several amending Acts and by which said Act of incorporation and the said several amending Acts the said parties of the second part were empowered to lay out, construct, complete, equip and operate a single or double line of railway from some point within the town of Parry Sound to a point at or near Scotia on the line of the Northern and Pacific Junction Railway in the township of Armour both points being in the said district of Parry Sound, as will more fully appear reference being had to the said Act and the several amending Acts thereto ;

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

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

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

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

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

And whereas the parties of the first part and of the second part have agreed to amalgamate and consolidate the said two companies into one company under the name of the Ottawa,

Arnprior and Parry Sound Railway Company as provided for in chap. 93 of 54-55 Victoria and chap. 92 of 54 Victoria as amended by chap. 95 of 56 Victoria on the terms and conditions hereinafter expressed and upon the condition that an application shall be made to the Parliament of Canada for an Act confirming this deed of amalgamation and for incorporating the company so amalgamated herein and for additional powers respecting telegraphs and telephones as may be deemed advisable.

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

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

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

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

That the annual general meeting of the shareholders of the said amalgamated company for the election of directors and all other general purposes shall be held on the last Tuesday in September in each year, and that the mode of calling and the place of holding such general meeting, and also all special

general meetings shall be governed by the provisions of 'The Railway Act' (Dominion).

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

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

The amalgamated company hereby formed shall have all the powers and authorities as set forth in the said several Acts of incorporation or in the said several Acts amending any of

the same respectively to issue mortgage bonds and debentures to an amount not exceeding \$25,000.00 per mile of the amalgamated railway and its branches and charged upon the whole of the said amalgamated railway.

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

In witness whereof the said parties hereto of the first part have hereunto affixed their corporate seal by the hands of their president and secretary-treasurer and the parties hereto of the second part have hereunto affixed their corporate seal by the hands of their president and secretary-treasurer the day and year first above written.

THE OTTAWA, ARNPRIOR AND PARRY SOUND  
RAILWAY COMPANY

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

A. W. FLECK, *Secretary.*

THE PARRY SOUND COLONIZATION RAILWAY  
COMPANY

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

A. W. FLECK, *Secretary.*

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

## SCHEDULE No. 1.

*Stockholders of the Ottawa, Arnprior and Parry Sound Railway Company.*

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

Witness:

JOHN CHRISTIE.

C. J. BOOTH,  
*President.*

A. W. FLECK,  
*Secretary.*

## SCHEDULE No. 2.

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

Witness:

JOHN CHRISTIE.

C. J. BOOTH,  
*President.*

A. W. FLECK,  
*Secretary.*

## SCHEDULE No. 3.

*Stockholders of the Parry Sound Colonization Railway Company.*

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

## SCHEDULE No. 4.

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

Witness:

JOHN CHRISTIE.

C. J. BOOTH,  
*President.*A. W. FLECK,  
*Secretary.*

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## 60 VICTORIA.

### CHAP. 9.

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

[Assented to 5th October, 1896.]

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

**1.** The Company may, with the consent of the holders of the Issue of pre-  
ference bonds,  
etc.  
bonds of the Company now outstanding, issue bonds or debentures, to be designated first mortgage preference bonds, to the extent of fifty thousand dollars; and such bonds or debentures shall have priority over all other bonds, debentures, or debenture stock, heretofore issued by the Company, and shall be a first and preferential charge on the Company and the franchises, undertaking, rights, tolls, revenues, income and property thereof, real and personal; provided that the city of St. Proviso.  
Catharines shall have authority to give such consent on behalf of the holders of any bonds of the Company now outstanding which have been guaranteed by the said city, and any consent so given by the said city shall be binding on the holders of such outstanding bonds so guaranteed.

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

**3.** The said first mortgage preference bonds when issued Application  
of bonds.  
shall be applied in repairing, completing and equipping the  
portion

portion of the said line of railway already constructed and in operation.

Increase of capital stock.

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

Company may construct branch line.

5. The Company may also construct, equip and operate a branch line from its present terminus in St. Catharines to a point on the Toronto, Hamilton and Buffalo Railway at or east of the village of Smithville, in the county of Lincoln.

