Canada. Laws, Statutes, etc.

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6th Session 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 2.

An Act to amend the Criminal Code.

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

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 Subsection two of section seventy-four of *The Criminal Code* is repealed and the following is substituted therefor:— R.S. c. 146, s. 74 amended.

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

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 Section seventy-seven of the said Code is repealed and the following is substituted therefor:— S. 77 amended.

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

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

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

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

every subject of His Majesty who,—

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

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

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

S. 263 amended.

Murder.

3. Section two hundred and sixty-three of the said Code is repealed and the following is substituted therefor:—

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

S. 299 amended.

Rape.

4. Section two hundred and ninety-nine of the said Code is repealed and the following is substituted therefor:—

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

Capital punishment abolished.

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

2.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 2.

An Act to amend the Criminal Code.

First reading, January 18, 1916.

MR. BICKERDIKE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 3.

An Act respecting The Burrard Inlet Tunnel and Bridge Company.

WHEREAS The Burrard Inlet Tunnel and Bridge Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1910, c. 74; 1913, c. 80; 1914, c. 73.

1. The Burrard Inlet Tunnel and Bridge Company may commence the construction of its bridge, tunnel and lines of railway which it is authorized to construct, and expend fifteen per cent of the amount of its capital stock thereon, within two years after the passing of this Act, and may complete the said bridge, tunnel and lines of railway and put them in operation, within five years after the passing of this Act; and if the said bridge, tunnel and lines of railway are not so commenced and such expenditure is not so made, or if the said bridge, tunnel or lines of railway are not completed and put in operation, within the said periods respectively, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said bridge, tunnel or lines of railway, as then remains uncompleted. Extension of time for construction. Limitation.

2. Section one of chapter seventy-three of the statutes of 1914 is repealed. Repeal.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 3.

An Act respecting The Burrard Inlet Tunnel and Bridge Company.

First reading, January 21, 1916.

(PRIVATE BILL.)

MR. STEVENS.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 4.

An Act respecting The Canadian Northern Railway Company.

WHEREAS The Canadian Northern Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1911, c. 56.

1. This Act may be cited as *The Canadian Northern Railway Act, 1916.* Short title.

2. The Canadian Northern Railway Company (successor by amalgamation to The Canadian Northern Branch Lines Company), hereinafter called "the Company," may commence and construct the line of railway authorized by paragraph (*a*) of section eight of chapter fifty-six of the statutes of 1911, namely:— Extension of time for construction. 1911, c. 56.

> From a point on the Oak Point Branch of the Canadian Northern Railway at or near Grosse Isle, thence in a generally northerly and westerly direction to Grand Rapids near the head of Lake Winnipeg, with a branch therefrom to a point on Sturgeon Bay on Lake Winnipeg.

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

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 4.

An Act respecting The Canadian Northern Railway Company.

First reading, January 21, 1916.

(PRIVATE BILL.)

MR. BRADBURY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 5.

An Act respecting The Canadian Northern Ontario Railway Company.

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

1. This Act may be cited as *The Canadian Northern Ontario Railway Act, 1916.* Short title.

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

(*a*) The line of railway authorized by sub-paragraph (*v*) of paragraph (*a*) of section two of chapter fifty-seven of the statutes of 1911, namely:— 1911, c. 57.

From a point on its authorized line at or within ten miles east of Toronto, westerly passing near or through Toronto, Hamilton and London to a point on the Detroit river at or near Windsor, with a branch from London to St. Thomas and also from London to a point on the St. Clair river at or near Sarnia, and a branch or loop in the townships of York and Scarborough, passing north of Toronto.

(*b*) Also the line of railway specified in paragraph (*a*) of subsection one of section two of chapter seventy-nine of the statutes of 1914, namely:— Extension of time for construction. 1914, c. 79.

From a point on its authorized line between Port Arthur and Sudbury, near the head of Long Lake, thence by the shortest practicable route in a generally northerly and westerly direction to a junction with the National Transcontinental Railway east of Lake Nipigon.

Limitation.

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

5.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 5.

An Act respecting The Canadian Northern Ontario Railway Company.

First reading, January 21, 1916.

(PRIVATE BILL.)

MR. MORPHY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 6.

An Act to confirm certain agreements made between The Canadian Northern Ontario Railway Company, The Canadian Northern Railway Company and The Canadian Pacific Railway Company.

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

Ratification of agreement of Oct. 1st, 1915, between C.P.R., C.N.R. and C.N.O.R. companies.

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

Ratification of agreement of Oct. 1st, 1915, between C.P.R. and C.N.O.R. companies.

2. The agreement made between The Canadian Pacific Railway Company and the Canadian Northern Ontario Railway Company, dated the first day of October, one thousand nine hundred and fifteen, a copy of which forms Schedule "B" to this Act, is hereby ratified and confirmed and declared to be valid and binding on the parties thereto in all respects whatsoever as fully and completely as if the said agreement and each and every clause thereof were set out at length and enacted in this Act, and the parties to the said agreement and each of them is hereby authorized

and empowered to do whatever may be necessary give to full effect to the provisions of the said agreement.

Power of Railway Board.

3. Nothing in this Act contained shall be deemed in any way to impair or restrict the powers of the Board of Railway Commissioners for Canada, and all the provisions of the *Railway Act* now applying to the said companies and their respective railways and undertakings and not inconsistent with the provisions of this Act shall continue to apply to the same.

Application of Railway Act.

SCHEDULE A.

This Agreement made this first day of October, one thousand nine hundred and fifteen, between The Canadian Pacific Railway Company, hereinafter called "the Pacific Company," of the First Part, and The Canadian Northern Railway Company and The Canadian Northern Ontario Railway Company, both hereinafter called and included as "the Northern Company," of the Second Part.

Recitals :— Lines of Railway at Port Arthur.

Whereas the Pacific Company owns a line of railway extending through the City of Port Arthur in the Province of Ontario, and the said the Canadian Northern Railway Company owns a line of railway extending from the West to a point approximately at the foot of Arthur Street in the said city, indicated by the letter "D" on the plan hereto attached and signed by the parties hereto for identification, and the said the Canadian Northern Ontario Railway Company has recently constructed a line of railway from Sudbury Junction to a point on the aforesaid line of the Pacific Company east of the Current River in the said city, indicated by the letter "A" on the said plan, and the two latter Companies are desirous of establishing a connection between their said lines of railway;

Proposed joint-user.

And whereas for the purpose of such connection and in order to avoid as far as possible the duplication of railway lines through the said city the Northern Company desires to have the use and benefit jointly and equally with the Pacific Company of certain tracks of the Pacific Company, indicated on the said plan ;

And whereas the Pacific Company has agreed thereto upon and subject to the terms and conditions hereinafter contained ;

Therefore the parties hereto do hereby mutually covenant and agree as follows:—

Construction of crossovers and connections.

1. The Pacific Company shall construct and maintain, for the exclusive use of the Northern Company hereunder, the tracks shown in yellow between the points "A" and "B" and

between the points "C" and "D" on the said plan, and shall also construct and maintain, as part of the Joint Premises hereinafter referred to, the crossover shown in red just west of the point "B" on the said plan, and shall re-arrange its existing tracks on the vicinity of the said point marked "C" as indicated on the said plan in order to permit of the proper operation of the trains of the Northern Company upon the Joint Premises hereinafter referred to, (the said points marked "A" and "B" being immediately east of the Pacific Company's crossing of the Current River in the City of Port Arthur, and the points marked "C" and "D" being in the vicinity of the Pacific Company's passenger station east of Arthur Street in the said city, the point marked "D" being on the east limit produced of Arthur Street), and the Pacific Company shall upon the completion of the work of construction and re-arrangement of the said tracks and cross-over provided for in this clause, render to the Northern Company accounts showing the details of all expenditures incurred by the Pacific Company in connection therewith, and upon receipt of such accounts the Northern Company shall forthwith repay to the Pacific Company the amount of such expenditures as shown thereby.

Location of points lettered on plan.

Payment of construction expenditures.

2. The Pacific Company shall upon and subject to the terms and conditions herein contained and to the observance and performance thereof by the Northern Company permit the Northern Company during the continuance of this agreement, to have its tracks connected with the tracks of the Pacific Company to be constructed as provided for by Clause One hereof, at the points indicated by the letters "A" and "D" on the said plan, and to use jointly with the Pacific Company and any other Company or Companies to which the Pacific Company may grant similar privileges, the tracks and crossovers shown in red, constructed or to be constructed, between the said points "B" and "C," such tracks and crossovers being hereinafter referred to as "the Joint Tracks." The joint tracks and the roadbed thereof and all structures in connection therewith and a strip of land occupied thereby, all as shown within dotted lines and shaded red on the said plan, and all such additional lands, railway facilities and appurtenances as may, pursuant to Clauses Eight and Nine hereof or by mutual agreement between the parties hereto be acquired or set apart or provided or constructed for the use or benefit of the parties hereto upon or under the terms of this Agreement are hereinafter for the purposes of this Agreement referred to collectively as "the Joint Premises."

Northern Co. may use joint tracks.

Definition of Joint Tracks.

Definition of Joint Premises.

Right of partial withdrawal.

The Northern Company shall have the right, subject to the proviso hereinafter contained, to withdraw from that portion of the Joint Premises lying to the east of the easterly limit of Stephen Street shown on the plan hereto attached, at any time within ten years from the date of this Agreement upon giving to the Pacific Company six month's notice in writing of its intention so to do, in which event the Pacific Company shall, at the expense of the Northern Company, move the tracks, crossovers, connections, safety appliances and appurtenances to be constructed and installed near the points marked "A" and "B" to some convenient points in the vicinity of Stephen Street, and thereafter the said easterly limit of Stephen Street shall be regarded as the easterly limit of the Joint Premises, and the rentals, maintenance and other charges payable by the Northern Company under the terms of this Agreement shall be adjusted accordingly.

Telegraph and telephone

3. The Pacific Company shall during the currency of these presents, permit the Northern Company to have the use of the telegraph poles of the Pacific Company situate on the Joint Premises, for the purpose of carrying the telegraph and telephone wires of the Northern Company upon the following terms and conditions, that is to say—

(*a*) The Northern Company shall furnish its own wire, cross-arms and other supplies and shall attach its cross-arms and string its wire on the poles of the Pacific Company;

(*b*) The Northern Company shall pay to the Pacific Company for the privileges granted by this paragraph an annual rental of five cents per pin for each wire strung on the poles of the Pacific Company, which rental shall include the cost of ordinary maintenance which shall be performed by the Pacific Company, but the Northern Company shall be responsible for and shall bear the expense of all renewals of its cross-arms or wires;

(*c*) The Northern Company shall give the Superintendent of Telegraphs of the Pacific Company, having jurisdiction over that portion of its line, reasonable notice of its desire to do any work on the poles of the Pacific Company in connection with the construction, maintenance or operation of the telegraph and telephone lines of the Northern Company, and all such work shall be subject to the supervision of the said Superintendent of the Pacific Company.

Track connections and interlocking appliances.

4. The Pacific Company shall at the expense of the Northern Company construct and maintain the connections between the tracks constructed as provided for by Clause One hereof and the tracks of the Northern Company at the points marked "A" and "D" on the said plan,

and shall at the like expense install, maintain and operate the necessary interlocking and other protective appliances (including interlocking connections with all the joint tracks) at the junctions with the main tracks of the Pacific Company at the points marked "B" and "C" on the said plan, and shall at the like expense install, maintain and operate the necessary interlocking and other appliances on the lines of the Northern Company within the respective interlocking zones, and shall at the like expense from time to time install, maintain and operate such other appliances for the protection or maintenance of or in connection with the said junctions as may be required or ordered by the Board of Railway Commissioners for Canada. Provided that the interlocking and protective appliances at or near the point marked "C" on the said plan shall not be installed until such time as the Pacific Company shall deem it necessary.

Operation by Northern Co.

5. The Northern Company shall operate its trains upon the Joint Premises with its own engines and train crews, and the joint tracks and the tracks shown in yellow on the said plan are to be used by the Northern Company solely for the purpose of operating thereover its passenger, freight and work trains and other rolling stock of every description, without the privilege of stopping on the said tracks or of using any of the facilities of the Pacific Company other than the said tracks between the points "A" and "D" on the said plan.

Limitation thereon.

Operation for companies controlled by Northern Co.

6. The trains and engines of the Northern Company and of any Company now or hereafter owned or controlled (through stock ownership or otherwise) by it or operated as part of the Canadian Northern Railway system, shall be considered the trains and engines of the Northern Company, and the Northern Company shall have the right to operate the same in its own name over the joint tracks and the tracks shown in yellow on the said plan, under the terms of this Agreement; Provided, however, that the Northern Company shall not assign, transfer or set over to any other person or corporation whatsoever any right, claim or interest in this Agreement, or give or assume to give to any other person or corporation any rights or interest in, upon or in respect of the Joint Premises or any part thereof, nor shall the Northern Company, except to the extent in this Clause provided, undertake to operate the traffic of any other company over the joint tracks or upon the Joint Premises under cover of this Agreement, and any assignment or transfer or any instrument contrary to this Clause shall be void and of no effect.

Not otherwise to assign or give rights hereunder.

Pacific Co. to maintain Joint Premises, etc.

7. The maintenance, repair and renewal of the Joint Premises and the tracks shown in yellow shall be done by the Pacific Company, and all work incidental thereto shall be done under the sole direction and supervision of the proper officers of the Pacific Company.

Additional lands.

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

Additional facilities.

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

facilities and appurtenances, permanent improvements, alterations, additions, substitutions, works and things.

Equal rights in parties.

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

Operation governed by regulations of Pacific Co.

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

Common employees.

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

Damage caused by negligence of exclusive employee.

13. All loss, damage or injury whether to the property of either Company party hereto, or of any person or company whether received by either party or in its care or custody or otherwise or to any person or company in respect of property or person while such property or person is on the Joint Premises, or if not on the Joint Premises caused or occasioned by or arising out of anything originating, transacted or

done within the purview of this agreement on the Joint Premises, or to the Joint Premises, and generally all loss, damage and injury of whatsoever description by whomsoever sustained, caused by the negligence of one Company or its exclusive employee (not being a common agent or employee as above described) shall be assumed and borne by such Company, but this clause shall not give to any third party any claim or cause of action.

Damage caused by negligence of common employee.

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

Damage caused by negligence of common and exclusive employees jointly.

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

Other damage or loss.

16. The parties hereto shall severally assume and bear all loss, damage and injury sustained by them respectively not coming under Clauses Thirteen, Fourteen or Fifteen hereof.

Wrecks due to aforementioned negligence.

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

Wrecks due to inevitable accident, etc.

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

Costs and defence of legal proceedings.

19. In case proceedings are commenced against either party hereto for loss, damage or injury which the other agrees herein to exclusively assume or bear, the party

proceeded against may give notice thereof to the other and thereupon the last named party shall assume the defence of said proceedings and save the party proceeded against harmless from all loss and costs. And in case proceedings are commenced against both parties hereto for loss, damage or injury which is to be exclusively assumed or borne by one of them alone, such one shall assume the defence of said proceedings and save the other party hereto harmless from all loss and costs. In case proceedings are commenced against one party hereto for loss, damage or injury for which hereunder both parties may be liable to contribute, the other party will join or assist in defending, and any costs which may be awarded shall be borne in the proportions provided for in Clauses Thirteen, Fourteen and Fifteen, as the case may be.

Disputes as to cause of damage to be arbitrated.

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

Payments by Northern Co.

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

Rental Joint Premises.

(*a*) A rental of Three hundred and twelve ($312.00) Dollars per month (being on the basis of interest at the rate of four and one-half per centum per annum on one-half the sum of One hundred and sixty-six thousand four hundred ($166,400) Dollars, the estimated present value of the lands comprised in the Joint Premises, payable at the offices of the Pacific Company at Montreal on the First day of each and every month, the first of such payments being rental for the month of October, to be paid on the first day of November, nineteen hundred and fifteen.

Payable.

Rental lands shown in yellow on plan.

(*b*) A further rental of Seventy-three Dollars ($73.00) per month (being on the basis of interest at the rate of four and one-half per centum per annum on the sum of Nineteen thousand, four hundred and sixty-six Dollars ($19,466.00), the estimated present value of the lands shaded in yellow and to be occupied by the tracks shown in yellow on the said plan), such rental to be payable at the same times and in the same manner as the rental provided to be paid under sub-paragraph (*a*) of this Clause Twenty-one.

Rental present improvements.

(*c*) A further rental of Two hundred and twenty Dollars ($220.00) per month, being on the basis of interest at the rate of four and one-half per centum per annum (4½%) on one-half the sum of One hundred and seventeen thousand three hundred and thirty-three Dollars ($117,333.00), the actual cost of the improvements now constructed, erected, placed and made under the provisions of the Agreement on the lands comprised in the Joint Premises, including (without restricting the generality of the foregoing expressions) tracks, ballasting, switches, protective appliances and all other appurtenances, excepting as specified in sub-paragraph (*e*) of this Clause Twenty-one, such rental to be payable at the same times and in the same manner as the rental provided to be paid under sub-paragraph (*a*) of this Clause Twenty-one; Provided that the cost of any such improvements hereafter so constructed, erected, placed and made shall from time to time be added to the said sum of One hundred and seventeen thousand three hundred and thirty-three Dollars ($117,333.00) and the rental payable under this sub-paragraph increased accordingly.

Future improvements.

Cost of maintenance, repairs, etc.

(*d*) Such proportion of the total amount of the cost and expense incurred by the Pacific Company in the maintenance, repair and operation of the Joint Premises as the number of engines and cars of all classes, both loaded and empty, transported by the Northern Company over the Joint Premises, or any portion thereof, during each month, bears to the total number of engines and cars of all classes, both loaded and empty, transported during such month over the Joint Premises or any portion thereof (save and except engines and cars of the Pacific Company engaged in switching movements between its Wharf Spur at the foot of Arthur Street shown on the said plan, and any point to the west of the Joint Premises); payable monthly, upon the first day of each and every month during the continuance of this agreement; the first of such payments to be made upon the first day of the month succeeding the first month in which any such expense shall have been incurred. Without limiting the items of cost chargeable to maintenance, repair and operation as

Car basis.

Maintenance items.

herein mentioned, it is understood that there shall be included therein all rates, taxes and assessments charged against or payable upon or in respect of the Joint Premises or any portion thereof, all insurance premiums payable in respect of structures comprised in the Joint Premises, the entire salaries, wages and expense accounts of all employees engaged exclusively in work on or in connection with the Joint Premises and a fair proportion of the salaries, wages and expense accounts of all such employees as may be partially or occasionally engaged in work on or in connection with the Joint Premises and all costs and expenses not included in the foregoing which according to the usual practice of Railway Companies are properly charged to maintenance, repair and operation.

Maintenance of interlocking, etc.

(*e*) The full cost and expense of the maintenance, repair renewal and operation of the interlocking, signalling and other protective devices mentioned in Clause Four hereof and the full cost and expense of the maintenance, repair and renewal of the connecting tracks and crossover mentioned in Clause One hereof.

Rendering accounts.

