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No. 68.

1st Session, 8th Parliament, 27 Victoria, 1863.

BILL

An Act to amend the Act 23rd Victoria, chapter 105, entitled "An Act relating to the Northern Railway of Canada, so far as relates to the construction of the Branch line into the Town of Barrie, and other matters therein contained.

(PRIVATE BILL.)

Received and read first time, Monday, 7th
September, 1863.

Second reading, Wednesday, 9th September,
1863.

Mr. McCONKEY.

QUEBEC:

PRINTED FOR THE CONTRACTORS BY HUNTER,
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BILL.

No. 68.]

[1863.—2nd Sess.]

An Act to amend the Act 23rd Victoria, Chapter 105, intituled, "An Act relating to the Northern Railway of Canada" so far as relates to the construction of the Branch Line into the Town of Barrie, and other matters therein mentioned.

WHEREAS, the Municipal Corporation of the Town of Barrie, by their Petition to the Legislature have in effect represented, that in the year 1853, the said Corporation entered into an agreement with the Ontario, Simcoe and Lake Huron Railroad Union Company, with respect to the construction of a switch or branch Railway from the main line of Railway of the said Company to the said Town of Barrie, —that the said main line of Railway has since, under the Act of the 22nd year of Her Majesty's reign intituled, "An Act relating to the Northern Railway of Canada," become and now is vested in the Northern Railway Company of Canada,—and disputes have arisen and litigation, in consequence thereof, is now pending as to such agreement, and the non-construction of such switch or branch road, and the liability of the said last mentioned Railway Company, in damages or otherwise, by reason thereof; and whereas the Corporation of the Town of Barrie have prayed for Legislative intervention in the premises: and whereas in view of the consent of the interested parties that such intervention should take place in the manner hereinafter set forth, it is expedient to grant such prayer; Therefore, Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows:

1. The Municipal Council of the Town of Barrie by any description of agreement or form of title, whether for the carrying out of their agreements heretofore entered into with the interested parties or otherwise, may acquire from such interested parties either in the name of the Corporation of the said Town for the Northern Railway Company of Canada, or directly in the name of the Northern Railway Company of Canada, all the right of way, easements, and property in the soil whatsoever required for the construction of the said Switch or Branch Railway, from a point at or near the present Barrie Station of the said Company in the Township of Innisfil, to the place known as "McWatts' Wharf" in the Town of Barrie, and for the requisite station ground and buildings at or near the said wharf, together with such borrowing pits as may be requisite to that end, the whole as laid down on a diagram which is filed with the Secretary of the Railway Commissioners at Quebec, marked with the letter A, and signed by Frederick Cumberland and T. D. McConkey, or in substantial conformity with such diagram.

2. For the acquiring of such right of way, easements, and property, or of any part thereof, the said Council is hereby invested with all the powers of a Railway Company under the Railway Act, and all the powers conferred on the Council for that purpose.

powers of the said Railway Company under their special Acts relating thereto, and may exercise their powers either in the name of the Corporation of the said Town, or in that of the said Railway Company, in their discretion, and in the latter case, shall indemnify and hold harmless the said Railway Company, from all costs, damages, and 5 trouble whatsoever in the premises.

Upon tender of such right of way to the Railway Co. within one year the Company shall make such branch with the requisite works: in satisfaction of all suits. &c.

3. Upon tender by or on behalf of the said Council to the said Railway Company, free and clear of all costs or charges whatsoever, within one year from the passing of this Act, of a good and sufficient deed or deeds of conveyance, of all lands, rights, and easements requisite for the 10 purposes aforesaid, or in default thereof, then, upon tender of such awards, agreements or evidence of payments of compensation into Court, as may be sufficient under the eleventh section of "The Railway Act," to empower the said Railway Company to take possession of and hold 15 the said lands, rights, and easements, and to construct the said Switch or Branch Railway,—the said Railway Company shall forthwith construct the said Switch or Branch Railway, together with such station and other buildings, at or near the wharf aforesaid, as may be requisite 20 for the convenient and proper accommodation of the trade of the Town of Barrie and of the surrounding country, to be transacted at such station; and the same shall thenceforth form part of the Railway of the said Company, and shall be duly maintained and worked as such, and the completion of the said Switch or Branch Railway by the said Company, in accordance with the requirements of this Act, shall be 25 deemed and taken to be a complete satisfaction and discharge of all suits, actions, rights of actions, awards, judgments, claims, and demands heretofore existing on the part of the said Corporation for and in respect of the said Switch or Branch Railway or any matter or thing relating thereto.

Right of way vested in the Company free of all claims.

4. Every such award, agreement or evidence of payment into Court 30 as may be so tendered as aforesaid, shall vest in the said Railway Company an absolute and indefeasible right to the property awarded or agreed for, or to do the thing for which compensation may have been awarded or agreed upon, as the case may be, and no party claiming 35 interest, shall thereafter have or exercise any right or claim whatsoever in the premises as against the said Railway Company, but all such rights or claims shall subsist and be exercised as against the said Corporation of the Town of Barrie only, to the entire exoneration of the said Railway Company for liability of any kind whatsoever.

In default of making such branch within one year, Company to pay \$20,000 and all expenses incurred in obtaining right of way

5. In default of the said Railway Company to construct and wholly 40 finish the said Switch or Branch Railway, together with the said station and buildings, within one year from such tender to them as aforesaid, they shall pay or cause to be paid forthwith to the Corporation of the said Town, the sum of twenty thousand dollars, by way of penalty for liquidated damages sustained by the said Town of Barrie in respect of 45 the said agreement, and also all such sum or sums of money as the said Corporation have or shall have paid to the parties interested for such rights of way, easements, and property, and in default of such payments, the said Corporation may maintain an action of debt against the said Company to recover the same, or any part thereof, in any Court 44 of competent Jurisdiction in this Province; and the earnings and property, real and personal, of the said Company shall be liable for the payment of any judgment that may be recovered against the said Company as aforesaid.

6. And in default of the said Corporation of the Town of Barrie, to make and complete such tender of right of way, easements, and property as aforesaid within one year from the passing of this Act, the said Corporation shall forfeit all claims and demands against the said Company, for or in respect of any judgment, award, agreement, matter or thing heretofore at any time existing in respect of the said Switch or Branch Railway.

In default of tender of right of way, Town Council to forfeit all claim as to such branch

7. This Act shall be deemed a Public Act.

Public Act.