Time for construction extended.

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



## 60 VICTORIA.

### CHAP. 10.

#### An Act respecting the South Shore Railway Company.

[Assented to 5th October, 1896.]

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

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

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

Capital stock. **3.** The capital stock of the Company shall be one million dollars.

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

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

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

Number of directors. **7.** At such meeting the shareholders assembled who have paid all calls due on their shares shall choose seven persons to be directors of the Company, one or more of whom may be paid directors of the Company; and the Company may by by-law reduce the number of directors to five.

Line of railway described. **8.** The Company may lay out, construct and operate, by means of steam and otherwise, a single or double line of railway, of the gauge of four feet eight and one-half inches, on the south shore of the River St. Lawrence, commencing at a point in the town of Lévis, opposite Quebec, and going in a south-westerly direction, crossing the counties of Lévis, Lotbinière, Nicolet, Yamaska, Richelieu, Verchères, Chambly, Laprairie, Chateauguay and Beauharnois to a point on the Canada Atlantic Railway at or near Valleyfield.

Construct elevators. **9.** The Company may construct such elevators and warehouses as are necessary for carrying on the business of the Company.

Lights on bridges. **10.** From sundown until sunrise, during the season of navigation, suitable lights shall always be maintained by the Company on the piers of all bridges over navigable streams to guide vessels approaching such bridges.

Issue of bonds, etc., limited. **11.** The Company may issue bonds, debentures or other securities to the extent of twenty thousand dollars per mile of the railway and branches, and such bonds, debentures or other securities may be issued only in proportion to the length of railway constructed or under contract to be constructed.



## 60 VICTORIA.

### CHAP. II.

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

[Assented to 5th October, 1896.]

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

**1.** The Act incorporating the Montreal, Ottawa and Georgian Bay Canal Company, being chapter one hundred and three of the Statutes of 1894, is hereby revived and declared to be in force. 1894, c. 103 revived.

**2.** Section three of the said Act is hereby repealed and the following substituted therefor:— Section 3 repealed.

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

**3.** Section six of the said Act is hereby amended by substituting the word "seven" for the word "twenty" in the first line thereof. Section 6 amended.

Section 8  
amended.

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

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

Section 44  
repealed.

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

Time for con-  
struction  
limited.

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

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# 60 VICTORIA.

## CHAP. 12.

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

[Assented to 5th October, 1896.]

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

**1.** Subject to the provisions of this Act, the Act to incor- 1894, c. 104.  
porate the St. Clair and Erie Ship Canal Company, being  
chapter one hundred and four of the Statutes of 1894, and the  
Act to amend the Act to incorporate the St. Clair and Erie 1895, c. 75.  
Ship Canal Company, being chapter seventy-five of the  
Statutes of 1895, are hereby revived and declared to be in  
force, and the time limited for the *bonâ fide* commencement  
of the construction of the canal thereby authorized is hereby Time extend-  
ed.  
extended for two years, and the time for the completion of  
the said canal shall be five years from the passing of this Act ;  
and if the construction of the said canal is not commenced  
and completed within the times herein specified, then the  
powers granted by the said Acts and this Act, authorizing  
the construction of the said work, shall cease and be null and  
void as respects so much of the said canal as then remains  
uncompleted.

**2.** Section three of the said Act of 1894 is hereby repealed, 1894, c. 104,  
s. 3 repealed.  
and the following substituted therefor :—

“**3.** William C. Baxter, of the city of Minneapolis, in the Incorporation.  
state of Minnesota ; D. Farrand Henry, of the city of  
Detroit, in the state of Michigan ; Hervey A. Olney, of  
Saltash, Cornwall, England ; Reginald Boulton, of the city of  
Toronto ; David Tisdale, of the town of Simcoe, in the pro-  
vince of Ontario, and C. A. Youmans, of the town of Neills-  
ville, in the state of Wisconsin, together with such persons

Corporate  
name.

as become shareholders in the Company hereby incorporated,  
are hereby constituted a body corporate, under the name of  
“The St. Clair and Erie Ship Canal Company,” hereinafter  
called ‘the Company.’”