22. The Pacific Company shall render to the Northern Company, as soon as possible after the end of each month, bills showing moneys which have become due, owing or payable to or earned by Pacific Company under the provisions of sub-paragraphs (*d*) and (*e*) of Clause Thirty-one hereof; and the Northern Company shall pay to the Pacific Company, within Thirty days after the receipt of each such Bill, the amount owing to the Pacific Company as indicated thereby.

Default by Northern Co. in payment.

23. Should the Northern Company fail to make any of the payments herein stipulated to be made when they shall become due and payable as herein provided and such failure shall continue for sixty days after demand for payment shall have been made in writing by the Pacific Company, the Pacific Company may upon at least thirty days' notice in writing to the Northern Company (unless within such thirty days the Board of Railway Commissioners for Canada, upon the application of the Northern Company, after ten days' notice to the Pacific Company, orders otherwise), exclude the Northern Company from the benefit and enjoyment of the Joint Premises, or any portion thereof or of this Agreement, as the Pacific Company may deem advisable, and this Agreement and all the rights and privileges of the Northern Company hereunder, shall thereupon, at the option of the Pacific Company, cease and determine. Such demand in writing and such notice shall be made and given by being delivered or mailed in accordance with the provisions of Clause Twenty-eight hereof, and the Sixty

Notice of default.

and Thirty-days, respectively, above mentioned, shall run from the date of delivery or mailing the said demand or notice, respectively. In any case in which any difference shall be submitted to arbitration under the provisions hereof in respect of the particular default by reason of which it is sought to exercise such right of termination, then the interval between the service of notice of intention to refer and the making of the arbitrators' award shall not in respect of such particular default be deemed to be included in the period of thirty and sixty days above referred to. Provided that nothing herein contained shall relieve the Northern Company of its obligations hereunder to pay its share of interest and the other moneys payable by it hereunder at the times and in the manner hereinbefore provided for, and if such difference in any particular case be as to the amount payable by the Northern Company, the Northern Company shall nevertheless pay to the Pacific Company the amount alleged by the Pacific Company to be owing, but shall be entitled to recover back any excess which the arbitrators may find to have been paid by it. Upon the termination of this Agreement from any cause whatsoever, the Northern Company shall immediately disconnect its tracks from the tracks of the Pacific Company at the said points of junction indicated by the letters "A" and "D" on the said plan, and, failing so to do, the Pacific Company may disconnect the said tracks at the expense of the Northern Company and may at the like expense remove from its property all the tracks and facilities shown in yellow on the said plan.

Arbitration clause.

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

Joint privileges to other companies.

25. It is understood and agreed that neither this Agreement nor anything herein contained shall in any way limit the right of the Pacific Company to grant to any other

Railway Company or Companies upon such terms as the Pacific Company may deem proper privileges in respect of the Joint Premises or any part thereof similar to those hereby given to the Northern Company; Provided, however, that upon the admission of any other Railway Company or Companies to the use or benefit of the Joint Premises, or any portion thereof, in conjunction with the Pacific Company and the Northern Company, there shall, for the purpose of meeting the altered conditions, be an equitable readjustment of the terms and provisions of this Agreement, including a readjustment of the payments to be made by the Northern Company for the use and enjoyment of the Joint Premises as herein provided (due regard being had to the extent of the use and benefit of the Joint premises by the several companies using the same). In the event of the parties hereto being unable to agree upon a proper readjustment of any or all of such terms and provisions, the same shall be referred to the Board of Railway Commissioners for Canada for settlement, and the settlement and determination of the said Board in respect thereof shall be final and binding upon the parties hereto; and the terms and provisions so agreed upon or so settled and determined shall thereafter constitute the Agreement between the parties in respect of the matters covered thereby as fully as if the same were set out herein and formed a part of this Agreement. It is further understood that upon any readjustment (if any) of rentals under the provisions of this Clause, the rental payable by the Northern Company based upon the value of the lands comprised in the Joint Premises is not to be increased by reason of any increased value in such lands after the date of this Agreement, nor is the Northern Company upon any such readjustment to have the benefit of any increase in the value of such lands, it being the intention that upon any such readjustment the Pacific Company alone is to obtain the benefit of any increase which may take place in the value of such lands, and of any rental payable by any admitted Company in respect of any such increased value.

Readjustment of terms.

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

Period 20 years.

999 years upon ratification by Parliament.

Candour clause.

27. Should it be found in practice that cases or events which may arise or happen have not been provided for in this Agreement or 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, in each and every such case or event the parties hereto shall negotiate with fairness and candour, new or other clauses to meet such new case or event in an equitable manner or to obviate any injustice or difficulty which may be caused to either party.

Notices.

28. All notices to be given under this Agreement shall be in writing and may be served by delivering them or mailing them by prepaid registered letters to the Secretary of the Canadian Northern Railway Company at Toronto, Ontario, or to the Secretary of the Pacific Company at Montreal, P.Q., as the case may be.

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

(C.P.R. Seal)

THE CANADIAN PACIFIC RAILWAY COMPANY.
T. G. SHAUGHNESSY, President.
H. C. OSWALD, Asst. Secretary.

(C.N.R. Seal)

THE CANADIAN NORTHERN RAILWAY COMPANY.
D. D. MANN, Vice-President.
R. P. ORMSBY, Asst. Secretary.

(C.N.O.R. Seal)

THE CANADIAN NORTHERN ONTARIO RAILWAY COMPANY.
D. D. MANN, Vice-President.
R. P. ORMSBY, Asst. Secretary.

SCHEDULE B.

This Agreement, made this first day of October, one thousand nine hundred and fifteen, between the Canadian Pacific Railway Company, hereinafter referred to as the "Pacific Company," *of the First Part*, and the Canadian Northern Ontario Railway Company, hereinafter referred to as the "Northern Company," *of the Second Part.*

Whereas the Northern Company is about to establish its own freight yard and freight facilities to the north and in the vicinity of the North Toronto Branch of the Pacific Company, in the City of Toronto, and its Divisional Yard at Leaside Junction, in the County of York, all in the Province of Ontario, and desires to obtain access to said yards

and facilities over certain portions of the said North Toronto Branch, and to have the benefit and enjoyment of the passenger station and facilities which the Pacific Company is constructing on the said North Toronto Branch, in the vicinity of Yonge Street, in the said City;

And whereas the Northern Company has acquired the right of way for its line of railway parallel to and immediately to the North of the existing right of way of the Pacific Company, and extending from the point "X" on the West side of Dovercourt Road to the point "Y" on the East side of Avenue Road, as shown on the plan hereto annexed marked "A";

And whereas the Board of Railway Commissioners for Canada (hereinafter referred to as "the Board") has issued certain orders providing for the elevation of the tracks, including the tracks to be used jointly by the parties hereto, extending from a point at or near Summerhill Avenue, to a point at or near Dovercourt Road, all in the said City, and the re-arrangement of certain sidings and the construction of certain other sidings connecting with the said tracks, and showing the approximate location of the passenger station to be used jointly by the said parties;

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

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

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

Now, therefore, this Agreement witnesseth, that in consideration of the premises and of the mutual covenants and agreements hereinafter contained the parties hereto do hereby mutually covenant and agree as follows:—

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

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

(*c*) "Joint Premises," wherever mentioned herein, shall be deemed to refer to and include the Joint Tracks and the roadbed thereof, the land now owned by the Pacific Company shown coloured violet on the said plans "B" and "C", the lands to be acquired by the Pacific Company pursuant to Paragraph Twenty-one hereof and shown coloured red and green on the said plan "B", the said proposed passenger station and passenger facilities of the Pacific Company at North Toronto, situate upon the said lands shown coloured violet, red and green on the said plan "B" and the tracks and facilities shown coloured yellow on the said plan "C" and every portion thereof, and all additional lands, railway facilities and appurtenances which may, pursuant to Paragraphs Twenty-three and Twenty-four hereof, or by mutual agreement between the parties hereto, be acquired, set apart, provided or constructed for the use or benefit of the parties hereto upon or under the terms of this Agreement;

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

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

3. The Pacific Company shall construct the Common Tracks in accordance with the said plan "A", and the subways indicated on said plan in accordance with detail plans approved by the Board, and shall perform all work incidental thereto, the Common Tracks to be at thirteen foot centres and equal portions of the lands of the Northern Company and the Pacific Company to be occupied by such

tracks, and the Pacific Company shall in the first instance assume and be responsible for all claims for compensation for lands taken or injuriously affected in connection with the said work, save and except the lands to the North of the Northern Company's right of way referred to in Paragraph Ten hereof; provided and it is hereby understood and agreed that for the purpose of constructing the connections between the tracks of the Pacific Company and the Common Tracks, as shown in red at or near the point "X" on the said plan "A", the Pacific Company shall be allowed to encroach upon the property immediately to the north of its right of way to the extent necessary to enable it to construct, maintain and operate, during the currency of these presents, the connection with its northerly track, and the Northern Company will guarantee and secure to the Pacific Company quiet and peaceable enjoyment during the said term of the land necessary for that purpose.

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

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

6. All existing industrial tracks and sidings to the north of the line of the Pacific Company and connecting therewith, as shown on plan "A", shall be re-arranged and connected with the service track shown in green on the said plan "A"; PROVIDED, HOWEVER, that the Northern Company shall perform promptly and satisfactorily all switching service for the Pacific Company to and from such tracks and sidings at a nominal rate of One Dollar per car.

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

8. The service track shown in red on the said plan "A" and all industrial tracks and sidings now or hereafter constructed to the South thereof, and connecting therewith, shall be for the exclusive use of and shall be maintained and operated by the Pacific Company, which shall perform promptly and satisfactorily all switching service for the

Northern Company to and from such tracks and sidings at the current interswitching tariff rates.

9. The Northern Company shall pay to the Pacific Company one-half the cost of carrying out the work referred to in Paragraphs Three and Four hereof, and all work incidental thereto, including compensation for all lands taken or injuriously affected in connection therewith (save and except the lands to the North of the Northern Company's right of way referred to in Paragraph Ten hereof) and in such costs shall also be included the sum of twenty-two thousand nine hundred dollars ($22,900), being the value of the existing single track of the Pacific Company to be used in common, such payments to be made from time to time within thirty days after the receipt of properly certified accounts showing the amounts owing and to include interest at the rate of five per centum (5%) per annum from the dates of expenditure to the respective dates of payment by the Northern Company, it being understood that all amounts heretofore expended by the Pacific Compay in connection with the said work shall bear interest at the said rate from the dates of expenditure until the date of payment by the Northern Company, and one-half of the aggregate of such amounts and interest shall be included in the first account to be rendered by the Pacific Company to the Northern Company hereunder, which account may be rendered at any time after the date hereof; provided, and it is hereby understood and agreed that in ascertaining the cost of carrying out such work the cost of re-arranging the existing industrial tracks and sidings to the North and South of the line of the Pacific Company, so as to connect such industrial tracks and sidings with the service tracks shown in green and red respectively on the said plan "A", shall not be included, but the Northern Company shall pay to the Pacific Company in accordance with this paragraph the cost of re-arranging all such existing industrial tracks and sidings to the North and connecting the same with the said service track shown in green, and the Pacific Company shall bear the cost of re-arranging all such existing industrial tracks and sidings to the South and connecting the same with the said service track shown in red.

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

purposes together with interest thereon at the rate of five per centum (5%) per annum from the dates of expenditure to the respective dates of payment by the Pacific Company, and the Pacific Company shall within thirty days after receipt of any such account pay to the Northern Company one-half the amount therein stated to have been expended, together with one-half the interest thereon, it being understood that all amounts heretofore expended by the Northern Company for the purposes mentioned in this Paragraph, shall bear interest at the said rate and shall be included in the first account to be so rendered.

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

12. Should the Pacific Company in the future construct a third track on its property immediately South of the Southerly Common Track shown on plan "A", the Northern Company shall during the currency of this Agreement have the right to use the same jointly with the Pacific Company, providing the Northern Company shall elect to exercise such right within five years after such third track has been constructed and the Pacific Company has served notice in writing to that effect on the Northern Company, and, if the Northern Company elect to exercise such right, it shall pay to the Pacific Company within thirty days after the rendering of the accounts therefor, one-half the value of the land on which such third track is constructed and one-half the cost of constructing the said track, including interest on such cost of construction, from the dates upon which the expenditures in connection therewith shall have been made by the Pacific Company, and thenceforth during the currency of these presents such third track shall be treated in respect of its operation and maintenance and the expense thereof as one of the Common Tracks provided for in this Agreement.

13. The Pacific Company shall construct and complete the elevated tracks and passenger station building and facilities as indicated in yellow upon the said plan "B", and in

accordance with the detail plans of the Yonge Street Subway approved by the Board, and shall re-arrange its team tracks and industrial sidings as indicated in red on the said plan "B."

14. The Pacific Company shall, when requested so to do by the Northern Company, construct the extension of the Northern Company's service track easterly from Avenue Road together with the cross-over and connections between such extension and the Joint Tracks at the points marked "R" and "S", all as shown in green upon the said plan "B" and shall also install and construct any appliances for the protection of, or in connection with the said junctions or either of them, as may from time to time be accorded by the Board, and shall maintain such tracks, cross-over, junctions and appliances; all expense in connection with such construction and maintenance to be borne by the Northern Company.

15. The Pacific Company shall at the expense of the Northern Company construct and maintain during the continuance of this Agreement connections between the tracks of the Northern Company and the Common Tracks at the point marked "X" on the said plan "A", and the Joint Tracks at the point marked "Z" on the said plan "C", and at such points as shall be necessary to reach the proposed freight and divisional yards of the Northern Company, referred to in the first recital hereof, and the Pacific Company shall also at the expense of the Northern Company provide and construct the necessary interlocking and other protective appliances at the said points of junction marked "X" on the said plan "A", and "Z" on the said plan "C", including interlocking connections with all the Common or Joint tracks, as the case may be, the necessary interlocking and other appliances on the lines of the Pacific Company within the respective interlocking zones, and proper means of communication by telephone or otherwise, as the Pacific Company shall see fit, between the junction at the said point marked "Z" and the Leaside Station of the Pacific Company, and the Pacific Company shall also at the expense of the Northern Company provide and construct such other appliances for the protection of or in connection with any of the junctions mentioned in this Paragraph as may be required or ordered by the Board. The Pacific Company shall at the expense of the Northern Company maintain and operate the said appliances.

16. All expense of construction incurred by the Pacific Company under Paragraphs Fourteen and Fifteen hereof, shall be paid to it by the Northern Company forthwith after receipt of properly certified accounts thereof, and all other

expenses incurred by the Pacific Company on account of the Northern Company under either of said Paragraphs, shall be paid to the Pacific Company by the Northern Company monthly upon receipt of properly certified accounts thereof.

17. The Pacific Company shall upon and subject to the terms and conditions herein contained, and to the observance and performance thereof by the Northern Company permit the Northern Company during the continuance of this Agreement to operate its trains over the Joint Tracks and to have the full and equal use, benefit and enjoyment of the Joint Premises in conjunction with the Pacific Company, and any other Company or Companies to which the Pacific Company may grant similar privileges; provided, however, that in respect of the handling of its freight traffic over those portions of the Joint Tracks shown on the said plan "B" the rights and privileges of the Northern Company under this Agreement shall be confined to the two main line tracks and the most northerly station track shown in yellow on the said plan "B", so as to enable the freight trains of the Northern Company to pass over such tracks to and from its local freight and divisional yards hereinbefore referred to and that in addition to the other provisions of this Agreement as to the handling of trains, it is understood that the movement of trains and cars to and from any freight yards which the Northern Company shall at any time hereafter construct in the vicinity of Yonge Street aforesaid, shall be performed only in such manner as shall be satisfactory to the Pacific Company, and so as not to interfere in any manner or to any extent with the movement of passenger trains or the handling of passenger traffic; and provided, further, that upon the admission of any other railway company to the use of the Joint Premises in conjunction with the Pacific Company and the Northern Company there shall for the purpose of meeting the altered conditions be an equitable re-adjustment of the terms and conditions of this Agreement, including the re-adjustment of the payments to be made by the Northern Company for the use and enjoyment of the Joint Premises as herein provided, due regard being had to the extent of the use and benefit of the Joint Premises by and to the several companies using the same. In the event of the parties hereto being unable to agree upon a proper re-adjustment of any or all of such terms and conditions the same shall be referred to the Board for settlement, and the settlement and determination of the Board in respect thereof shall be final and binding upon the parties hereto, and the terms and conditions so settled and determined shall thereby constitute the Agreement of the parties in

respect of the matters covered thereby as fully as if the same were set out herein and formed part of this Agreement, but except in so far as the terms and conditions of this Agreement may be so varied by Agreement or by the settlement and determination of the Board, this Agreement shall be in no way varied or altered. It is further understood that upon any re-adjustment (if any) of rentals under the provisions of this Paragraph the rental payable by the Northern Company based upon the value of the lands comprised in the Joint Premises, exclusive of the improvements thereon, shall not by reason of any increased value of such lands at the date of the admission of such other railway company, be increased during the remainder of the then current revaluation period of twenty-one years referred to in Paragraph Twenty-two hereof, and likewise that the Northern Company shall not during the currency of such revaluation period of twenty-one years, have the benefit of any increase in the value of such lands, it being the intention that upon such readjustment of rentals and during such current revaluation period the Pacific Company alone is to obtain the benefit of any increase which may take place in the value of such lands and of any rental payable by any admitted company in respect of such increased value.

18. The value, for the purpose of this Agreement, of the Pacific Company's property shown coloured violet on the said plans "B" and "C", including the tracks, railway facilities and appurtenances (including buildings) situate thereon prior to the commencement of the work of track elevation shall be deemed to be One million, eight hundred and seventy thousand, three hundred and seventy-four dollars ($1,870,374.00), which shall form the Capital Account and shall bear interest at the rate of four and one-half (4½) per centum per annum, from the date upon which the Northern Company shall commence to use the Joint Premises, or any portion thereof, or the date upon which the Joint Passenger Station and passenger facilities shall be completed and ready for use, whichever date shall be the earlier.

19. The total amount expended or to be expended by the Pacific Company upon and in connection with the carrying out of the work referred to in Paragraph Thirteen hereof, including interest thereon at the rate or four and one-half (4½) per centum per annum from the dates of expenditure, shall from time to time be added to the Capital Account referred to in Paragraph Eighteen hereof, and shall bear interest at the rate therein mentioned.

20. The amount realized from the disposal of the old material of any portion of the Joint Premises shall be credited

to the said Capital Account, thereby reducing the amount to that extent on which interest is to be payable as in this Agreement provided, and the balance only shall bear interest as herein provided.

21. The Northern Company shall, in consideration of a price to be agreed upon, convey or cause to be conveyed to the Pacific Company those portions of Lots Eleven, Twelve, Thirteen and Fourteen, on the north side of Cottingham Street, according to Registered Plan Number 390, shown coloured red on the said plan "B", and shall also, without consideration, convey or cause to be conveyed to the Pacific Company all right, title and interest of itself or any other person or corporation in and to that portion of Gange Avenue shown coloured green on the said plan, which portions are required in connection with the construction of the Joint Premises and shall be regarded in all respects as portions of the Joint Premises, and the amount so paid by the Pacific Company to the Northern Company as provided in this Paragraph, shall be added to the Capital Account referred to in Paragraph Eighteen hereof, and shall bear interest at the rate therein mentioned.

