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No. 57.

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

BILL.

An Act to legalize a certain Agreement
between the Grand Trunk Railway Com-
pany, and the Town of Galt, and for
other purposes therein mentioned.

PRIVATE BILL.

MR. YOUNG.

OTTAWA :

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

An Act to legalize a certain Agreement entered into between The Grand Trunk Railway Company of Canada and the Corporation of the Town of Galt, and for other purposes therein mentioned.

WHEREAS the Corporation of the Town of Galt and The Grand Trunk Railway Company of Canada, by their respective petitions, have represented that they have respectively entered into the agreement set forth in the schedule to this Act, for the purposes in the said agreement mentioned; and that, on the part of the said Corporation of the Town of Galt, the Local Legislature of the Province of Ontario has legalized the said agreement; and whereas the said Petitioners have prayed that an Act may be passed legalizing the said agreement so far as it relates to the said Railway Company, and authorizing said Company to carry out all the provisions of the said agreement on their part; and The Grand Trunk Railway Company of Canada have also prayed for power to extend their line to the Village of Waterloo, in the County of Waterloo, in the said Province of Ontario; or for power to enter into an agreement with the Corporation of the said village as to the purchase or lease and working of the said extension; and whereas it is expedient to grant the prayer of the said petitions respectively: 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 agreement in the schedule to this Act contained, in so far as it relates to the said The Grand Trunk Railway Company of Canada, and to the making thereof on their part is hereby legalized and confirmed.

Agreement in schedule confirmed.

2. The Grand Trunk Railway Company is hereby authorized to carry out and perform the said agreement in the schedule to this Act set out, and the matters therein referred to which are to be carried out and performed by or on the part of the said Company, or which constitute conditions precedent to be performed by the said Company, whether as to building, acquiring right of way on either of the two surveys in the said agreement mentioned, or as to the working of the said extension; and in all, each, and every particular in the said agreement mentioned and provided, and in so far as any act required to be done, or which may be done, by the said Company, in the premises in the said agreement or in this Act mentioned; all the parts, sections, and provisions of the Railway Act, shall apply in favor of the said Company.

G. T. R. Company empowered to carry out agreement.

3. The Grand Trunk Railway Company of Canada may, for a nominal or other consideration, purchase, or from time to time

And may purchase or lease the extension.

lease for any number of years from the said Corporation of the Town of Galt, the extension mentioned in the said agreement with all and every of the lands, stations, and appurtenances belonging or appertaining thereto, and on such terms and conditions as the Company may think fit. 5

Provision as to future agreements.

4. The Grand Trunk Railway Company may, from time to time, enter into such other and further agreements respecting the said extension, in the said agreement mentioned, its construction and maintenance, and the working thereof; and may alter, vary, or change the same, or may vary the provisions of the said agree- 10
ment in the schedule to this Act set out, as respects the purchase or construction, or working of the said extension as the said Corporation and the Company may agree upon.

G. T. R. Company may purchase or lease branch to Waterloo.

5. The Grand Trunk Railway Company of Canada are hereby authorized to enter into an arrangement with the Corporation of 15
the Village of Waterloo for the purchase, at a nominal consideration, or the leasing from time to time of the line between The Grand Trunk Railway Company's present line, in the Town of Berlin, and the said Village which the said Corporation of the Village of Waterloo have been authorized to acquire and con- 20
struct, or any part thereof, upon such terms and conditions as the said Company and the said Corporation may think fit.

Or may construct the same.

6. The Grand Trunk Railway Company may, if so agreed upon by and between the Company and the Corporation of the Village of Waterloo, construct the said connection upon such terms as to 25
the construction and working of the said extension as the said parties may agree upon.

Provision as to future agreement.

7. The Grand Trunk Railway Company may, from time to time, and as often as the Company and the Corporation think proper, vary, alter, or change any agreement, lease, or terms of 30
purchase which may be made between them in respect of the construction, maintenance, and working of the said extension.

Enactments to apply.

8. The provisions of all the acts relating to the Grand Trunk Railway Company of Canada, and all the parts, sections, and provisions of the Railway Act, shall apply to the said extensions, 35
from the Village of Doon to the Town of Galt, and from the Town of Berlin to the Village of Waterloo respectively, and to the Grand Trunk Railway Company in working the same, in all respects so far as the said Grand Trunk Railway Company are concerned. 40

SCHEDULE.

This agreement, made the Thirtieth day of November, One Thousand eight hundred and seventy-one, between the Grand Trunk Railway Company of Canada, of the one part, and the Corporation of the Town of Galt, in the County of Waterloo, and Province of Ontario, of the other part.

Whereas the Corporation of the Town of Galt are desirous of forming a connection with the Berlin Branch of the said Grand Trunk Railway Company at the Village of Doon, in the said County of Waterloo; And whereas, on the Fourth day of July last past, a by-law was passed by the said Corporation (the free-

holders and householders by a majority having, by their votes, authorized the same) by the municipal council thereof, intituled "A By-law to raise, by way of loan, the sum of twenty-five thousand dollars for the purposes therein mentioned;" And whereas an agreement was entered into between C. J. Brydges, Esquire, as Managing Director of the Grand Trunk Railway, for such railway company; and Adam Ker, Esquire, as Mayor of the said Corporation of the Town of Galt, to the following effect, namely:—

That so soon as the said Corporation of the Town of Galt, or any number of individuals appointed on their behalf, shall have obtained a charter authorizing the building and continuing of such railway connection from Doon to Galt, and the right of way through the intervening lands shall have been acquired and fenced in, together with whatever bridges, culverts, and cattle guards, as are necessary, shall have been built and made, and the road-bed formed, and the necessary station buildings provided at Galt, said Grand Trunk Railway Company promise and covenant that, so soon as the said work shall have been performed, and the said charter secured, they will, at their own cost, furnish the necessary ties and rails, and lay the track, and work or run the said railway branch at their own cost and expenses, and also that the said railway branch shall, when completed, be run by at least one passenger train each way per day between Galt and Toronto, and a sufficient number of freight cars or trains supplied equal to the accommodation and business requirements of the said Town of Galt.

And it is hereby further agreed between the said contracting parties hereto, that the Corporation of the Town of Galt may adopt either of the two surveys (designated as the "upper and lower levels") which have been made of the said branch line of road from Doon to Galt, which they may find to be the best suited to their interests.

In witness whereof, the said Grand Trunk Railway Company of Canada, and the Corporation of the said Town of Galt have hereunto caused to be affixed their respective seals, the day and year above written, opposite to which their duly authorized officers have subscribed their names.

(SD.) C. J. BRYDGES,
MANAGING DIRECTOR,

G. T. R. Co. SEAL