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most Excellent Majesty.



# 60 VICTORIA.

## CHAP. 13.

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

[Assented to 5th October, 1896.]

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

Preamble.

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

Incorporation.

Corporate name.

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

1888, c. 29.

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

Power to build a bridge.

Utilize river power.

Lay tracks and run cars upon bridge.

Proviso : Approval of Congress or New York Legislature.

May acquire lands.

the power of the Niagara River utilize the same as herein-after provided ; and may also construct, maintain and operate a railway track or tracks upon the bridge aforesaid for the passage of engines, cars and street cars operated by any power, and may construct a railway track or tracks not exceeding six miles in length of standard gauge as approaches to the said bridge, and may work trains, cars and street cars upon the said approaches and across the said bridge by any motive power, and connect the same with other railways ; but the Company shall not commence the actual construction of the said bridge nor exercise any of the powers hereunder (save as hereinafter set forth) until an Act of the Congress of the United States or an Act of the Legislature of the said state of New York has been passed authorizing or approving the bridging of the said river, but the Company may in the meantime acquire the lands, submit its plans to the Governor in Council, and do all other things authorized by this Act.

Tolls.

Approval by Governor in Council.

Notice of tolls.

**4.** The rate of tolls to be charged for the passage of foot passengers, street cars, carriages and other vehicles shall, before being imposed, first be submitted to, and approved of, and may be from time to time amended or modified by the Governor in Council, but the Company may at any time reduce the same, and a notice showing the tolls to be charged shall at all times be posted up in a conspicuous place on the said bridge.

Head office.

**5.** The head office of the Company shall be at the village of Fort Erie in the county of Welland.

Union or agreement with another company.

**6.** The Company may, with the approval of two-thirds of the votes of the shareholders at a special general meeting duly called for the purpose of considering the same,—at which meeting shareholders representing at least two-thirds in value of the stock are present in person or represented by proxy, and after obtaining the sanction of the Governor in Council in the manner provided in section two hundred and thirty-nine of *The Railway Act*, and subject to the provisions contained in this Act—

With a United States Company.

(a.) unite with any other company incorporated in and under the laws of the said state of New York or of the United States, in building said bridge and approaches, and in working, maintaining and using the same, and may enter into any agreement with such company respecting the construction, maintenance, management and use of said bridge and its approaches and appurtenances ;

With a Canadian company.

(b.) unite with any other company incorporated under the laws of Canada or the province of Ontario, or with any body corporate, in building said bridge and approaches, and in maintaining, working, managing and using the same, and may enter into any agreement with such company or corporation

respecting the construction, maintenance, management and use thereof.

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

Equal rights of passage to all railway trains.

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

Disagreements with railway companies.

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

Provisional directors.

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

Capital stock and calls thereon.

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

Annual meeting.

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

Number of directors.

**13.** The Company may construct and maintain a span or spans (which may, as herein provided, be continued to make a bridge over the said river) to the international boundary line in the said river at a point at or near the village of Fort Erie aforesaid, in such manner as not to interfere with navigation, and, for the purpose of developing, controlling and utilizing the power of the Niagara River, may construct, erect and maintain under such of the said spans as the Governor in Council approves of, as hereinafter provided, a water wheel or wheels not more than two hundred feet in length and forty feet in diameter to be worked and operated by the waters of the said river,

Company may construct spans to international boundary.

Utilize river power.

Generate electricity and other power.

river, and may lay and maintain along, upon or under the said bridge, and the span or spans, wires, cables and all other machinery and appliances for the generation and transmission of electricity and other motive power, and may enter into contracts with any persons or company for the use of the same.

Plans to be submitted to Governor in Council.

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

Lights to be kept on bridge.

Conditions may be imposed by Governor in Council.

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

Bonding powers.

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

Time for commencement and completion limited.