22. The lands from time to time comprised in that portion of the Joint Premises, lying between the Easterly side of Avenue Road and the Westerly side of Summerhill Avenue (exclusive of all buildings, tracks, fixtures and appurtenances, shall be revalued at the end of each period of twenty-one years from the date hereof, and in default of Agreement by the parties hereto such revaluation shall be made and fixed by arbitration in accordance with the provisions of Paragraph Fifty-three hereof, and the valuation so agreed upon or made and fixed by arbitration as aforesaid, shall be deemed to be the value of the said lands (exclusive of all buildings, tracks, fixtures and appurtenances) for the purposes of arriving at the amount of the Capital Account hereunder throughout the next period of twenty-one years, calculated from the end of the period then just expired.

23. The Pacific Company shall from time to time during the continuance of this Agreement acquire and set apart for the use and benefit of the parties hereto upon and under the terms of this Agreement such additional lands at Toronto as in the opinion of the parties hereto, may be required for the accommodation of the traffic and business of the parties hereto intended to be carried on and done hereunder on the Joint Premises; and the cost or determined value of such additional lands, including all expenses of or incidental to the acquisition and setting apart thereof, shall from the date of such acquisition and setting apart be added

to the Capital Account and shall bear interest at four and one-half per centum (4½%) per annum, payable at the times and in the manner provided in Paragraph Forty-three hereof.

24. The Pacific Company shall from time to time during the continuance of this Agreement provide or construct upon any land which shall at such time or times be comprised in that portion of the Joint Premises shown on the said plan "B", such additional railway facilities and appurtenances (including new passenger station buildings) as in the opinion of the parties hereto may be required for the operation and handling of the traffic and business of the parties hereto, and shall rearrange, rebuild, alter or make such permanent improvements, additions or extensions to or substitutions for any railway facilities or appurtenances (including buildings) now or at any time hereafter comprised in the said portion of the Joint Premises, as in the opinion of the parties hereto may be so required, and the Pacific Company shall likewise from time to time provide and construct upon any land which shall at such time or times be comprised in that portion of the Joint Premises shown on the said plan "C", such additional railway facilities and appurtenances as in the opinion of the Pacific Company may be required for the purposes above mentioned, and shall re-arrange, rebuild, alter or make such permanent improvements, additions, or extensions to or substitutions for any railway facilities or appurtenances (including buildings) now or any time hereafter comprised in the said last mentioned portion of the Joint Premises, as in the opinion of the Pacific Company may be so required, and shall provide, make and construct such works and things in connection with the Joint Premises or any portion thereof as have been, or may from time to time be ordered or required by the Board, or any other properly constituted authority; and the cost of any and all such additional railway facilities and appurtenances, permanent improvements, buildings and rebuildings, alterations, extensions, additions, substitutions, works and things shall be added to Capital Account and shall bear interest at the rate of four and one-half per centum (4½%) per annum, payable at the times and in the manner provided in Paragraph Forty-three hereof, it being understood that interest on every amount expended under the provisions hereof shall begin to accrue upon the date when such respective amount is expended; provided that, should there be any dispute or difference of opinion between the parties hereto as to the necessity or expediency of any work which either party may at any time after the completion of the passenger

station and facilities now under construction desire to have done under the provisions of this paragraph for any of the purposes herein referred to upon that portion of the Joint Premises shown on the said plan "B", such dispute or difference shall be referred to arbitration as provided by Paragraph Fifty-three hereof.

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

26. Subject to the proviso herein contained, the trains of the Northern Company shall in every respect be treated by the Officers, Agents and employees of the Pacific Company or those in charge or control of or engaged upon the Joint Premises and Common Tracks as trains of a similar class of the Pacific Company, and shall have equal preference over trains of an inferior class belonging to either of the parties, and the Northern Company shall have the right to run all classes of trains over the Common and Joint Tracks, subject only to the regulations prescribed or provided for herein; and in case of doubt between the trains of the parties hereto of the same class under the established rules, the trains of the Pacific Company shall be held to have the preference; it being understood and agreed that the main tracks shall, as far as practicable be kept unobstructed for the use of either party; the trains of the Northern Company shall be operated under such orders, rules and regulations as shall from time to time be approved by the General Superintendent of the Pacific Company at Toronto.

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

any dispute arising as to the reasonableness of any such rules, regulations or orders, the same shall be determined by the Board.

28. The Pacific Company shall, from time to time, appoint an Agent who shall have entire control of the station staff and the handling of trains, and the transaction of all necessary and usual current business of the Joint Passenger Station, and of the maintenance and operation of the Joint Premises and Common Tracks in the interest of both parties, and shall be deemed to be a joint employee of both parties, and the Pacific Company shall, on demand, for reasonable cause stated by the Northern Company, remove from employment in and about the Joint Premises and Common Tracks any such agent.

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

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

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

32. The maintenance, repair and operation of the Joint Premises and Common Tracks shall, except as herein otherwise provided, be done by the Pacific Company, and all work incidental thereto shall be done under the sole direction and supervision of the Agent appointed under the provisions of Paragraph Twenty-eight hereof.

33. The employees of the Pacific Company, while engaged in the maintenance of the Joint Premises or Common Tracks or in doing any act or transacting any business in respect of the trains or traffic of or otherwise in any manner on account of the Northern Company, shall for the time being be considered as employees of the Northern Company.

34. The trains and engines of the Northern Company and of any Company owned or controlled (through stock ownership or otherwise) by it or operated as part of the Canadian Northern Railway System shall be considered the trains, engines and cars of the Northern Company, and the Northern Company shall have the right to operate the same in its own name over the Common Tracks and into and out of the Joint Premises under the terms of this Agreement. The trains and engines of the Pacific Company and of any company owned or controlled (through stock ownership or otherwise) by it or operated by it as part of the Canadian Pacific Railway System shall be considered the trains, engines and cars of the Pacific Company, and the Pacific Company shall have the right to operate the same in its name, over the Common Tracks and into and out of the Joint Premises under the terms of this Agreement; Provided, however, that the Northern Company shall not assign or transfer any rights or interest in this Agreement, or give or assume to give to any other Company or person any rights or interest in, upon or in respect of the Common Tracks or the Joint Premises, or any part thereof, nor shall the Northern Company, except to the extent in this Paragraph provided, undertake to operate the traffic of any other company over the Common Tracks or into or out of the Joint Premises under cover of this Agreement, and any assignment or transfer or any instrument contrary to this Paragraph shall be void and of no effect.

35. Each of the parties hereto shall as between the parties hereto be responsible for all loss, damage or injury which may occur to person or property on its trains, for all such loss, damage or injury which may be done by its trains (including damage by fire originating from its trains) whether or not the condition or arrangement of the Joint Premises or Common Tracks or lands owned by the Pacific Company or Northern Company contribute in any manner or to any extent to such loss, damage, or injury, and for all damage to its trains while on the Joint Premises or Common Tracks, except in the case of collision between one of its trains and a train of the other party due to the fault of the enginemen or trainmen of one of them, in which case the party whose enginemen or trainmen are at fault shall be responsible for and make good to the other all loss, damage

and injury caused by the collision, but this Paragraph shall not give to any third party any claim to which he or she would not otherwise be legally entitled.

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

37. In any case where loss, damage or injury has resulted to any person or property, and such loss, damage or injury does not fall within the provisions of Paragraphs Thirty-five and Thirty-six hereof, then and in all and each of such cases the damages and costs or either and all loss thereby caused shall be charged to the account of the Working Expenses, in addition to the matters included in the definition of the Working Expenses in this Agreement.

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

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

one of them alone, such one shall assume the defence of said proceedings and save the other party hereto harmless from all loss and costs. In case proceedings are commenced against one party hereto for loss, damage or injury for which hereunder both parties may be liable to contribute, the other party will join or assist in defending, and any costs which may be awarded shall be borne as provided in Paragraph Thirty-seven hereof.

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

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

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

43. The Northern Company shall pay to the Pacific Company a sum equal to one-half the interest at the rate of four and one-half per centum (4½%) per annum, calculated as hereinbefore provided, upon the value of the Pacific Company's property as set out in Paragraph Eighteen hereof and upon all moneys expended by the Pacific Company on Capital Account under the provisions of this Agreement (less credits, if any), such payments to be made on the first day of each and every month during the contin-

uance of this Agreement, the first payment of interest (which shall include interest on the value of the Pacific Company's property as aforesaid and on the amounts added to Capital Account under Paragraph Nineteen hereof) shall be made on the first day of the month next succeeding the date specified in Paragraph Eighteen hereof, an adjustment being made for the broken period, if any.

44. (a) All Working Expenses, whether in respect of the Joint Premises or Common Tracks, shall be divided and paid by the parties hereto in the proportion which the number of engines and cars of each, passing over the Joint Tracks and Common Tracks or any portion thereof, bears to the total number of engines and cars passing over the said tracks or any portion thereof.

(b) For the purpose of such apportionment the agent shall keep and render to each party hereto monthly, an account of every vehicle, both loaded and unloaded (including engines), which enters upon or leaves the Joint Premises or Common Tracks in the ordinary course of its passenger and freight business, each such vehicle being counted once on entering and once on leaving.

(c) The Pacific Company shall keep and furnish to the Northern Company as soon as possible after the end of each month, accurate accounts of such Working Expenses for such month, apportioned between said parties in the manner above referred to, and the Northern Company shall pay to the Pacific Company within fifteen days after the receipt of each such account, the amount owing by the Northern Company as indicated thereby.

(d) The books, accounts and other documents of the Pacific Company relating to such Working Expenses, shall be open to the inspection of the Northern Company.

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

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

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

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

49. If and as often as any of the buildings or other property forming part of the Joint Premises be destroyed in whole or

in part by fire or other casualty, the same shall be rebuilt or replaced without delay, either according to its former design or such other design, if any, as the parties hereto may agree upon, and the cost of so doing less the amount of insurance, if any, which may be received in respect of the destruction or damage thereof, shall be added to the Capital Account, and the Pacific Company shall find the necessary funds, and they shall form part of the Capital Account and bear interest as in the case of providing or constructing additional railway facilities and appurtenances as provided for in Paragraph Twenty-four hereof; Provided, and it is understood and agreed that while it is the intention of the Pacific Company to insure and keep insured in the usual way during the continuance of this Agreement against loss by fire all the buildings and other property forming part of the Joint Premises for such amounts from time to time as will, in the opinion of its Insurance Commissioner, reasonably protect the same against loss, no liability of any kind shall rest upon the Pacific Company if such intention to insure and keep insured is not carried out, whether by reason of negligence or omission on the part of the Pacific Company, its Insurance Commissioner or otherwise, or by reason of breach of conditions of any policy or contract of insurance which would void the same or give to the Insurance Company a defence to any action upon the policy or contract.

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

51. The Pacific Company, for itself and its successors, doth hereby covenant with the Northern Company and its successors, that the Pacific Company and its successors will from time to time and at all times hereafter perform, observe and fulfil the terms and conditions herein contained, and on its and their part intended to be performed, observed and fulfilled, and will duly pay all moneys as and when they ought to be paid, according to the terms and conditions herein contained, and further, that the Northern Company and its successors paying its share of interest and all other moneys payable by it as hereinbefore in this Agreement mentioned, and performing, observing and fulfilling the

covenants and terms and conditions herein contained and on its and their part intended to be performed, observed and fulfilled shall from time to time and at all times hereafter have the right and easement subject to the terms hereof jointly with the Pacific Company, to use and occupy and have the full benefit of the Joint Premises and all properties intended to be covered by that expression according to the terms of this Agreement, and of all the rents, issues, and profits thereof in the respective proportions and on the terms and conditions hereinbefore in this Agreement set forth without interruption or interference by the Pacific Company or any other party or parties whomsoever claiming under it; Provided, however, and it is hereby agreed, that in the event of the Northern Company failing to pay the interest or any other amount payable by it as aforesaid for the period of six months after demand made, or failing for the like period to comply with the covenants and agreements on its part in this Agreement contained, the Pacific Company shall have the power by notice under its Corporate Seal to terminate this Agreement, and in that event the Northern Company shall and will forfeit to the Pacific Company all its rights under this Agreement and shall be excluded from the use of the Joint Premises and all tracks on the property of the Pacific Company, while such default continues; Provided, further, that in any case in which any difference shall be submitted to arbitration under the provisions hereof in respect of the particular default by reason of which it is sought to exercise such right of termination or exclusion, then the interval between the service of notice of intention to refer and the making of the arbitrators' award shall not in respect of such particular default be deemed to be included in the period of six months above referred to; Provided, further, that nothing herein contained shall relieve the Northern Company of its obligation hereunder to pay its share of interest and the other moneys payable by it hereunder at the times and in the manner hereinbefore provided for, and, if such difference in any particular case be as to the amount payable by the Northern Company, the Northern Company shall nevertheless pay to the Pacific Company the amount alleged by the Pacific Company to be owing, but shall be entitled to recover back any excess which the arbitrators may find to have been paid by it.

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

53. Any difference which may arise under this Agreement, either as to its construction or respecting the carrying out of the same according to the true intent and meaning thereof shall, if it cannot be amicably adjusted by the parties hereto, be submitted to arbitration in the following manner: the party desiring such reference shall appoint an arbitrator and give notice thereof and of intention to refer to the other party, who shall within thirty days after receipt of such notice appoint on its behalf an arbitrator, in default of which an arbitrator on behalf of such other party may be appointed by one of the Judges of the Supreme Court of Ontario, upon the application of the party desiring such reference after ten days' notice to the other party. The two arbitrators so appointed or selected shall select a third, and the award of the said three arbitrators, or a majority of them, made after due notice to both parties of the time and place of hearing the matter referred and hearing the party or parties who may attend, shall be final and binding on both parties to this Agreement, and the parties hereto expressly agree to abide thereby. In case the two arbitrators first appointed fail to appoint a third within ten days after they have both been appointed, then the third arbitrator may be appointed by one of the Judges of the Supreme Court of Ontario on application of either party after ten days' notice to the other party. In case of the death or refusal or inability to act of any arbitrator or if for any cause the office of any arbitrator becomes vacant, his successor shall be appointed in the same manner as is provided for his appointment in the first instance, unless the parties otherwise agree. Each party shall pay half the costs of and incidental to any such arbitration.

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

55. The Northern Company shall have the right, subject to the proviso hereinafter contained, to withdraw from that portion of the Joint Premises lying to the east of the Westerly side of said Summerhill Avenue, shown on the plan "C" hereto attached, at any time within ten years after the date of this Agreement, upon giving to the Pacific Company

six months' notice in writing of its intention so to do, in which event the Pacific Company shall, at the expense of the Northern Company, change the junction between the tracks of the Northern Company and the Joint Tracks from the location now proposed at or near Donlands, as shown on said plan "C", to the new location at or near the said Westerly side of Summerhill Avenue, and shall at the like expense make all changes in the tracks, protective appliances and appurtenances as may be necessary in connection with such change in the point of junction, and thereafter the said Westerly side of Summerhill Avenue shall, for all the purposes of this Agreement, be regarded as the Easterly limit of the Joint Premises, and the rentals, maintenance and other charges payable by the Northern Company under the terms of this Agreement shall be adjusted accordingly; Provided, however, that if the Pacific Company shall decide to double-track that portion of its line from Summerhill Avenue to Leaside, and shall give to the Northern Company notice in writing of its intention so to do, the Northern Company shall, within three months following the receipt of such notice, notify the Pacific Company in writing whether or not it elects to withdraw from the portion of the Joint Premises shown on said plan "C", and if it elects to withdraw, all its rights in and to the said last mentioned portion of the Joint Premises and the provisions of this Agreement applicable thereto shall, at the expiration of two years thereafter absolutely cease and determine, and, in the event of the Northern Company electing to continue to use the said last mentioned portion of the Joint Premises or failing during said period of three months to give any notice of its election, such use shall continue during the full term of this Agreement, and all the provisions thereof shall apply without any further right on the part of the Northern Company to withdraw as provided in this Paragraph.

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

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

THE CANADIAN PACIFIC RAILWAY COMPANY.

(Sgd.) T. G. SHAUGHNESSY,
L.S. President.
(Sgd.) H. C. OSWALD,
Asst. Secretary.

THE CANADIAN NORTHERN ONTARIO RAILWAY COMPANY.

(Sgd.) D. D. MANN,
L.S. Vice-President.
(Sgd.) R. P. ORSMBY,
Asst. Secretary.

6th Session, 12th Parliament, 6 Georg: V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 6.

An Act to confirm certain agreements between The Canadian Northern Ontario Railway Company, The Canadian Northern Railway Company and The Canadian Pacific Railway Company.

First reading, January 21, 1916.

(PRIVATE BILL.)

MR. MORPHY.

OTTAWA
Printed by J. DE L. TACHÉ,
Printer to the King's most Excellent Majesty
1916

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 7.

An Act respecting The Farnham and Granby Railway Company of Canada.

WHEREAS The Farnham and Granby Railway Company of Canada has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1914, c. 66.

Extension of time for construction.

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

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 7.

An Act respecting The Farnham and Granby Railway Company of Canada.

First reading, January 21, 1916.

(PRIVATE BILL.)

MR. DOUGLAS.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 8.

An Act respecting The Niagara, St. Catharines and Toronto Railway Company.

WHEREAS The Niagara, St. Catharines and Toronto Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1899, c. 77; 1906, c. 132; 1908, c. 134; 1913, c. 159.

1. This Act may be cited as *The Niagara, St. Catharines and Toronto Railway Act, 1916.* Short title.

2. The Niagara, St. Catharines and Toronto Railway Company, hereinafter called "the Company," may commence and construct the lines of railway authorized by section two of chapter one hundred and fifty-nine of the statutes of 1913, namely:— Extension of time for construction. 1913, c. 159.

(i) Port Colborne to Fort Erie, and Fort Erie to the city of Niagara Falls;

(ii) From the city of Niagara Falls to the town of Niagara, and from the town of Niagara to the city of St. Catharines;

(iii) From the town of Welland to the city of Brantford;

(iv) An extension of the line of the St. Catharines and Niagara Central Railway Company to a point on the Niagara river at or near Fort Erie, and an extension to the city of Toronto passing at or near the city of Hamilton.

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

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 8.

An Act respecting The Niagara, St. Catharines and Toronto Railway Company.

First reading, January 21, 1916.

(PRIVATE BILL.)

MR. MORPHY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 8.

An Act respecting The Niagara, St. Catharines and Toronto Railway Company.

(Reprinted as amended and reported by the Railway Committee.)

WHEREAS The Niagara, St. Catharines and Toronto Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1899, c. 77; 1906, c. 132; 1908, c. 134; 1913, c. 159.