**17.** The work hereby authorized shall be commenced within two years after the Executive of the United States has consented to and approved such bridging, and be completed within five years thereafter, otherwise the powers granted under this Act shall cease and be null and void as respects so much of the undertaking as then remains uncompleted; provided

vided however that if such consent is not obtained within five years after the passing of this Act, then the powers granted for the construction of the works herein authorized shall cease and be null and void.

Time for obtaining consent limited.

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

Joint commission with United States.

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## 60 VICTORIA.

### CHAP. 14.

#### An Act to incorporate the Columbia Telephone and Telegraph Company.

[Assented to 5th October, 1896.]

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

Preamble.

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

Incorporation.

Corporate name.

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

Head office.

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

Capital stock.

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

Provisional directors.

Election of directors.

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

Company may acquire electrical patents.

Build telephone and telegraph lines.

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

Public rights preserved.

May not build a bridge.

May enter on public roads, etc.

7. With the consent of the municipal council having jurisdiction over the roads and streets of any city, town or municipality, the Company may, by its servants, agents or workmen enter upon any public road, highway, street, bridge, watercourse, navigable or non-navigable water or other such places in any city, incorporated town, village, county, municipality,

or other place, for the purpose of constructing, erecting, equipping, working and maintaining their line or lines of telephone and telegraph upon, along, across, over and under the same; and may erect, equip and maintain such and so many poles or other works and devices as the Company deems necessary for making, completing and supporting, using, working, and maintaining the system of communication by telephone and telegraph, and may stretch wires and other telephonic and telegraphic contrivances thereon, and, as often as the Company, its agents, officers or workmen think proper, may break up and open any part whatsoever of the said public roads, highways, streets, bridges, watercourses, navigable and non-navigable waters and other like places, subject, however, to the following provisions, that is to say:

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

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

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

(d.) Whenever, in case of fire, it becomes necessary for its extinction or the preservation of property, that the poles or wires should be cut, the cutting under such circumstances of the poles or any of the wires of the Company, under the direction of the chief engineer or other officer in charge of the fire brigade, shall not entitle the Company to demand or to claim compensation for any damage thereby incurred;

(e.) The Company shall be responsible for all damage which their agents, servants or workmen cause to individuals or property in carrying out or maintaining any of their said works;

(f.) The Company shall not cut down or mutilate any shade, fruit or ornamental tree;

(g.) In all municipalities the opening up of streets for the erection of poles, or for carrying the wires underground, shall be subject to the direction and approval of such engineer or other official as the council appoints, and shall be done in such manner as the council directs; the council may also direct and designate the places where the poles are to be erected in such municipality; and the surface of the street shall in all cases be restored as far as possible to its former condition by and at the expense of the Company;

(h.) No Act of Parliament requiring the Company, in case efficient means are devised for carrying telegraph or telephone wires

Erect poles.

Stretch wires.

Break up roads.

Travel not to be obstructed.

Height of wires.

Kind of poles.

Cutting poles or wires in case of fire.

Liability for damage.

Trees.

Approval of municipality.

Location of poles.

Company may be required to carry wires underground.

wires underground, to adopt such means, and abrogating the right given by this section to continue carrying lines on poles through cities, towns or incorporated villages, shall be deemed an infringement of the privileges granted by this Act, and the Company shall not be entitled to damages therefor ;

Workmen to wear badges.

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

Private rights.

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

Temporary removal of wires and poles.

(k.) If in the removal of buildings or if in the exercise of the public right of travelling on or using any public road, highway or street, it becomes necessary that the said wires or poles be temporarily removed, by cutting or otherwise, it shall be the duty of the Company at its own expense upon reasonable notice in writing from any person requiring the same, to remove such wires or poles, and in default of the Company so doing it shall be lawful for such person to remove the same at the expense of the Company, doing no unnecessary damage thereby ; and such notice may be given either at the office of the Company or to any agent or officer of the Company in the municipality wherein such wires or poles are required to be removed, or in the case of a municipality wherein there shall be no such agent or officer of the Company, then either at the said head office or to any agent or officer of the Company in the nearest or any adjoining municipality to that in which such wires or poles require to be removed ; provided that nothing in this Act contained shall give the Company the exclusive right to place or erect any poles for wires or place such wires at any place ;

Notice to company.

Approval of rates by Governor in Council.

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

Company may deal in electrical supplies.

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

Issue of bonds.

9. The Company may borrow such sum of money as is necessary for carrying out any of its objects or purposes, and may issue bonds therefor in sum of not less than one hundred

dollars each, which shall be a first charge upon the undertaking and property, real and personal, and the lines, works, and plant of the Company, such bonds being payable at such times, in such sums, and at such rates of interest as the directors determine: provided that the bonds issued and outstanding from time to time shall never exceed seventy-five per cent of the then total amount of the paid-up capital of the Company; and, provided also, that no mortgage, pledge, hypothecation or charge of or on any of the real estate, and no issue of bonds shall be made or given until sanctioned by a vote of the shareholders present in person or represented by proxy and representing two-thirds in value of the shares of the Company at a special general meeting duly called for that purpose.

Amount limited.

Approval of shareholders.

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## 60 VICTORIA.

### CHAP. 15.

#### An Act respecting the Hamilton Powder Company.

[Assented to 5th October, 1896.]

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

**1.** Notwithstanding the provisions of section two of its Act 1862, c. 73,  
section 2  
amended.  
of incorporation, being chapter seventy-three of the Statutes  
of 1862 of the late province of Canada, the Hamilton Powder  
Company may increase its capital stock to three hundred Increase of  
capital.  
thousand dollars, by the issue of four hundred new shares of  
the value of five hundred dollars each. The said shares shall  
be issued on such terms and conditions as are determined by a  
majority of the shareholders, present in person or represented  
by proxy, at a special general meeting of the shareholders duly  
called for that purpose. Provided, however, that the stock Approval of  
shareholders.  
shall not be increased until the resolution of the board of  
directors authorizing such increase has first been passed and  
approved of by the votes of shareholders representing at least  
two-thirds in value of the subscribed stock of the Company,  
present in person or represented by proxy at a special general  
meeting duly called for that purpose.

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

**3.** The directors of the Company may, when authorized by Place of  
business.  
a by-law for that purpose, passed and approved of by the votes  
of shareholders representing at least two-thirds in value of the  
subscribed stock of the Company present in person or represent-  
ed by proxy at a special general meeting duly called for that  
purpose, change the chief place of business of the Company to  
the city of Montreal, but such change shall not take effect until

Sections 5, 8,  
15 amended.

a copy of the by-law duly certified under the seal of the Company has been deposited with the Secretary of State, and has also been published in the *Canada Gazette*. So soon as the said chief place of business is established at the city of Montreal, the word "Montreal" shall be substituted for the word "Hamilton" wherever it appears in sections five, eight and fifteen of the said Act.

Section 12  
amended.

4. Section twelve of the said Act is hereby amended by substituting in place of the words "not exceeding in all at any time an amount equal to one-half of the paid-up capital of the Company," the words, "not exceeding in all at any time an amount equal to three-fourths of the paid-up capital of the Company."

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most Excellent Majesty.



# 60 VICTORIA.

## CHAP. 16.

### An Act for the relief of Albert Nordheimer.

[Assented to 5th October, 1896.]

**W**HEREAS Albert Nordheimer, of the city of Toronto, in Preamble. the county of York, in the province of Ontario, piano manufacturer, has by his petition set forth, that on the third day of June, one thousand eight hundred and eighty, at the said city of Toronto, he was lawfully married to Edith May Vankoughnet of the said city of Toronto, spinster, that they cohabited together as husband and wife until the month of August, one thousand eight hundred and ninety-three, and had issue of the said marriage three children, that in the month of August, one thousand eight hundred and ninety-three, the said Edith May Vankoughnet committed adultery with one William Cranston, the younger, and since then on divers occasions has committed adultery with the said William Cranston, the younger; and whereas he has humbly prayed that the said marriage may be dissolved and that he may be authorized to marry again, and that such further relief may be afforded him as is deemed meet; and whereas he has proved the said allegations of his petition, and it is expedient that the prayer thereof be granted: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

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

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



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