1. This Act may be cited as *The Niagara, St. Catharines and Toronto Railway Act, 1916.* Short title.

2. The Niagara, St. Catharines and Toronto Railway Company, hereinafter called "the Company," may commence and construct the lines of railway authorized by section two of chapter one hundred and fifty-nine of the statutes of 1913, namely:— Extension of time for construction. 1913, c. 159.

(i) Port Colborne to Fort Erie, and Fort Erie to the city of Niagara Falls;

(ii) From the city of Niagara Falls to the town of Niagara;

(iii) From the town of Welland to the city of Brantford;

(iv) An extension of the line of the St. Catharines and Niagara Central Railway Company to a point on the Niagara river at Fort Erie.

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

Electric and other power.

4. Section five of chapter one hundred and fifty-nine of the statutes of 1913 is amended by striking out all the words after "energy" on line four thereof.

Consent of municipalities.

5. Section six of the last mentioned Act is amended by striking out from "purposes" on line five to "and" on line six, and from "municipality" on line eleven to the end of the section.

8.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 8.

An Act respecting The Niagara, St. Catharines and Toronto Railway Company.

(Reprinted as amended and reported by the Railway Committee.)

(PRIVATE BILL.)

MR. MORPHY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 9.

An Act respecting The Peace River Tramway and Navigation Company.

WHEREAS The Peace River Tramway and Navigation Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1914, c. 69

1. The Peace River Tramway and Navigation Company may commence the construction of its railway authorized by section eight of chapter sixty-nine of the statutes of 1914 and expend fifteen per cent of the amount of its capital stock thereon within two years after the passing of this Act, and may complete the said railway and put it in operation within five years after the passing of this Act; and if the said railway is not so commenced and such expenditure is not so made, or if the said railway is not completed and put in operation within the said periods respectively, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Extension of time for construction.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 9.

An Act respecting The Peace River Tramway and Navigation Company.

First reading, January 21, 1916.

(PRIVATE BILL.)

MR. DOUGLAS.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 10.

An Act to incorporate *Les Sœurs de l'Assomption de la Sainte-Vierge.*

Preamble.

WHEREAS a legally constituted association of religious, known under the name of "*Sœurs de l'Assomption de la Sainte-Vierge,*" having for objects the instruction of children, the formation of teachers and works of charity, has existed for over sixty years in the province of Quebec, and whereas the persons hereinafter named, being members of the said association, have prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. Reverend Sister Sainte-Monique, *née* Adèle Beauchemin, superior general, Sister du Sacré-Cœur, *née* Clara Béliveau, assistant general, Sister Sainte-Joséphine, *née* Olivine Godin, second assistant, Sister Sainte-Marie, *née* Mathilde Leduc, third assistant, Sister Marie du Saint-Sacrement, *née* Victorine Béliveau, fourth assistant, together with all such persons as are now or may become members of the said association, are incorporated under the name of "Les Sœurs de l'Assomption de la Sainte-Vierge," hereinafter called "the Corporation."

Name.

Rights continued.

2. In so far as may be necessary, the Corporation shall have the same rights and obligations as the association mentioned in the preamble.

Directors.

3. The persons named in section one of this Act, and all others who in accordance with the rules and constitution of the Corporation become their successors, shall be the directors of the Corporation.

Head office.

4. The head office of the Corporation shall be in the municipality of the town of Nicolet, in the province of Quebec, or in such other place in Canada as may, from time to time, be determined by by-law of the Corporation. But any such change must be approved of by the Governor in Council and notice thereof be given in *The Canada Gazette*.

Branches.

5. The Corporation may, from time to time, establish branches of its order at any place in Canada.

Objects.

6. The objects of the Corporation shall be the instruction and Christian education of children, the formation of teachers, works of charity, and the progress and advancement, by all legitimate means, of education, religion, charity and benevolence, in each and every province of Canada; provided, however, that nothing in this section shall be considered as conferring on the Corporation any powers, regarding the execution of the said objects, which exclusively belong to any province in Canada, save in accordance with and under the authority of the laws of such province.

By-laws.

7. The Corporation shall be governed by the constitution, rules and customs of its order, and may, from time to time make by-laws for,—

(*a*) the administration, management and control of the property, business and other affairs of the Corporation;

(*b*) the internal management, the appointment, election, number, powers, duties and remuneration of the officers, directors, employees, agents and servants of the Corporation;

(*c*) the admission, departure and dismissal of members of the Corporation;

(*d*) the appointment of committees and their duties;

(*e*) the calling of meetings, regular or special, of the Corporation or any of its committees;

(*f*) the fixing of the necessary quorum and procedure in all things at such meetings.

Real estate.

8. The Corporation may acquire all lands, tenements, hereditaments and property, real or personal, and all convents, chapels and schools situated in Canada, belonging at present to the said association or order, and the use, occupation and possession of which are enjoyed under letters patent, charters or the laws of any of the provinces of Canada.

9. The Corporation may purchase, or otherwise acquire and hold, any property, real or personal, corporeal or incorporeal, whatsoever, given, granted, devised or bequeathed to it, or appropriated, purchased or acquired by it in any manner or way whatsoever, for the uses and purposes of the Corporation. Acquisition of property.

2. The value of the real estate held in Canada by or in trust for the Corporation shall not exceed four million dollars. Value.

10. The Corporation may also sell, convey, exchange, alienate, hypothecate, mortgage, lease or demise any property, real or personal, held by it, by way of investment for the uses and purposes mentioned in the next preceding section; and may also, from time to time, invest its funds or moneys, and any funds or moneys vested in or acquired by it, for the uses and purposes aforesaid, in and upon any security by way of mortgage, hypothec or charge upon real property in any part of Canada; and for the purposes of such investment may take, receive or accept mortgages or assignments thereof, whether made and executed directly to the Corporation, or to any corporation, body, company or person, in trust for it; and may sell, grant, assign and transfer such mortgages or assignments, and may release and discharge such mortgages or assignments either wholly or in part. Investments.

11. The Corporation may, from time to time, borrow money at such rate of interest and upon such terms as it deems proper; and may, for such purposes, make and execute mortgages, bonds, hypothecs, debentures or other instruments under the seal of the Corporation; and may issue and sign bills of exchange and promissory notes. Borrowing.

12. The revenues, issues and profits of all the properties held by the Corporation shall be apportioned and applied solely, according to the rules and customs of the order, to the maintenance of the members of the Corporation and the construction and repair of buildings and the acquisition of property requisite for the purposes of the Corporation, and for the advancement of the objects of the Corporation. Application of revenues, etc.

13. In respect to any real property which, by reason of its situation or otherwise, is subject to the legislative authority of the Parliament of Canada, a license in mortmain shall not be necessary for the exercise of the powers granted by this Act; but otherwise the exercise of the said powers shall, in any province in Canada, be Provincial laws to prevail.

subject to the laws of such province as to the acqusition and holding of lands by religious corporations, in so far as such laws apply to the Corporation.

Transfers.

14. In so far as authorization by the Parliament of Canada is necessary, any person or corporation in whose name any property, real or personal, is held, in trust or otherwise, for the uses and purposes aforesaid, or any such person or corporation on whom any such property devolves, may, subject to the terms and conditions of any trust relating to such property, transfer such property, or any part thereof, to the Corporation to be held in such trust, if any.

Rights saved.

15. Nothing contained in this Act shall affect nor be considered as affecting any of the rights of His Majesty, his heirs or successors, nor of any person or persons, nor of any body politic or legally constituted.

10.

6th Session, 12th Parliament 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 10.

An Act to incorporate *Les Sœurs de l'Assomption de la Sainte-Vierge.*

First reading, January 21, 1916.

(PRIVATE BILL.)

MR. LEMIEUX.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 11.

An Act respecting British America Nickel Corporation Limited.

WHEREAS British America Nickel Corporation Limited, hereinafter called "the Company," has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1914, c. 132.

Increase of number of directors.

1. Notwithstanding the provisions of section seventy-six of the *Companies Act* as enacted by section three of chapter sixteen of the statutes of 1908, the Company may, by by-law, in the manner provided in the said section, increase the number of its directors to not more than twenty. 1908, c. 16.

British subjects.

2. A majority of the Company's directors shall be British subjects.

Delegation of powers to an executive committee.

3. The shareholders of the Company may by a resolution passed by a vote of those present, or represented by proxy and holding not less than two-thirds of the issued capital stock represented, at a general meeting called for that purpose, authorize the directors to delegate any of their powers to an executive committee consisting of not less than three to be elected by the directors from among their number. A committee so formed shall in the exercise of the powers so delegated conform to any regulation that may be imposed upon it by such resolution or by the directors.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 11.

An Act respecting British America Nickel Corporation, Limited.

First reading, January 26, 1916.

(PRIVATE BILL.)

MR. NORTHRUP.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 12.

An Act respecting The Calgary and Edmonton Railway Company.

WHEREAS The Calgary and Edmonton Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1914, c. 74.

Extension of time for construction.

1. The Calgary and Edmonton Railway Company, hereinafter called "the Company," may within two years after the passing of this Act commence to construct any of the lines of railway authorized by section one of chapter seventy-four of the statutes of 1914, and may, within five years after the passing of this Act, complete any of the said lines of railway; and if within the said periods respectively any such line is not so commenced or is not so completed and put in operation, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of that line of railway as then remains uncompleted.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 12.

An Act respecting The Calgary and Edmonton Railway Company.

First reading, January 26, 1916.

(PRIVATE BILL.)

MR. DOUGLAS.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 12.

An Act respecting The Calgary and Edmonton Railway Company.

(Reprinted as proposed to be amended in the Railway Committee.)

WHEREAS The Calgary and Edmonton Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1914, c. 74.

1. The Calgary and Edmonton Railway Company, hereinafter called "the Company" may, within two years after the passing of this Act, commence to construct any of the lines of railway authorized by section one of chapter seventy-four of the statutes of 1914, namely:— Extension of time for construction.

(*a*) from a point on its Macleod Branch in townships nineteen, twenty or twenty-one, in a westerly direction to a point on the south branch of Sheep Creek in range four, west of the fifth meridian, in the province of Alberta;

(*b*) from a point on the line described in paragraph (*a*) of this section to a point on the north branch of Sheep Creek in range two, three or four, west of the fifth meridian, in the province of Alberta;

(*c*) from a point on the line described in paragraph (*a*) of this section to a point on Trap Creek in range six, west of the fifth meridian, in the province of Alberta,

and may, within five years after the passing of this Act, complete any of the said lines of railway; and if within the said periods respectively any such line is not so commenced or is not so completed and put in operation, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of that line of railway as then remains uncompleted.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 12.

An Act respecting The Calgary and Edmonton Railway Company.

(Reprinted as proposed to be amended in the Railway Committee.)

(PRIVATE BILL.)

MR. DOUGLAS.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 13.

An Act respecting The Canadian Pacific Railway Company.

Preamble.

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

Short title.

1. This Act may be cited as *The Canadian Pacific Railway Act, 1916.*

Extension of time for construction.

2. The Canadian Pacific Railway Company, hereinafter called the "Company," may, within two years after the passing of this Act, commence the construction of the line of railway authorized by section one of chapter ninety-five of the statutes of 1908 as amended by section two of chapter eighty-one of the statutes of 1910, and the lines of railway authorized by paragraphs (*c*) and (*g*) of section one of chapter seventy-eight of the statutes of 1912, and may, within five years after the passing of this Act, complete the said lines of railway, and if, within the said periods respectively, the said lines of railway are not so commenced or not so completed and put in operation, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of any of the said lines as then remains uncompleted.

1908, c. 95, s. 1; 1910, c. 81, s. 2; 1912, c. 78, s. 1.

Limitation.

Extension of time for completion.

3. The Company may, within five years after the passing of this Act, complete and put in operation the line of railway which it was authorized to construct by paragraph (*b*) of section three of chapter seventy-four of the statutes of 1907 and also the line of railway which it was authorized to construct by paragraph (*i*) of the said section and chapter, and by section five of chapter ninety-six of the statutes of 1913, and if the said lines of railway are not so completed and put in operation within the said period the powers of

1907, c. 74, s. 3; 1913, c. 96, s. 5.

construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of any of the said lines of railway as then remains uncompleted.

Issue of consolidated debenture stock, or preferred stock.

4. Notwithstanding anything contained in any of the Acts relating to the Company or in the by-laws thereof, or in the resolutions of its shareholders, the Company may, if the directors so determine, issue any consolidated debenture stock or preferred stock which it may be at any time empowered to issue either in denominations of Canadian currency or of sterling money of Great Britain and may, at the request of the holders of any such consolidated debenture stock or preferred stock, heretofore or hereafter issued, convert and reconvert the same from the one into the other of said denominations on such terms as the directors of the Company may from time to time prescribe; provided that nothing herein contained shall be deemed to affect any rights vested in the holders of any of said consolidated debenture stock or preferred stock heretofore issued or to limit any powers heretofore conferred upon the Company.

Proviso.

13.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 13.

An Act respecting The Canadian Pacific Railway Company.

First reading, January 26, 1916.

(PRIVATE BILL.)

MR. BENNETT, (Calgary).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 13.

An Act respecting The Canadian Pacific Railway Company.

(Reprinted as proposed to be amended in the Railway Committee.)

Preamble.

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

Short title.

1. This Act may be cited as *The Canadian Pacific Railway Act, 1916.*

Extension of time for construction.

1908, c. 95, s. 1; 1910, c. 81, s. 2; 1912, c. 78, s. 2.

2. The Canadian Pacific Railway Company, hereinafter called the "Company," may, within two years after the passing of this Act, commence the construction of the line of railway authorized by section one of chapter ninety-five of the statutes of 1908 as amended by section two of chapter eighty-one of the statutes of 1910, from a point at or near Killam or some other point in township forty-four, ranges twelve, thirteen and fourteen west of the fourth meridian in a northwesterly direction, to a point at or near Strathcona, in the province of Alberta; and the lines of railway authorized by paragraphs (*c*) and (*g*) of section two of chapter seventy-eight of the statutes of 1912, namely:—

(*c*) from a point at or near Sedgewick on its Hardisty subdivision in a southerly direction to a point in township thirty-nine or forty, range eleven, twelve or fourteen, west of the fourth meridian, in the province of Alberta; and

(*g*) from a point at or near Irricana in an easterly and southeasterly direction to a point in township twenty or twenty-one, range eleven or twelve, west of the fourth meridian, in the province of Alberta,

and may, within five years after the passing of this Act, complete the said lines of railway, and if, within the said periods respectively, the said lines of railway are not so commenced or not so completed and put in operation, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of any of the said lines as then remains uncompleted.

Limitation.

Extension of time for completion.

1907, c. 74, s. 3; 1911, c. 59, s. 4; 1913, c. 96, s. 5.

3. The Company may, within five years after the passing of this Act, complete and put in operation the line of railway which it was authorized to construct by paragraph (*b*) of section three of chapter seventy-four of the statutes of 1907, from a point on the Pheasant Hills branch of the Canadian Pacific Railway in township thirty-nine or forty, range nineteen or twenty west of the third meridian, in a northerly and westerly direction towards the Battle River, thence westerly through townships forty-three, forty-four or forty-five to a point in range five or six west of the fourth meridian; thence southerly and westerly crossing the Pheasant Hills branch of the Canadian Pacific Railway to a junction with the Lacombe extension of the Calgary and Edmonton Railway in township thirty-six, thirty-seven or thirty-eight, range eleven, twelve or thirteen west of the fourth meridian, a distance of about one hundred and eighty miles and also the line of railway which it was authorized to construct by paragraph (*i*) of the said section and chapter as amended by paragraph (*c*) of section four of chapter fifty-nine, of the statutes of 1911, and by section five of chapter ninety-six of the statutes of 1913, namely: from a point in township six, seven, eight or nine, range thirty, west of the second meridian in a westerly direction to a connection with the Crow's Nest Pass branch, between range sixteen west of the fourth meridian and Lethbridge, a distance of about three hundred and fifty miles: Provided, however, that the Company may make the terminus of the said line at Lethbridge, or at a point on the Alberta Railway and Irrigation Company's railway in or near the town of Stirling, and if the said lines of railway are not so completed and put in operation within the said period the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of any of the said lines of railway as then remains uncompleted.

Issue of consolidated debenture stock, or preferred stock.

4. Notwithstanding anything contained in any of the Acts relating to the Company or in the by-laws thereof, or in the resolutions of its shareholders, the Company may, if the directors so determine, issue any consolidated debenture stock or preferred stock which it has been or

may be at any time empowered to issue either in denominations of Canadian currency or of sterling money of Great Britain and may, at the request or with the consent of any holder of any such consolidated debenture stock or preferred stock, heretofore or hereafter issued, convert or reconvert the stock held by such holder from the one into the other of said denominations on such terms as the directors of the Company may from time to time prescribe: Provided that nothing herein contained shall be deemed to affect any right or rights vested in the holders of any of said consolidated debenture stock or preferred stock or any of them heretofore issued or to limit any powers heretofore conferred upon the Company.

Proviso.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 13.

An Act respecting The Canadian Pacific Railway Company.

(Reprinted as proposed to be amended in the Railway Committee.)

(PRIVATE BILL.)

MR. BENNETT,
(Calgary).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 14.

An Act respecting The Central Western Canada Railway Company.

WHEREAS The Central Western Canada Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1914, c. 63.

1. The Central Western Canada Railway Company may commence the construction of its railway from the city of Winnipeg, in the province of Manitoba, in a general northwesterly direction via Yorkton, Saskatoon and Battleford, to the city of Edmonton, in the province of Alberta, and expend fifteen per cent of the amount of its capital stock thereon within two years after the passing of this Act, and may complete the said railway and put it in operation within five years after the passing of this Act; and if the said railway is not so commenced and such expenditure is not so made, or if the said railway is not completed and put in operation, within the said periods respectively, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Extension of time for construction.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 14.

An Act respecting The Central Western Canada Railway Company.

First reading, January 26, 1916.

(PRIVATE BILL.)

MR. GREEN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 15.

An Act respecting The Pacific Northern and Omineca Railway Company.

WHEREAS The Pacific Northern and Omineca Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1902, c. 90; 1904, c. 114; 1906, c. 141; 1911, c. 128.

1. The Pacific Northern and Omineca Railway Company, hereinafter called "the Company," may within five years after the passing of this Act, proceed with the construction of and complete and put in operation the lines of railway which it was authorized to construct by chapter ninety of the statutes of 1902, as amended by chapter one hundred and forty-one of the statutes of 1906; and if, within the said period, any one of the said lines of railway is not so completed and put in operation, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of that line of railway as then remains uncompleted. Extension of time for construction. 1902, c. 90; 1906, c. 141.

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

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

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

Tolls.

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

R.S., c. 126.

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

Acquisition, transmission and delivery of electric and other power.

4. For the purposes of its undertaking, and subject to the provisions of section two hundred and forty-seven of the *Railway Act*, the Company may acquire, but not by expropriation, electric or other power or energy, which may be transmitted and delivered to any place in the municipalities through which the railway is constructed; and may receive, transform, transmit, distribute and supply such power or energy in any form, and may dispose of the surplus thereof, and may collect rates and charges therefor, but no such rate or charge shall be demanded or taken until it has been approved of by the Board of Railway Commissioners for Canada, which Board may also revise such rates and charges.

Consent of municipalities for lines, etc., upon highways, etc.

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

without the consent, expressed by by-law, of such municipality, or such other authority.

Vessels.

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

Wharfs, docks.

Warehousemen and wharfingers.

Repeal.

7. Sections eight and nine of chapter ninety of the statutes of 1902, and chapter one hundred and twenty eight of the statutes of 1911 are hereby repealed.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 15.

An Act respecting The Pacific Northern and Omineca Railway Company.

First reading, January 26, 1916.

(PRIVATE BILL.)

MR. GREEN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 16.

An Act respecting The Quebec, Montreal and Southern Railway Company.

WHEREAS The Quebec, Montreal and Southern Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1905, c. 158; 1906, c. 150; 1911, c. 132.

Extension o time for construction.

1. The Quebec, Montreal and Southern Railway Company may complete the construction of the railways authorized by sections eight and nine of chapter one hundred and fifty of the statutes of 1906, and put them in operation within five years after the passing of this Act; and if the said railways are not so completed and put in operation within the said period, the powers of construction conferrred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railways as then remains uncompleted.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 16.

An Act respecting The Quebec, Montreal and Southern Railway Company.

First reading, January 26, 1916.

(PRIVATE BILL.)

MR. LEMIEUX.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 17.

An Act to incorporate The Canadian Indemnity Company.

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

Incorporation.

1. John Galt, merchant, James Henry Ashdown, merchant, Robert Thomas Riley, manager, Sir James Albert Manning Aikins, K.C., barrister, Alexander Latimer Denison, superintendent, George Reading Crowe, grain merchant, George Victor Hastings, company director, Robert Richey Wilson, merchant and Conrad Stephenson Riley, manager,—all of the city of Winnipeg, together with such persons as become shareholders in the company, are incorporated under the name of "The Canadian Indemnity Company," hereinafter called "the Company."

Name.

Provisional directors.

2. The persons named in section one of this Act shall be the provisional directors of the Company.

Capital stock.

3. The capital stock of the Company shall be two hundred thousand dollars, which may be increased to one million dollars.

Amount to be subscribed before selection of directors.

4. The amount to be subscribed before the general meeting for the election of directors is called shall be two hundred thousand dollars.

Commencement of business.

5. The Company shall not commence business until two hundred thousand dollars of the capital stock have been subscribed and two hundred thousand dollars paid thereon.

Head office.

6. The head office of the Company shall be in the city of Winnipeg, in the province of Manitoba.

Business authorized.

7. The Company may make contracts of fire, hail and guarantee insurance, but shall not receive a license for more than two of these classes of insurance until the subscribed and paid up capital stock has been increased to three hundred thousand dollars.

Acquisition of other company's assets.

Man. 1912, c. 108.

8. The Company may acquire the whole or any part of the rights and property of The Canadian Indemnity Company, incorporated by chapter one hundred and eight of the statutes of Manitoba, 1912, and in such case the Company shall perform and discharge all such duties, obligations and liabilities of that company with respect to the rights and property acquired as are not performed or discharged by that company.

Issue of license conditional.

9. A license shall not be issued to the Company nor shall any license issued be renewed unless and until the Superintendent of Insurance has been satisfied by such evidence as he may require that The Canadian Indemnity Company incorporated by chapter one hundred and eight of the statutes of Manitoba, 1912, is ceasing to do business, nor unless and until such undertaking as he may require has been given that the said company will entirely cease to do business within such reasonable time as he may fix.

Additional amount to be subscribed and paid.

10. Within five years after the issue of a license to the Company a further sum of one hundred and fifty thousand dollars shall be subscribed and paid upon its capital stock in addition to the sums required to be subscribed and paid under section five hereof and not less than thirty thousand dollars of such additional sum shall be subscribed and paid annually until the whole sum is subscribed and paid.

Application of Insurance Act.

11. Except as otherwise provided by this Act the Company shall have all the powers, privileges and immunities and shall be subject to all the liabilities and provisions in *The Insurance Act, 1910*, so far as they may be applicable to the Company.

17.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 17.

An Act to incorporate The Canadian Indemnity Company.

First reading, February 1, 1916.

(PRIVATE BILL.)

MR. SCHAFFNER.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 18.

An Act respecting W. C. Edwards and Co., Limited.

WHEREAS W. C. Edwards and Co., Limited, have by their petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1892, c. 72; 1901, c. 98; 1914, c. 138.

1. The capital stock of W. C. Edwards and Co., Limited, hereinafter called "the Company," is increased from four hundred thousand dollars to four million four hundred thousand dollars. Increase of capital.

2. The directors of the Company may make by-laws for creating and issuing any part of the capital stock as preference stock, giving the same such preference and priority as respects dividends and in any other respect over ordinary stock as is by such by-laws declared. Preference stock by by-law.

2. Such by-laws may provide that the holders of shares of such preference stock shall have the right to select a certain stated proportion of the board of directors, or may give them such other control over the affairs of the Company as is considered expedient. Holders may be given control of certain matters.

3. No such by-law shall have any force or effect whatever until after it has been sanctioned by a vote of three-fourths of the shareholders, present in person or by proxy at a general meeting of the Company duly called for considering the same and representing two-thirds of the stock of the Company, or until the same shall be unanimously sanctioned in writing by the shareholders of the Company. Sanction of shareholders necessary.

Holders of preference stock to be shareholders.

4. Holders of shares of such preference stock shall be shareholders within the meaning of the Act of incorporation of the Company and all other Acts relative thereto, and shall in all respects possess the rights and be subject to the liabilities of such shareholders within the meaning of the said Acts: Provided that in respect of dividends and in any other respect declared by by-law as authorized by this Act, they shall, as against the ordinary shareholders, be entitled to the preferences and rights given by such by-law.

Proviso.

Section requiring unanimous approval of issue of preference stock or three-fourths vote and approval of Governor in Council not to apply.

5. It is hereby expressly enacted and declared that section one hundred and thirty-five of the *Companies Act*, chapter seventy-nine of the Revised Statutes, 1906, shall not be incorporated with this Act nor be applicable hereto.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 18.

An Act respecting W. C. Edwards and Co., Limited.

First reading, February 1, 1916.

(PRIVATE BILL.)

MR. FRIPP.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

18.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 19.

An Act respecting a patent of James W. Owen.

Preamble.

WHEREAS James W. Owen, mechanical engineer, of the town of Lansdowne, in the state of Pennsylvania, one of the United States, has by his petition represented that he is the inventor of certain new and useful improvements in stylus for sound reproducing machines, for which a patent in the United States was issued to him on the ninth day of December, one thousand nine hundred and thirteen, under number one million eighty thousand nine hundred and twenty-four, for which a patent was granted to him by the Republic of Mexico on the first day of December, one thousand nine hundred and thirteen, for which a patent was granted to him by the Republic of Costa Rica on the fourth day of December, one thousand nine hundred and thirteen; and for which letters patent of the Colony of British Guiana were granted to one Eustace Gordon Woolford, as a communication from said James W. Owen, dated and sealed on the fourth day of December, one thousand nine hundred and thirteen, and whereas, under section eight of the *Patent Act*, application for patent should have been made in Canada for the said invention within one year from the date of issue of the first foreign patent for such invention, and whereas the said James W. Owen hath prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Power to issue patent.

1. Notwithstanding anything contained in the *Patent Act*, the Commissioner of Patents may, upon application made within three months after the date of passing of this Act, grant and issue a patent in Canada for the invention

covered by the said United States patent, number one million eighty thousand nine hundred and twenty-four, and said patent when issued, shall be of as full force and effect as if the patent had been granted on an application filed within one year from the date of issue of the said United States patent, number one million eighty thousand nine hundred and twenty-four.

Certain rights reserved.

2. If any person has, since the ninth day of December, one thousand nine hundred and fourteen, and prior to the twenty-fifth day of September, one thousand nine hundred and fifteen, commenced the manufacture in Canada of the invention covered by the said United States patent number one million eighty thousand nine hundred and twenty-four, then such person may continue to manufacture, sell and use such invention in as full and ample a manner as if this Act had not been passed.

19.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 19.

An Act respecting a patent of James W. Owen.

First reading, February 1, 1916.

(PRIVATE BILL.)

Mr. MIDDLEBRO.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 20.

An Act respecting Queen's University at Kingston, and to amalgamate therewith The School of Mining and Agriculture.

WHEREAS a joint petition has been presented by Queen's University at Kingston and The School of Mining and Agriculture praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1882, c. 123; 1889, c. 103; 1906, c. 152; 1912, c. 138; 1914, c. 141.

1. The agreement made between Queen's University at Kingston, hereinafter called "the University," and The School of Mining and Agriculture, hereinafter called "the School," dated the twentieth day of October, one thousand nine hundred and fifteen, a copy of which is set out in the Schedule to this Act, is hereby ratified and confirmed and declared to be valid and binding on the parties thereto and on the corporators and shareholders of the said parties in all respects whatsoever as if the said agreement and each and every clause thereof were set out at length and enacted in this Act, and the University may do whatsoever may be necessary to carry out and give full effect to the said agreement. Agreement ratified.

2. Section eight of chapter one hundred and thirty-eight of the statutes of 1912 is amended by adding to subsection two thereof the words "or to The School of Mining and Agriculture." 1912, c. 138, section 8 amended.

3. Section ten of the said Act, as amended by section one of chapter one hundred and forty-one of the statutes of 1914, is further amended by striking out the word "and" in the eighth line thereof and by adding at the S. 10 amended.

Board of trustees.

end thereof the words "six members appointed in the first instance by the governors of The School of Mining and Agriculture and afterwards elected as hereinafter provided, and four members appointed by the Lieutenant Governor in Council, of the province of Ontario."

S. 11 amended.

4. Section eleven of the said Act, as amended by section two of chapter one hundred and forty-one of the statutes of 1914, is further amended by striking out paragraph (*f*) and substituting therefor the following:—

Election and tenure of office.

"(*f*) That of the six trustees appointed by the governors of The School of Mining and Agriculture two shall retire at the end of six years, two at the end of seven years, and two at the end of eight years, and that the vacancies thus occurring shall be filled each year by the election of one additional trustee by the Board of Trustees and one additional trustee by the benefactors and that the trustees so elected to fill the said vacancies shall each hold office for the term of three years;

Vacancies.

"(*g*) In case a vacancy occurs in the Board of Trustees by death, resignation or any cause other than effluxion of time the vacancy shall thereupon be filled for the balance of the term by the appointing or electing person or body, and in case the vacancy so occurs among the six trustees mentioned in paragraph (*f*) during the period of their first appointment it shall be filled by the election of a new trustee by the surviving or remaining members of the trustees so first appointed."

Powers.

5. From and after the date at which this Act comes into force the University shall have, possess and enjoy exclusively in addition to its existing powers, rights and privileges all the powers, rights and privileges now held and enjoyed by the School.

Commencement of Act.

6. This Act shall come into force upon the passing of an Act by the Legislative Assembly of the province of Ontario to confirm the said agreement.

SCHEDULE.

MEMORANDUM OF AGREEMENT made in duplicate this Twentieth day of October, 1915 between Queen's University at Kingston, hereinafter called "the University," of the first part, and The School of Mining and Agriculture, hereinafter called "the School," of the second part.

Witnesseth that whereas the University was incorporated by Royal Letters Patent dated the 16th day of October, 1841, and its constitution has since been amended by statutes of the Parliament of Canada being Chapter 123 of the statutes of 1882, Chapter 103 of the statutes of 1889, Chapter 152 of the statutes of 1906, Chapter 138 of the statutes of 1912 and Chapter 141 of the statutes of 1915.

And whereas the School is a corporation which was originally incorporated under the statute of the Ontario Legislature entitled An Act respecting Benevolent, Provident and other Societies, and its incorporation has since been confirmed and its constitution amended by the statutes of Ontario, Chapter 115 of the statutes of 1893, Chapter 44 of the statutes of 1901, and Chapter 162 of the statutes of 1909.

And whereas the two institutions are both established at the city of Kingston, in the Province of Ontario, and are conducting important educational and research work in extremely close relations but necessarily under entirely separate managements.

And whereas in the public interest and to improve efficiency and save unnecessary expense it is deemed expedient to amalgamate the institutions and to merge the School in the University on the terms hereinafter set out.

And whereas the corporators of the School are the holders of the capital stock thereof having the powers incident to holding such shares.

And whereas the terms of this Agreement have been duly adopted by the Board of Trustees of the University and by the Board of Governors of the School, and have also been duly ratified and approved by the said shareholders of the School at a special general meeting.

And whereas it is necessary that this Agreement and the said amalgamation should also be ratified and confirmed by the Parliament of Canada and by the Legislature of Ontario.

Now therefore the parties hereto hereby agree each with the other as follows, that is to say:—

1. Upon the authorization and confirmation hereof by the Parliament of Canada and by the Legislative Assembly

of Ontario this Agreement shall come into effect and the School shall become and be amalgamated with the University and shall form the Faculty of Applied Science of the University upon the terms hereinafter set out.

2. Each member or shareholder of the School shall thereupon cease to have any rights, privileges or obligations in respect of his share or shares of stock but shall be included in the list of benefactors of the University and shall become one of the corporators thereof.

3. All the assets, interests, rights, credits, effects and property, real or personal, of whatever kind and wheresoever situate, belonging to the School or to which the School is or shall hereafter be or become entitled shall become vested in the University upon the date at which this Agreement comes into effect, and the University shall thereupon be entitled to seek, demand, sue or otherwise proceed for the recovery of any such rights, claims, property, estate and effects of the said School, and to receive, exercise and enjoy the same, in its own name, as fully and effectually as the School might have done if this Agreement had not been made.

4. Upon the same date all the liabilities of the School shall be assumed by the University, and the creditors of the School shall thereupon be and become to all intents and purposes creditors of the University, and shall have the same rights and privileges against the University as they would have had against the School if this Agreement had not been made.

5. No suit, action or proceeding by or against the School shall be discontinued, abated or affected by or on account of this Agreement but shall continue as if this Agreement had not been made, and the University shall pay or receive like costs and shall be entitled to like benefits and incur like obligations as if the action, suit or proceeding had been brought in its own name.

6. In the general administration of the funds of the University there shall be a just and equitable distribution among the various faculties according to their educational needs and the extent of the funds available.

7. (*a*) Dr. W. L. Goodwin, the present Dean of the School, shall be continued as Dean of the said Faculty of Applied Science and Professor of Chemistry in the University, at his present salary, and his standing shall date from his original appointment to the staff of the University.

(*b*) Professor Wm. Nicol shall be Professor of Mineralogy in the University at his present salary, and his standing shall date from his original appointment to the staff of the University.

(*c*) Each of the other members of the staff of the School shall be appointed to a corresponding position in the University at the salary now received, and the standing of each shall date from his appointment to the staff of the School.

8. In addition to the Trustees of the University already provided for there shall be six Trustees who shall be appointed in the first place by the Board of Governors of the School and two of these shall retire at the end of six years, two at the end of seven years and two at the end of eight years. The vacancies occurring on retirement of the above mentioned six Trustees shall be filled by the election of one Trustee by the Board of Trustees and one Trustee by the benfactors, and the Trustees so elected to fill the said vacancies shall each hold office for the term of three years.

9. The Trustees so appointed or elected shall upon retiring be eligible to re-election and any vacancy occurring by death or resignation of any of the said six Trustees within the period of their first appointment shall be filled by the election of a new Trustee by the surviving or remaining members of the Trustees so first appointed.

10. Of the six Trustees mentioned in clause 8 two shall be appointed by the Board of Trustees, to be members of the Finance and Estate Committee of the University for the period during which they continue to hold office as Trustees of the University.

11. Subject to the approval of the Lieutenant Governor in Council of the Province of Ontario, the four Governors of the School now appointed by the said Lieutenant Governor in Council under the authority of Chapter 162 of the statutes of Ontario of 1909 shall be continued as Trustees of the University in addition to the Trustees already referred to, and one of the Trustees so appointed shall retire annually in such order as may be prescribed by the Board and the Trustee so retiring shall be eligible for re-appointment by the said Lieutenant Governor in Council.

In witness whereof the parties hereto have caused to be affixed their corporate seals respectively by the hands of the Chairman of the Board of Trustees of the University, and of the Chairman of the Board of Governors of the School.

HAMILTON CASSELS,
Chairman.

Seal of the University.

R. CRAWFORD,
Chairman.

Seal of the School.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 20.

An Act respecting Queen's University at Kingston, and to amalgamate therewith The School of Mining and Agriculture.

First reading, February 1, 1916.

(PRIVATE BILL.)

MR. NICKLE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 21.

An Act to amend the Canada Shipping Act.

R.S.C. c. 113.
1907, cc. 46,47.
1908, cc. 64,65.
1909, c. 34.
1910, c. 61.
1911, c. 27.
1912, c. 51.
1913, c. 49.
1914, cc. 13, 48, 49.

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

1908, c. 65 amended.

1. Section three of chapter sixty-five of the Acts of 1908 is repealed, and the following is substituted therefor:—

Definition of coasting voyages extended.

"(*f*) 'Coasting voyage' means a voyage between any port or place on the eastern coast of Canada, and any other port or place on such coast, or in Newfoundland, Labrador, or St. Pierre or Miquelon, or any port or place on the eastern coast of the United States of America or Mexico or Central America or in the West Indies, or on the eastern coast of South America not further south than forty degrees south latitude; and also means a voyage between any port or place on the western coast of Canada, and any other port or place on such coast, or on the western coast of the Territory of Alaska, or of the United States of America or of the western coast of Mexico or Central America or South America not further south than forty degrees south latitude."

- 6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 21.

An Act to amend the Canada Shipping Act.

First reading, February 7, 1916.

MR. SINCLAIR.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 22.

An Act to incorporate Edmonton and Southwestern Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. Dominick Ambrose O'Meara, contractor, Gerald William Farrell, broker, both of the city of Montreal, in the province of Quebec, and Thomas A. Burgess, barrister-at-law, Louis Coté, barrister-at-law, and Robert Hatfield Pringle, broker, all of the city of Ottawa, in the province of Ontario, together with such persons as become shareholders in the Company, are incorporated under the name of "Edmonton and Southwestern Railway Company," hereinafter called "the Company."

Name.

Declaratory.

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

Provisional directors.

3. The persons named in section one of this Act are constituted provisional directors of the Company.

Capital stock.

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

Preference stock.

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

may issue any portion of its capital stock as preference stock, and preference stock so issued shall have such preference and priority as respects dividend or otherwise, over ordinary stock as is declared by such resolution.

Preference shareholders.

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

Head office.

6. The head office of the Company shall be at the city of Montreal, in the province of Quebec.

Annual meeting.

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

Directors.

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

Railway authorized.

9. The Company may lay out, construct and operate a line of railway of the gauge of four feet eight and one-half inches, commencing at the city of Edmonton in the province of Alberta, thence in a southwesterly direction to a point on the Saskatchewan river at or near Blue Rapid, a distance of about seventy miles.

Consent of municipalities or other authority.

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

Telegraphs and telephones.

11. The Company may, subject to the provisions of the *Railway Act*, construct and operate telegraph and telephone lines upon its railway, and establish offices for and undertake the transmission of messages for the public, and collect tolls therefor; and for the purposes of operating such lines, or exchanging or transmitting messages may, subject to the provisions of the said Act, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own lines to, any such companies.

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

3. Part II of the *Telegraph Act*, except such portions thereof as are inconsistent with this Act or with the *Railway Act*, shall apply to the telegraphic business of the Company. R. S., c. 126.

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

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

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

15. For the purposes of its undertaking, and subject to the provisions of section two hundred and forty-seven of the *Railway Act*, the Company may acquire, but not by expropriation, electric or other power or energy, and transmit and deliver the same to any place in the municipalities through which the railway has been constructed; and may receive, transform, transmit, distribute and supply such power or energy in any form, and may dispose of the surplus thereof, and may collect rates and charges Electric and other power.

therefor; but no such rate or charge shall be demanded or taken until it has been approved of by the Board of Railway Commissioners for Canada, which Board may also revise such rates and charges.

Transmission of electric power.

16. The Company may lease or may grant an easement over a portion of its right of way, for the transmission of electrical power.

Consent of municipalities or other authority for lines upon highways, etc.

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

Agreements for sale, lease or amalgamation of railway.

18. Subject to the provisions of sections three hundred and sixty-one, three hundred and sixty-two and three hundred and sixty-three of the *Railway Act*, the Company may, for any of the purposes specified in the said section three hundred and sixty-one, enter into agreements with The Grand Trunk Pacific Railway Company, The Canadian Northern Railway Company and The Canadian Pacific Railway Company, or any of them.

22.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 22.

An Act to incorporate Edmonton and Southwestern Railway Company.

First reading, February 9, 1916.

(PRIVATE BILL.)

MR. DOUGLAS.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 23.

An Act to incorporate The Ontario Niagara Connecting Bridge Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. Edward Rogers Wood, of the city of Toronto, in the county of York, banker; Robert Peter Slater, of the city of Niagara Falls, in the county of Welland, merchant; William Edmund Burton McKenzie of the village of Chippewa, in the county of Welland, merchant; Alexander Fraser, of the said city of Niagara Falls, barrister-at-law; Edward G. Connette, of the city of Buffalo, in the state of New York, president of the International Railway Company; Frank Alonzo Dudley, of the city of Niagara Falls, in the state of New York, attorney-at-law; George Gibson Shepard, of the said city of Niagara Falls, New York, president of the Niagara Falls Trust Company; and Alexander J. Porter, of the said city of Niagara Falls, New York, president of the Shredded Wheat Company, together with such persons as become shareholders in the company, are hereby incorporated under the name of "The Ontario Niagara Connecting Bridge Company," hereinafter called "the Company".

Name.

Declaratory.

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

Provisional directors.

3. The persons named in section one of this Act are constituted provisional directors of the Company.

Capital stock.

4. The capital stock of the Company shall be three hundred thousand dollars. No one call thereon shall exceed ten per cent on the shares subscribed.

Head office.

5. The head office of the Company shall be at the city of Niagara Falls, in the province of Ontario.

Annual meeting.

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

Directors.

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

Powers.

8. The Company may—

To build a bridge.

(*a*) Construct, maintain and operate a railway and general traffic bridge with the necessary or proper approaches and terminal facilities over the Niagara river from some point in the province of Ontario, Dominion of Canada, between the intersection of the northerly boundary line of the county of Welland in the province of Ontario, with the Niagara river, and the intersection of a line running east and west and parallel to the said northerly boundary line of the county of Welland, and distant six thousand feet south therefrom and the Niagara river. And may construct and arrange the bridge for the passage of pedestrians, cars, and vehicles propelled or drawn by any power, and for general traffic purposes, and may lay tracks on the bridge and on its terminal property for the passage of railway or other cars, and may charge tolls for the passage of cars, vehicles, pedestrians and general traffic over the bridge, approaches and terminal property, or for the use thereof;

For pedestrians, cars and vehicles.

Tracks.

Tolls.

Transmission of electric and other motive power.

(*b*) Lay, maintain and operate along, upon or under the said bridge, gas, water and other pipes, and wires, cables and other appliances for the transmission of electricity or other motive power, and may enter into contracts for the construction, maintenance or operation thereof;

Acquiring of lands, etc.

(*c*) Purchase, acquire and hold such real estate, including lands for sidings and other equipment, required for the convenient working of traffic, to, from and over the said bridge, as the Company thinks necessary for any of the said purposes.

Plans to be filed with Department.

9. The Company shall not commence the said bridge or any work thereunto appertaining until the plans and specifications thereof and of the proposed site of the bridge and of the approaches thereto have been filed in the Department of Railways and Canals and have been submitted to and approved of by the Governor in Council, and such conditions as he thinks fit to impose touching the said bridge, approaches thereto and works, are complied with; nor shall any plans or specifications be altered nor any deviation therefrom allowed, except upon the permission of the Governor in Council, and upon such conditions as he imposes.

Approval of Governor in Council.

Bridge or works not to interfere with property of Park Commissioners.

2. The site of the bridge or other works authorized to be constructed by this Act shall not in any way unduly interfere with the lands and appurtenances now under the control of the Commissioners of the Queen Victoria Niagara Falls Park, required by them for the construction and operation of the low level railway which they may have power to construct or require to be constructed; but the extent of the land required for the low level railway where the same passes or is to pass under the bridge to be constructed in accordance with this Act, shall be such as the Board of Railway Commissioners for Canada deem to be sufficient.

Tolls to be approved by Railway Commission.

10. The directors may fix and regulate the tolls to be charged and such tolls shall be first approved of by the Board of Railway Commissioners for Canada, which Board may revise them from time to time.

Amalgamation or agreement with United States company.

11. The Company may, subject to the provisions of the *Railway Act*, unite with any other company incorporated under the laws of the state of New York, or of the United States, in building, working, managing, maintaining and using the said bridge, terminals and approaches, and may make agreements with such company respecting the construction, maintenance, management and use of the said bridge and its appurtenances, and may, subject to the provisions of the said Act, make arrangements with any other company for conveying or leasing the said bridge to such company, in whole or in part, or any rights or powers acquired by it, as also the franchise, surveys, plans, works, plant, 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 the directors deem fit: Provided that such agreement has been first approved by two-thirds of the votes at a special general meeting of the shareholders, duly called

Approval by shareholders.

for the purpose of considering it, at which meeting shareholders representing at least two-thirds in value of the subscribed stock of the Company are present, or represented by proxy, and that such agreement has also received the sanction of the Governor in Council; and certified copies of such agreement shall be filed forthwith in the office of the Secretary of State of Canada, and also in the office of the Minister of Railways and Canals.

Sanction of Governor in Council.

Assets and liabilities of amalgamated company.

12. Upon an amalgamation agreement being sanctioned by the Governor in Council under the last preceding section, the companies parties to such agreement shall, subject to the provisions of the *Railway Act*, be amalgamated, and shall form one Company under the name and upon the terms and conditions in such agreement provided; and the amalgamated company shall posesss and be vested with the undertakings, powers, rights, privileges, franchises and properties, real, personal and mixed, belonging to, possessed by, or vested in the companies parties to such agreement, or either of them, or to which they or either of them may be or become entitled and shall be liable for all claims, debts, obligations, works, contracts, agreements or duties, to as full an extent as the said companies or either of them were at the time the said amalgamation took effect.

Issue of securities.

R.S., c. 37.

In case of union with another company.

13. The said directors may, in the manner prescribed by the *Railway Act*, issue, sell or pledge and secure bonds, debentures, and other securities to an amount not exceeding two million dollars. The mortgage deed securing such bonds shall be deposited in the office of the Secretary of State of Canada, of which deposit notice shall be given in *The Canada Gazette*, and no other registration of filing of such mortgage shall be required, and should the Company unite with another company in constructing the bridge and its works, as authorized by section eleven of this Act, the Company may join with such other company in issuing, selling, pledging, guaranteeing and securing bonds, debentures or other securities, provided that the total thereof jointly shall not exceed four million dollars.

Time for commencement and completion of bridge.

14. The said bridge shall be commenced within two years after the Governor in Council and the Executive of the United States, or other competent authority therein, has approved of such bridging, and shall be completed within five years thereafter, otherwise the powers granted by this Act shall cease and be null and void as respects so much of the undertaking as then remains uncompletd:

Provided, however, that if such approval is not obtained within five years after the passing of this Act, the powers granted for the construction of the said bridge shall cease and be null and void.

Agreements with Ontario Niagara Connecting Bridge Co. of New York.

15. Any agreement provided for in the *Railway Act* may, subject to the provisions of the said Act, be entered into between the Company and the Ontario Niagara Connecting Bridge Company, a company incorporated under the laws of the United States, or of the state of New York.

Equal rights of passage to other companies.

16. Any railway company, whose line of railway now has or shall hereafter have a terminus at, or shall run its trains to or from, any point at or near either end of the said bridge, or shall run its trains in connection with any railway having such terminus or upon which trains are or shall be run to or from the localities aforesaid, whether incorporated by Parliament or by any Provincial Legislature, or by authority in the state of New York, or by the Congress of the United States, shall have and be entitled to the same and equal rights and privileges in the passage of the said bridge, and in the use of the machinery and fixtures thereof, and of all the approaches thereto, without discrimination or preference, upon such terms and conditions as are fixed by the Board of Railway Commissioners for Canada; and the said Board may make and enforce such orders for the purpose of carrying out the provisions of this section as it thinks necessary.

Approval of Railway Commission.

Definition.

17. Whenever in this Act the expression "the said bridge" occurs it means the bridge, approaches, lands and works, hereby authorized.

Application of Railway Act.

Railway to mean bridge.

18. The *Railway Act* shall apply to the works and undertaking of the Company, and wherever in the said Act the word "railway" occurs it shall, for the purposes of the Company, and unless the context otherwise requires, mean the said bridge.

R.S., c. 79, Part II not to apply.

19. The provisions of Part II of the *Companies Act*, or any of them, shall not apply to the Company.

Exemption.

20. It shall not be necessary that the majority of the directors shall be resident in Canada and subjects of His Majesty.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 23.

An Act to incorporate The Ontario Niagara Connecting Bridge Company.

First reading, February 9, 1916.

(PRIVATE BILL.)

MR. GERMAN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 24.

An Act respecting The Toronto, Niagara and Western Railway Company.

WHEREAS The Toronto, Niagara and Western Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1903, c. 196; 1904, c. 135; 1906, c. 169; 1914, c. 112.

1. This Act may be cited as *The Toronto, Niagara and Western Railway Act, 1916*. Short title.

2. The Toronto, Niagara and Western Railway Company, hereinafter called "the Company," may commence and construct the lines of railway authorized by section two of chapter one hundred and twelve of the statutes of 1914, described as follows:— Extension of time for construction. 1914, c. 112.

(*a*) From a point in or near the city of Toronto, in the county of York, to some point in or near the city of Hamilton, in the county of Wentworth, passing through the counties of York, Peel, Halton and Wentworth, in the province of Ontario; but nothing in this Act shall authorize or empower the Company to lay out or construct any railway track upon or along any portion of Burlington Beach in the said county of Wentworth without the consent of the Burlington Beach Commission, or upon or along any portion of Burlington Beach in the said county of Halton without the consent of the municipal corporation of the township of Nelson;

(*b*) From a point in or near the city of Hamilton, in the county of Wentworth, to some point on the international boundary line at or near Grand Island, or the town of Niagara Falls, in the county of Welland, and, with the consent of the proper authorities, beyond the

limits of the province to a point in the state of New York; and also a branch line from a point on the railway hereby authorized to the city of St. Catharines, in the county of Lincoln, passing through or near the town of Thorold, and also to the town of Port Colborne, in the county of Welland;

(*c*) From a point in or near the city of Hamilton, in the county of Wentworth, or from a point in the county of Halton, westerly through or near the cities of Brantford, Woodstock, London and Chatham, to some point at or near the city of Windsor, in the county of Essex, in the province of Ontario.

Limitation.

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

Steam power.

4. Subsection two of section seven of chapter one hundred and ninety-six of the statutes of 1903, which reads as follows:—

"2. Steam may be used for the purposes of constructing the said railway, but shall not be used as motive power for its operation,"

is hereby repealed.

Issue of securities.

5. Section thirteen of chapter one hundred and ninety-six of the statutes of 1903 is hereby repealed and the following is enacted in lieu thereof:—

"**13.** The securities issued by the Company shall not exceed seventy-five thousand dollars per mile of the railway which the Company is authorized to construct or acquire, and may be issued only in proportion to the length of railway constructed or under contract to be constructed."

6th Session, 12th Parliament, 6 George V, 1916

24.

THE HOUSE OF COMMONS OF CANADA.

BILL 24.

An Act respecting The Toronto, Niagara and Western Railway Company.

First reading, February 9, 1916.

(PRIVATE BILL.)

MR. MORPHY.

OTTAWA
Printed by J. DE L. TACHÉ
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6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 24.

An Act respecting The Toronto, Niagara and Western Railway Company.

(Reprinted as amended and reported by the Railway Committee.)

WHEREAS The Toronto, Niagara and Western Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1903, c. 196; 1904, c. 135; 1906, c. 169; 1914, c. 112.

1. This Act may be cited as *The Toronto, Niagara and Western Railway Act, 1916.* Short title.

2. The Toronto, Niagara and Western Railway Company, hereinafter called "the Company," may commence and construct the lines of railway authorized by section two of chapter one hundred and twelve of the statutes of 1914, described as follows:— Extension of time for construction. 1914, c. 112.

(*a*) From a point in or near the city of Toronto, in the county of York, to some point in or near the city of Hamilton, in the county of Wentworth, passing through the counties of York, Peel, Halton and Wentworth, in the province of Ontario; but nothing in this Act shall authorize or empower the Company to lay out or construct any railway track upon or along any portion of Burlington Beach in the said county of Wentworth without the consent of the Burlington Beach Commission, or upon or along any portion of Burlington Beach in the said county of Halton without the consent of the municipal corporation of the township of Nelson;

(*b*) From a point in or near the city of Hamilton, in the county of Wentworth, to some point on the international boundary line at or near Grand Island, or the town of Niagara Falls, in the county of Welland, and, with the consent of the proper authorities, beyond the

limits of the province to a point in the state of New York; and also a branch line from a point on the railway hereby authorized to the city of St. Catharines, in the county of Lincoln, passing through or near the town of Thorold, and also to the town of Port Colborne, in the county of Welland;

(*c*) From a point in or near the city of Hamilton, in the county of Wentworth, or from a point in the county of Halton, westerly through or near the cities of Brantford, Woodstock, London and Chatham, to some point at or near the city of Windsor, in the county of Essex, in the province of Ontario.

Location of line entering city of Toronto.

2. The line of railway specified in paragraph (*a*) of this section shall with respect to its entrance into the city of Toronto be constructed upon or within the location approved by the Board of Railway Commissioners for the Canadian Northern Ontario Railway Company, (the said location extending in a westerly and northwesterly direction from the joint section to be used by the Canadian Northern Ontario Railway Company and the Canadian Pacific Railway Company at North Toronto), or such variation therefrom as the Board may direct on the application of the Canadian Northern Ontario Railway Company or the Corporation of the city of Toronto.

Limitation.

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

Steam power.

4. Subsection two of section seven of chapter one hundred and ninety-six of the statutes of 1903, which reads as follows:—

"2. Steam may be used for the purposes of constructing the said railway, but shall not be used as motive power for its operation,"

is hereby repealed.

Issue of securities.

5. Section thirteen of chapter one hundred and ninety-six of the statutes of 1903 is hereby repealed and the following is enacted in lieu thereof:—

"**13.** The securities issued by the Company shall not exceed seventy-five thousand dollars per mile of the railway which the Company is authorized to construct or acquire, and may be issued only in proportion to the length of railway constructed or under contract to be constructed."

6. Section eight of chapter one hundred and twelve of the statutes of 1914 is hereby repealed and the following is substituted therefor:—

"**8.** In so far as the Company has the right to acquire electric or other power or energy required for its undertaking, it may, subject to the provisions of section two hundred and forty-seven of the *Railway Act*, continue to so acquire such electric or other power or energy but not by expropriation." Electric or other power.

7. Section nine of the last mentioned Act is amended by striking out from "purposes" on line four thereof to "and" on line six thereof, and by striking out from "municipality" on line eleven to the end of the section. Consent of municipalities.

8. The Company is hereby declared to be one of the Constituent Companies of the Canadian Northern System referred to in section two of chapter twenty of the statutes of 1914, and the capital stock thereof shall form part of the security for the securities issued and guaranteed under the provisions of the said chapter. Liability under C.N. Ry. Guarantee Act, 1914.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 24.

An Act respecting The Toronto, Niagara and Western Railway Company.

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6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 25.

An Act to incorporate The Western Canada Telephone Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. William Farrell, merchant; Lily Alice Lefevre, widow; both of the city of Vancouver, in the province of British Columbia; and George Henry Barnard, esquire, of the city of Victoria, in the said province, together with such persons as shall hereafter become shareholders in the company are incorporated under the name of "The Western Canada Telephone Company," hereinafter called "the Company."

Name.

Declaratory.

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

Provisional directors.

Quorum and powers.

3. The persons named in section one of this Act shall be the first or provisional directors of the Company, a majority of whom shall be a quorum; and they may forthwith open stock books and procure subscriptions for shares and receive payments on account of shares and may make calls upon the subscribers and may call the first general meeting of the ordinary shareholders and may carry on the business of the Company.

Capital stock.

4. The capital stock of the Company shall be five million dollars divided into shares of one hundred dollars each and may be issued in whole or in part and may be called up from time to time and in such manner as the directors determine.

Preference stock.

5. The Company, if previously authorized by resolution passed by the ordinary shareholders at any annual meeting or at any special general meeting duly called for that purpose, at which meeting shareholders representing at least three-fourths in value of the subscribed ordinary stock of the Company are present or represented by proxy, may issue any portion of its capital, whether part of the original stock or any increase thereof at a discount, or as preference stock, and preference stock so issued shall have such preference and priority as respects dividends, capital or otherwise over ordinary stock or such qualified rights or otherwise as is declared by such resolution.

Increase of capital stock.

6. The capital stock of the Company may be increased from time to time by such means as the shareholders deem necessary for the proper extension of the undertaking of the Company, such increases to be affected by resolution of the directors by and with the consent of a majority in value of the ordinary shareholders present or represented by proxy at any annual general or at any special general meeting of the ordinary shareholders called for that purpose:

Proviso.

Provided that the total capital of the Company including the present authorized stock shall not exceed ten million dollars.

Borrowing powers.

7. The directors may raise or borrow for the purposes of the Company any sum or sums of money not exceeding on the whole the subscribed capital stock by the issue of bonds, debenture stock, debentures, promissory notes, bills of exchange or other securities on such terms of credit as they may think proper, and for the purpose of securing

Mortgages, etc.

the same may pledge, by hypothecate or mortgage, all the undertaking franchises, uncalled capital and property, real and personal (whether then acquired or that may thereafter be acquired) tolls, incomes, rents and revenues of the Company, or any part thereof (as may be expressed in any such pledge, hypothecation or mortgage or upon the face of any bond, debenture stock or debenture) for the repayment of moneys so raised or borrowed and the interest thereon:

Proviso as to consent.

Provided always that the consent of the holders of a majority in value of the ordinary shares of the Company entitled to vote, who are present or represented by written proxy at a special meeting to be called and held for either or both of the purposes aforesaid shall be first had and obtained:

Proviso as to non-issue of promissory notes, etc.

Provided, also, that nothing herein contained shall be construed to authorize the Company to issue any promissory note or bill of exchange payable to bearer or intended to be circulated as money or as the notes or bills of a bank.

2. The bonds, debenture stock, debentures or other securities hereby authorized to be issued shall be taken and considered to be a first preferential claim and charge upon the Company and the undertaking franchises, uncalled capital, tolls, incomes, rents, revenues and real and personal property thereof at any time acquired and all its property and assets whatsoever and wheresoever both present and future saving and excepting any charges existing thereon at the date of the passage of this Act or such acquisition respectively. Securities as first preferential claim.

8. The Company shall have power to sell and dispose of the undertaking of the Company and its rights and properties for such consideration as the Company may think fit: Provided that no such sale or disposal shall be made until it is approved by a meeting of ordinary shareholders duly called for that purpose, at which meeting two-thirds in value of the issued ordinary shares are represented by ordinary shareholders in person or by proxy. Disposal of undertaking. Proviso as to approval of ordinary shareholders.

9. The Company shall have power to purchase, take over, lease, amalgamate with or otherwise acquire from any other company or companies having objects in whole or in part similar to the objects of the Company all or any part of the property, real or personal, undertaking, business, powers, contracts, privileges and rights of any such company or companies that may have been conferred upon any such company or companies by charter, acts of incorporation, by-laws or contracts. And the Company shall have power to allot and issue to such company or companies or to the shareholders thereof or any one or more of them, shares either ordinary or preference, or both, in the capital stock of the Company in payment in whole or in part of the said property, real or personal, undertaking, business, rights, contracts, powers and privileges of such company or companies, and to so allot and issue such shares as fully paid up or as partly paid up as shall be agreed upon between the Company and such company or companies, or any one or more of them. Acquisition of business of other companies. Shares in payment.

10. Notwithstanding anything in this Act contained, should British Columbia Telephone Company Limited be amalgamated with the Company and all the undertaking, property and assets whatsoever and wheresoever of British Columbia Telephone Company Limited be transferred to the Company, subject to the terms of a Trust Deed made between British Columbia Telephone Company Limited In case of amalgamation of British Columbia Telephone Company Limited with the Company.

and Royal Exchange Assurance, as Trustees, dated twenty-eighth of June, 1912, and supplementary Trust Deeds dated twenty-fourth of March, and second day of June, 1914, and first of December, 1915, securing the issue by the said British Columbia Telephone Company Limited in the manner therein mentioned, of debenture stock in the amount of one million pounds of which five hundred thousand pounds has been issued, the Company shall forthwith be deemed to be substituted in the said Trust Deeds in the place of British Columbia Telephone Company Limited and shall be bound to carry out all the obligations of British Columbia Telephone Company Limited under the terms of the said Trust Deeds hereinbefore mentioned, and in connection with the said debenture stock already issued; and accordingly all rights which the parties to the said Trust Deeds, or the holders of the said debenture stock may have against British Columbia Telephone Company Limited shall be had against the Company, and the said Debenture Trust Deeds and the debenture stock already issued or to be issued hereafter pursuant to the said Trust Deeds shall be the first preferential claim and charge upon the Company and its franchises, uncalled capital, tolls, incomes, rents, revenues and real and personal property belonging to the said British Columbia Telephone Company Limited at the time of the said amalgamation, or thereafter acquired, by the Company, and in particular and without limiting the generality of the foregoing shall constitute a first preferential claim, charge and mortgage upon all the property and assets of British Columbia Telephone Company Limited at the time of the said amalgamation charge either specificially or by way of floating charge in the said Trust Deed hereinbefore mentioned: And the Company is hereby authorized to issue in accordance with the terms of the said Trust Deed the balance of the said debenture stock still unissued, namely, five hundred thousand pounds.

First preferential charge.

Issue of balance of debenture stock authorized.

Substitution of the Company for British Columbia Telephone Company Limited in contracts, etc.

2. Upon the transferring by British Columbia Telephone Company Limited to the Company of its undertaking, property and assets whatsoever and wheresoever as mentioned in this clause, the Company shall forthwith be deemed to be substituted for the said British Columbia Telephone Company Limited, in all contracts to which the said British Columbia Telephone Company Limited is a party, and thereafter all such contracts shall be binding upon the Company, and the other parties to the said contracts, in the same manner and to the same extent

and with the same rights and privileges as if the said contracts had originally been between the Company and the said parties.

Election of directors.

11. So soon as fifty thousand dollars of the capital stock has been subscribed and ten per cent thereon shall have been paid in, the provisional directors shall call a meeting of the ordinary shareholders for the election of directors, and for the transaction of such other business as may be transacted at the annual meeting of the Company.

Notice.

2. Notice of such meeting shall be sufficiently given by mailing the notice, by registered letter, at least ten days previous to the date of such meeting to the last known post office address of each ordinary shareholder.

Number of directors.

12. The number of the directors shall be not less than three nor more than nine, one or more of whom may be paid directors and a majority of whom shall be a quorum.

Head office.

13. The head office of the Company shall be at the city of Vancouver, in the province of British Columbia, or at such other place in Canada as may be hereafter determined upon by the directors of the Company.

Change of name.

14. The Company may, subject to the approval of the Secretary of State of Canada, change its name to The British Columbia Telephone Company upon obtaining and filing with the said Secretary of State the consent expressed by resolution of the British Columbia Telephone Company Limited together with a resolution of the directors of the Company authorizing said change.

Powers.

15. The Company may,—

Telephone lines.

(*a*) construct, purchase, lease or otherwise acquire, maintain, repair and operate lines of electric telephone over or under land or under water or both between any places or anywhere in the province of British Columbia;

Extensions of lines.

(*b*) construct, purchase, lease or otherwise acquire, maintain, repair and operate extensions of lines to any places or anywhere outside of the province of British Columbia, either over or under land or under water or both;

Towers, poles, structures, etc.

(*c*) construct, manufacture, purchase, lease or otherwise acquire, lay, erect, maintain, repair, use and operate all such towers, cables, wires, poles, manholes, conduits, works, structures, buildings, plants, instruments, switch-boards, machinery, apparatus, appliances,

implements, materials, and supplies as may be necessary for the purposes of the Company's undertaking or as may appertain to its business, and dispose of the same in whole or in part;

Vessels, etc.

(*d*) for the purposes of the Company's undertaking, construct, purchase, lease or otherwise acquire, charter, maintain and operate steamships and other vessels either within or without the Dominion of Canada, for the laying, maintenance and operation of submarine and sub-aqueous cables;

Letters patent.

(*e*) acquire and use any privilege granted by any federal, provincial or municipal authority and acquire, use and dispose of any invention, letters patent of invention, or the right to use any inventions in any way connected with or appertaining to its business;

Arrangements with federal, etc., authorities.

(*f*) enter into any contracts or arrangements with any federal, provincial or municipal authority or any person or company for any purpose or work in the Company's interest, or that may seem conducive or incidental to the Company's objects, and to obtain from or give to any such federal, provincial or municipal authority, person or company, any rights, privileges and concessions which the Company may think it desirable to obtain or to give, and to carry out, exercise and comply with any such contract or arrangement;

Advancing of money.

(*g*) upon such security as it may deem necessary, advance money to any corporation, company or person, to build or operate any telephone system or systems;

Contractors.

(*h*) as contractors for any other corporation, company or person, do anything as contractors which it might do for its own purposes;

Investments.

(*i*) invest and deal with any of the moneys (including moneys held by the Company to the credit of any of its sinking funds) of the Company not immediately required for the purposes thereof, upon such securities as trustees may under the laws of the province of British Columbia invest in, and in such manner as they may think fit, and from time to time vary or realize such investments; and,

Offices.

(*j*) establish offices for the transmission and reception of messages.

Agreements for connecting lines of Company with other lines.

16. In any case where a telephone system or line is owned or operated in the province of British Columbia, or adjacent thereto, by any person, corporation, or municipality, or by any province or territory of Canada, or by any state of the Union of the United States of America, the Company may enter into and carry out agreements or arrange-

ments with such person, corporation, municipality, province, territory, or state for the purpose of connecting the Company's telephone system or lines with the telephone system or line of such person, corporation, municipality, province, territory, or state.

Telephone lines upon highways, etc.

17. The Company may construct, install, erect, and maintain, above or below ground or water, or both or either, its line or lines of telephone along the sides of and across or under any public highways, streets, bridges, watercourses, or other such places, or across or under any waters whether navigable or not either wholly in British Columbia, or dividing British Columbia from the remainder of Canada, or from any other country, provided that the Company shall not interfere with the public right of travelling on or using such highways, streets, bridges, watercourses or waters: And the Company may by its servants, agents, or workmen enter upon any highway, street, public bridge, watercourse, waters, or any such place in the province of British Columbia for the purpose of erecting and installing above or under ground, operating and maintaining its line or lines of telephone along the sides of or across or under the same, and may construct, install, erect and maintain such and so many poles, conduits, towers, or other works and devices, either above or under ground, as the Company deems necessary for making, completing, supporting, using, working, operating and maintaining a system of communication by telephone, and may stretch wires and cables thereon or thereunder or therethrough, and from time to time as often as the Company, its agents, officers or workmen think proper, break up and open any part or parts of the said highways or streets, subject, however, to the following provisions:—

Entry on property for purposes of erecting, etc.

Limitations.

(*a*) The Company shall not interfere with the public right of travelling on or using such highways or streets;

Consent of municipality.

(*b*) And in municipalities the breaking up and opening of streets for the erection of poles or for carrying of wires underground shall be subject to the approval of the municipal council of such municipality;

Consent of Provincial Minister of Lands.

(*c*) The Company shall not break up or open any part or parts of any highway, not being within a municipality, without first having obtained the consent of the Minister of Lands of the province for the time being;

Consent o Minister Public Works

(*d*) The Company shall not lay any submarine cable under navigable waters without first having obtained the consent of the Minister of Public Works.

Lines passing through woods.

18. The Company, when the said line or lines shall pass through any wood, may cut down the trees or underwood for a space of one hundred feet on each side of such line or lines, doing as little damage as may be in the exercise of the powers to them hereby granted: Provided always that in the event of the Company exercising a right or power conferred by this section the Company shall make compensation whenever required so to do to the owners, proprietors of or persons interested in the lands so entered upon by the Company for all damage by them sustained from the exercise of the power granted by this section.

Compensation.

Arbitration in case of disagreement.

2. In case of disagreement arising between the Company and any owner or occupier of the lands upon which the Company may have cut down trees in respect of any damage done the same the Company and each owner or occupier shall each choose an arbitrator, which two arbitrators shall choose a third, and the decision on the matter in difference of any two of them in writing shall be final; and if the said owner or occupier or the Company neglects or refuses to choose any arbitrator within four days after notice in writing, and upon proof of personal service of such notice, or, if such two arbitrators when duly chosen disagree in the choice of a third arbitrator, in any such case the Minister of Railways may nominate any such arbitrator or third arbitrator, as the case may be, who shall possess the same power as if chosen in the manner above provided.

When third arbitrator named by Minister.

As to agreements with other companies.

19. It shall be lawful for the Company, for such consideration as may be agreed upon, to enter into, and carry out to completion, any agreement in the nature of assuming the payment of or guaranteeing the payment of principal and interest, or either, on bonds, debenture stock or debentures, issued or to be issued, or assuming the obligations of, or guaranteeing the carrying out of, any obligation, or any part thereof, created by any person or company selling, leasing, or conveying to the Company under the above powers, such agreement to be approved of by the holders of a majority in value of the ordinary shares of the Company who are present or represented by written proxy at any special meeting to be called for the purpose, in accordance with the by-laws of the Company; and every such agreement when so approved shall be valid and binding according to the terms and tenor thereof.

Rates and tolls.

20. The Company shall have power to charge, sue for, recover and collect rates, rentals and tolls for the use of and charged by the system or systems purchased, taken

over, leased, amalgamated with or otherwise acquired, not exceeding those authorized to be charged or enforced immediately before the purchase, taking over, leasing, amalgamating with, or otherwise acquiring the said system or systems until rates, rentals and tolls are fixed by the Board of Railway Commissioners for Canada, and thereafter the Company shall charge and may sue for, recover and collect such rates, rentals and tolls as may be fixed by the said Board.

Approval of Railway Commission.

21. The Company shall have power to purchase, accept, lease or otherwise acquire or receive, and to hold all such real and personal estate, rights of way, easements, leases, and all such other rights as may from time to time be deemed requisite for the purposes of the Company, and also to sell, lease, or otherwise dispose of, and to mortgage, pledge or encumber the same, or any part or parts thereof from time to time in such manner and on such terms as it may deem fit.

Acquisition and disposal of real and personal property.

22. The word "shareholder" in sections one hundred and twenty-eight, one hundred and fifty-five and one hundred and fifty-seven of *The Companies' Act* shall mean the holder of ordinary shares, and the word "stock" in sections one hundred and forty-one and one hundred and fifty-six of the said Act shall mean ordinary stock.

Definitions.

23. Sections one hundred and thirty-four, one hundred and thirty-five, one hundred and thirty-six, one hundred and thirty-seven, one hundred and fifty-four, one hundred and fifty-eight and one hundred and fifty-nine of *The Companies' Act* shall not apply to the Company.

Provisions *re* preference stock, sanction of shareholders, notice of meetings, etc. not to apply.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 25.

An Act to incorporate The Western Canada Telephone Company.

First reading, February 9, 1916.

(PRIVATE BILL.)

MR. GREEN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 25.

An Act to incorporate the Western Canada Telephone Company.

(Reprinted as amended by the Railway Committee.)

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. William Farrell, merchant; Lily Alice Lefevre, widow; both of the city of Vancouver, in the province of British Columbia; and George Henry Barnard, esquire, of the city of Victoria, in the said province, together with such persons as shall hereafter become shareholders in the company are incorporated under the name of the" Western Canada Telephone Company," hereinafter called "the Company."

Name.

Declaratory.

2. The works hereby authorized are hereby declared to be for the general advantage of Canada.

Provisional directors.

Quorum and powers.

3. The persons named in section one of this Act shall be the first or provisional directors of the Company, a majority of whom shall be a quorum; and they may forthwith open stock books and procure subscriptions for shares and receive payments on account of shares and may make calls upon the subscribers and may call the first general meeting of the ordinary shareholders and may carry on the business of the Company.

Capital stock.

4. The capital stock of the Company shall be five million dollars divided into shares of one hundred dollars each and may be issued in whole or in part, and may be called up from time to time and in such manner as the directors determine, but no one call shall exceed ten per

cent on the shares subscribed, and there shall be an interval of at least 30 days between calls.

Preference stock.

5. The Company, if previously authorized by resolution passed by the ordinary shareholders at any annual meeting or at any special general meeting duly called for that purpose, at which meeting shareholders representing at least three-fourths in value of the subscribed ordinary stock of the Company are present or represented by proxy, may issue any portion of its capital, whether part of the original stock or any increase thereof as preference stock, and preference stock so issued shall have such preference and priority as respects dividends, capital or otherwise over ordinary stock or such qualified rights as is declared by such resolution.

Rights of holders.

2. Holders of preference shares shall not have any right of voting at meetings of the Company except the right to attend and vote at general meetings on any question directly affecting any of the rights or privileges attached to such shares, and then there shall be one vote per share, but no change in the rights or privileges shall be made unless the holders of seventy-five per cent of the preference shares agree to same, and such shares shall not qualify any person to be a director of the Company.

Increase of capital stock.

6. After ninety per cent of the capital stock has been issued and fifty per cent paid thereon the capital stock of the Company may be increased from time to time by such amounts as the shareholders deem necessary for the proper extension of the undertaking of the Company, such increase to be effected by resolution of the directors by and with the consent of a majority of two-thirds in value of the ordinary shareholders present or represented by proxy at any annual general or at any special general meeting of the ordinary shareholders called for that purpose:

Proviso.

Provided that the total capital of the Company including the present authorized stock shall not exceed ten million dollars.

Borrowing powers.

7. If authorized by by-law, sanctioned by a vote of not less than two-thirds in value of the subscribed ordinary stock of the Company represented at a general meeting duly called for considering the by-law, the directors may from time to time,—

(*a*) borrow money upon the credit of the Company;

(*b*) limit or increase the amount to be borrowed;

(*c*) issue bonds, debentures, debenture stock or other securities of the Company for sums not less than one hundred dollars each, and pledge or sell the same

for such sums and at such prices as may be deemed expedient: Provided that such bonds, debentures or other securities may be for sums not less than twenty pounds sterling, five hundred francs, or four hundred marks, or for sums not less than the nearest equivalent in round figures of other money to one hundred dollars in Canadian currency;

(*d*) hypothecate, mortgage, or pledge the real or personal property of the Company, or both, to secure any such bonds, debentures, debenture stock or other securities and any money borrowed for the purposes of the Company.

Bills and notes.

2. Nothing in this section contained shall limit or restrict the borrowing of money by the Company on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Company.

Securities as first preferential claim.

3. The bonds, debenture stock, debentures or other securities hereby authorized to be issued shall be taken and considered to be a first preferential claim and charge upon the Company and the undertaking franchises, uncalled capital, tolls, incomes, rents, revenues and real and personal property thereof at any time acquired and all its property and assets whatsoever and wheresoever both present and future saving and excepting any charges existing thereon at the date of the passage of this Act or such acquisition respectively.

Disposal of undertaking.

8. The Company shall have power to sell and dispose of the undertaking of the Company and its rights and properties for such consideration as the Company may think fit: Provided that no such sale or disposal shall be made until it is approved by a meeting of ordinary shareholders duly called for that purpose, at which meeting two-thirds in value of the issued ordinary shares are represented by ordinary shareholders in person or by proxy, and provided further that no such sale or disposal shall take effect until it has been submitted to and approved of by the Board of Railway Commissioners for Canada.

Proviso as to approval of ordinary shareholders.

Acquisition of business of other companies.

9. The Company shall have power to purchase, take over, lease, amalgamate with or otherwise acquire from any other company or companies having objects in whole or in part similar to the objects of the Company all or any part of the property, real or personal, undertaking, business, powers, contracts, privileges and rights of any such company or companies that may have been conferred upon any such company or companies by charter, acts of incorporation, by-laws or contracts; conditional upon

the assumption by the Company of the duties, obligations and liabilities of such other company with respect to the business rights and property so acquired as are not performed or discharged by such other company: Provided that no agreement therefor shall take effect until it has been submitted to and approved of by the Board of Railway Commissioners for Canada. And the Company shall have power to allot and issue to such company or companies or to the shareholders thereof or any one or more of them, shares either ordinary or preference, or both, in the capital stock of the Company in payment in whole or in part of the said property, real or personal, undertaking, business, rights, contracts, powers and privileges of such company or companies, and to so allot and issue such shares as fully paid up or as partly paid up as shall be agreed upon between the Company and such company or companies, or any one or more of them.

Shares in payment.

Sale, lease or amalgamation with other companies.

10. Sections three hundred and sixty-one, three hundred and sixty-two, and three hundred and sixty-three of the *Railway Act* shall apply to the Company and to any company with which it may hereafter enter into any agreement for any of the purposes mentioned in section eight or section nine of this Act in all respects as if the said sections three hundred and sixty-one, three hundred and sixty-two, and three hundred and sixty-three of the *Railway Act* applied to the said companies.

In case of amalgamation of British Columbia Telephone Company Limited with the Company.

11. Notwithstanding anything in this Act contained, should the British Columbia Telephone Company Limited be amalgamated with the Company and all the undertaking, property and assets whatsoever and wheresoever of the British Columbia Telephone Company Limited be transferred to the Company, subject to the terms of a Trust Deed made between the British Columbia Telephone Company Limited and the Royal Exchange Assurance, as Trustees, dated twenty-eighth of June, 1912, and supplementary Trust Deeds dated second of July, 1912, twenty-fourth of March, 1914, and first of December, 1915, securing the issue by the said British Columbia Telephone Company Limited in the manner therein mentioned, of debenture stock in the amount of one million pounds of which five hundred thousand pounds has been issued, the Company shall forthwith be deemed to be substituted in the said Trust Deeds in the place of the British Columbia Telephone Company Limited and shall be bound to carry out all the obligations of the British Columbia Telephone Company Limited under the terms of the said Trust Deeds

hereinbefore mentioned, and in connection with the said debenture stock already issued; and accordingly all rights which the parties to the said Trust Deeds, or the holders of the said debenture stock may have against the British Columbia Telephone Company Limited shall be had against the Company, and the said Debenture Trust Deeds and the debenture stock already issued or to be issued hereafter pursuant to the said Trust Deeds shall be the first preferential claim and charge upon the Company and its franchises, uncalled capital, tolls, incomes, rents, revenues and real and personal property belonging to the said British Columbia Telephone Company Limited at the time of the said amalgamation, or thereafter acquired, by the Company, and in particular and without limiting the generality of the foregoing shall constitute a first preferential claim, charge and mortgage upon all the property and assets of the British Columbia Telephone Company Limited at the time of the said amalgamation charged either specifically or by way of floating charge in the said Trust Deed hereinbefore mentioned: And the Company is hereby authorized to issue in accordance with the terms of the said Trust Deed the balance of the said debenture stock still unissued, namely, five hundred thousand pounds.

First preferential charge.

Issue of balance of debenture stock authorized.

2. Upon the transferring by the British Columbia Telephone Company Limited to the Company of its undertaking, property and assets whatsoever and wheresoever as mentioned in this clause, the Company shall forthwith be deemed to be substituted for the said British Columbia Telephone Company Limited, in all contracts to which the said British Columbia Telephone Company Limited is a party, and thereafter all such contracts shall be binding upon the Company, and the other parties to the said contracts, in the same manner and to the same extent and with the same rights and privileges and liabilities as if the said contracts had originally been between the Company and the said parties.

Substitution of the Company for British Columbia Telephone Company Limited in contracts, etc.

3. When the works and undertaking of the British Columbia Telephone Company Limited are acquired or leased by the Company such works and undertaking shall be deemed to be and are hereby declared to be a work for the general advantage of Canada.

Declaratory.

12. So soon as fifty thousand dollars of the capital stock has been subscribed and fully paid up, the provisional directors shall call a meeting of the ordinary shareholders for the election of directors, and for the transaction of such

Election of directors.

other business as may be trasnacted at an annual meeting of the Company.

Notice.

2. Notice of such meeting shall be sufficiently given by mailing the notice, by registered letter, at least ten days previous to the date of such meeting to the last known post office address of each ordinary shareholder.

Number of directors.

13. The number of the directors shall be not less than three nor more than nine, one or more of whom may be paid directors and a majority of whom shall be a quorum.

Head office.

14. The head office of the Company shall be at the city of Vancouver, in the province of British Columbia, or at such other place in Canada as may be hereafter determined upon by the directors of the Company.

Change of name.

15. The Company may, subject to the approval of the Secretary of State of Canada, change its name to the British Columbia Telephone Company upon obtaining and filing with the said Secretary of State the consent expressed by resolution of the British Columbia Telephone Company Limited together with a resolution of the directors of the Company authorizing said change; but such change in name shall not in any way impair, alter or affect the rights or liabilities of the Company, nor in any wise affect any suit or proceeding now pending, or judgment existing, either by, or in favour of, or against the Company, which notwithstanding such change in the name of the Company, may be prosecuted, continued, completed and enforced as if this Act had not been passed.

Powers.

16. Subject to the provisions of sections two hundred and forty-seven and two hundred and forty-eight of the *Railway Act*, and of the *Navigable Waters Protection Act* the Company may,—

Telephone lines.

(*a*) construct, purchase, lease or otherwise acquire, maintain, repair and operate lines of electric telephone over or under land or under water or both between any places or anywhere in the province of British Columbia;

Extensions of lines.

(*b*) construct, purchase, lease or otherwise acquire, maintain, repair and operate extensions of lines hereby authorized to any places or anywhere outside of the province of British Columbia, either over or under land or under water or both;

Towers, poles, structures, etc.

(*c*) construct, manufacture, purchase, lease or otherwise acquire, lay, erect, maintain, repair, use and operate all such towers, cables, wires, poles, manholes, conduits,

works, structures, buildings, plants, instruments, switch-boards, machinery, apparatus, appliances, implements, materials, and supplies as may be necessary for the purposes of the Company's undertaking or as may appertain to its business, and dispose of the same in whole or in part;

Vessels, etc.

(*d*) for the purposes of the Company's undertaking, construct, purchase, lease or otherwise acquire, charter, maintain and operate steamships and other vessels either within or without the Dominion of Canada, for the laying, maintenance and operation of submarine and sub-aqueous cables;

Letters patent.

(*e*) acquire and use any privilege granted by any federal, provincial or municipal authority and acquire, use and dispose of any invention, letters patent of invention, or the right to use any inventions in any way connected with or appertaining to its business;

Arrangements with federal, etc., authorities.

(*f*) enter into any contracts or arrangements with any federal, provincial or municipal authority or any person or company for any purpose or work in the Company's interest, or that may seem conducive or incidental to the Company's objects, and to obtain from or give to any such federal, provincial or municipal authority, person or company, any rights, privileges and concessions which the Company may think it desirable to obtain or to give, and to carry out, exercise and comply with any such contract or arrangement;

Advancing of money.

(*g*) upon such security as it may deem necessary, advance money to any corporation, company or person, to build or operate any telephone system or systems;

Contractors.

(*h*) as contractors for any other corporation, company or person, do anything as contractors which it might do for its own purposes;

Investments.

(*i*) invest and deal with any of the moneys (including moneys held by the Company to the credit of any of its sinking funds) of the Company not immediately required for the purposes thereof, upon such securities as trustees may under the laws of the province of British Columbia invest in, and in such manner as they may think fit, and from time to time vary or realize such investments; and,

Offices.

(*j*) establish offices for the transmission and reception of messages and may transmit messages for the public and charge tolls and rates therefor;

(*k*) No toll or charge shall be demanded or taken until it has been approved of by the Board of Railway Commissioners for Canada which Board may also revise such tolls and charges.

Telephones.

2. Part I of chapter sixty-one of the statutes of 1908, and the provisions of the *Railway Act* and any Acts amending the same relating to telephones, telephone systems or lines, shall apply to the Company.

Restrictions as to lines in Prince Rupert and in certain provinces.

17. Notwithstanding anything contained in this Act the Company shall not construct, operate or maintain lines of telephone, other than long distance lines, in the city of Prince Rupert without having first obtained the consent of the municipality of the said city, or in the provinces of Alberta, Saskatchewan and Manitoba without first having obtained the consent of the Lieutenant-Governor in Council of the province in which it is proposed to construct, operate and maintain a line of telephone as aforesaid; but this restriction shall not apply to the construction, operation or maintenance of long distance lines of the Company into or through the said city of Prince Rupert or into or through any or all of the said provinces.

Agreements for connecting lines of Company with other lines.

18. In any case where a telephone system or line is owned or operated in the province of British Columbia, or adjacent thereto, by any person, corporation, or municipality, or by any province or territory of Canada, or by any state of the Union of the United States of America, the Company may, subject to the provisions of the *Railway Act*, enter into and carry out agreements or arrangements with such person, corporation, municipality, province, territory, or state for the purpose of connecting the Company's telephone system or lines with the telephone system or line of such person, corporation, municipality, province, territory, or state.

Telephone lines upon highways, etc.

19. Subject to the provisions of section fifteen of this Act the Company may construct, install, erect, and maintain, above or below ground or water, or both or either, its line or lines of telephone along the sides of and across or under any public highways, streets, bridges, watercourses, or other such places, or across or under any waters whether navigable or not either wholly in British Columbia, or dividing British Columbia from the remainder of Canada, or from any other country, but the Company shall not break up or open any part or parts of any highway, not being within a municipality, without first having obtained the consent of the Minister of Lands of the province for the time being.

Consent of Provincial Minister of Lands.

20. The Company, when the said line or lines shall pass through any wood, may cut down the trees or underwood for a space of one hundred feet on each side of such line or lines, doing as little damage as may be in the exercise of the powers to them hereby granted: Provided always that the Company shall make compensation whenever required so to do to the owners, proprietors of or persons interested in the lands so entered upon by the Company for all damage by them sustained from the exercise of the power granted by this section. Lines passing through woods. Compensation.

2. The Company shall not, however, cut down any ornamental or fruit trees or any trees planted or preserved as a protection to any building, orchard or cultivated ground, or any trees in any city, town or village or in any garden, park, pleasure grounds, churchyard or cemetery. Preservation of trees.

3. In case of disagreement arising between the Company and any owner or occupier of the lands upon which the Company may have cut down trees in respect of any damage done the same the Company and each owner or occupier shall each choose an arbitrator, which two arbitrators shall choose a third, and the decision on the matter in difference of any two of them in writing shall be final; and if the said owner or occupier or the Company neglects or refuses to choose any arbitrator within four days after notice in writing, and upon proof of personal service of such notice, or, if such two arbitrators when duly chosen disagree in the choice of a third arbitrator, in any such case the Minister of Railways may nominate any such arbitrator or third arbitrator, as the case may be, who shall possess the same power as if chosen in the manner above provided. Arbitration in case of disagreement. When third arbitrator named by Minister.

21. It shall be lawful for the Company, for such consideration as may be agreed upon, to enter into, and carry out to completion, any agreement in the nature of assuming the payment of or guaranteeing the payment of principal and interest, or either, on bonds, debenture stock or debentures, issued or to be issued, or assuming the obligations of, or guaranteeing the carrying out of, any obligation, or any part thereof, created by any person or company selling, leasing, or conveying to the Company under the above powers, such agreement to be approved of by the holders of a majority in value of the ordinary shares of the Company who are present or represented by written proxy at any special meeting to be called for the purpose, in accordance with the by-laws of the Company; and every such agreement when so approved shall be valid and binding according to the terms and tenor thereof. As to agreements with other companies.

22. The Company shall have power to charge, sue for, recover and collect rates, rentals and tolls for the use of and charged by the system or systems purchased, taken over, leased, amalgamated with or otherwise acquired, not exceeding those authorized to be charged or enforced immediately before the purchase, taking over, leasing, amalgamating with, or otherwise acquiring the said system or systems, but not exceeding in any case a period of four months, until rates, rentals and tolls are approved of by the Board of Railway Commissioners for Canada, and thereafter the Company shall charge and may sue for, recover and collect such rates, rentals and tolls as may be approved of by the said Board.

Rates and tolls.

Approval of Railway Commission.

23. The word "shareholder" in sections one hundred and twenty-eight, one hundred and fifty-five and one hundred and fifty-seven of the *Companies' Act* shall mean the holder of ordinary shares, and the word "stock" in sections one hundred and forty-one and one hundred and fifty-six of the said Act shall mean ordinary stock.

Definitions.

24. Sections one hundred and thirty-four, one hundred and thirty-five, one hundred and thirty-six, one hundred and thirty-seven, one hundred and fifty-four, one hundred and fifty-eight and one hundred and fifty-nine of the *Companies' Act* shall not apply to the Company.

Provisions *re* preference stock, sanction of shareholders, notice of meetings, etc., not to apply.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 25.

An Act to incorporate The Western Canada Telephone Company.

(Reprinted as amended by the Railway Committee.)

(PRIVATE BILL.)

MR. GREEN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 26.

An Act respecting the Corporation of the city of Brantford.

Preamble.

1900, c. 73; 1902, c. 91; 1906, c. 102; 1907, c. 90.

WHEREAS by an Act of the Parliament of the Dominion of Canada passed in the sixty-third and sixty-fourth years of the reign of Her Majesty Queen Victoria, chapter seventy-three, The Port Dover, Brantford, Berlin and Goderich Railway Company was incorporated with the powers within the said Act contained; and whereas by amending Acts of the Parliament of the Dominion of Canada passed in the second year of the reign of His Majesty King Edward the Seventh, chapter ninety-one, and in the sixth year of the reign of His Majesty King Edward the Seventh, chapter one hundred and two, and in the sixth and seventh years of the reign of His Majesty King Edward the Seventh, chapter ninety, the rights and powers of the said The Port Dover, Brantford, Berlin and Goderich Railway Company were amended and further defined and the name of the said company was altered to The Grand Valley Railway Company and authority was given to the said company to acquire The Brantford Street Railway Company, which was incorporated by Act of the Legislature of the province of Ontario in the forty-second year of the reign of Her Majesty Queen Victoria, chapter seventy-three; and whereas The Grand Valley Railway Company did acquire The Brantford Street Railway Company and all the assets, rights, franchises and property thereof; and whereas The Grand Valley Railway as constructed embraces a line of railway commencing in the city of Galt in the county of Waterloo, passing through the township of North Dumfries in the county of Waterloo, the township of Brantford and South Dumfries and the town of Paris in the county of Brant and within and throughout the said city of Brantford and extending easterly of the said city of Brantford in the said township

of Brantford; and whereas the Corporation of the city of Brantford by an Act of the Legislature of the province of Ontario passed in the fourth year of the reign of His Majesty King George the Fifth, chapter sixty-three, was empowered to purchase the said railway and all the franchises, property, rights and privileges of The Grand Valley Railway Company in the city of Brantford and in the counties of Brant and Waterloo and to sell and dispose of any part of said railway or the assets and property thereof, and to convey same, and to provide for the election of a commission to manage, operate, improve and extend the said railway; and whereas the Corporation of the city of Brantford in pursuance of said powers has purchased the said railway and the franchises, property, rights and privileges of The Grand Valley Railway Company in the city of Brantford and in the counties of Brant and Waterloo aforesaid; and whereas the Corporation of the city of Brantford has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Extension of The Grand Valley Railway authorized.

Electric or other power.

1. The Corporation of the city of Brantford, hereinafter called "the Corporation," may own, equip, operate, alter, maintain and manage the railway of The Grand Valley Railway Company, with one or more sets of rails or tracks to be worked by the power or force of electricity or steam, commencing in the city of Galt, passing through the township of North Dumfries in the county of Waterloo, the townships of Brantford and South Dumfries and the town of Paris in the county of Brant and within and throughout the said city of Brantford as fully and effectually as the said The Grand Valley Railway Company might do, and to extend the same from the present terminus in the township of Brantford to a point in or near the village of Cainsville in the said township of Brantford, under the name "Brantford Municipal Railway System."

Name.

Powers of Corporation.

2. The Corporation may for the purpose of its undertaking construct, operate and maintain all necessary bridges, roads, ways and ferries, and build, equip, operate and maintain telegraph and telephone lines in connection with said railway, and may construct, acquire and lease terminal stations, facilities, wharfs, docks, elevators, warehouses and other structures, and carry on the business of common carriers of passengers and goods and of forwarders, wharfingers and warehousemen.

Confirmation of by-law No. 1346.

3. As far as such confirmation is within the powers of the Parliament of Canada, by-law number one thousand three hundred and forty-six of the Corporation, dated the twenty-second day of November, one thousand nine hundred and fifteen, contained in the Schedule to this Act is hereby approved and confirmed, and the commission constituted thereby and known as the "Brantford Municipal Railway Commission," hereinafter called "the Commission," shall be a body corporate and, subject to the exceptions hereinafter set out, shall have the whole management and control of the making, equipping, operating, altering, managing and extending the said Railway System for and as agents of the Corporation.

Incorporation of Commission.

Powers of Commission.

4. The Commission shall be constituted in accordance with the provisions of said by-law number one thousand three hundred and forty-six dated the twenty-second day of November, one thousand nine hundred and fifteen, and the Commission shall have all the powers necessary to enable them to equip, operate, alter, maintain and manage the said railway, and to extend the same to a point in or near the village of Cainsville in the township of Brantford.

Vacancies on Commission.

5. Any member of the Commission who shall remove from the city of Brantford shall be deemed to have resigned from the date of such removal, and vacancies arising in the Commission from death, resignation or otherwise shall be filled forthwith by the council of the Corporation who shall appoint a person or persons to fill such vacancies, and any commissioner appointed to fill a vacancy shall hold office for the unexpired term of the Commissioner whose place has become vacant.

Disposal of railway by Corporation.

Approval of Railway Commission.

6. The Corporation may sell, transfer and dispose either absolutely or conditionally of the whole or any part of the said railway to The Lake Erie and Northern Railway Company, The Canadian Pacific Railway Company, The Grand Trunk Railway Company, The Toronto, Hamilton and Buffalo Railway Company, The Brantford and Hamilton Railway Company, or The Canadian Northern Railway Company, or any of them, on terms approved by by-law of the municipal council of the Corporation and sanctioned by order of the Board of Railway Commissioners for Canada.

Creation by by-law of a managing commission.

7. Nothing herein contained shall be deemed to alter or affect the power of the Corporation to pass a by-law or by-laws for the creation of a commission to manage,

operate and control said Railway System in conjunction with any one or more public utilities of the Corporation; and from and after the passing of such by-law or by-laws the Commission thereby created shall be vested with all the powers, rights and privileges hereby conferred upon the Brantford Municipal Railway Commission.

Application of Railway Act.

8. Notwithstanding anything contained in this Act or in the Schedule hereto the provisions of the *Railway Act*, where not inconsistent with this Act, shall apply to the Corporation, the said undertaking and the said railway and the Corporation shall have and may exercise all the powers conferred by the *Railway Act*, or any other Act.

Bonds, mortgages and borrowing powers.

9. The powers conferred by sections one hundred and thirty-six, one hundred and thirty-seven, one hundred and thirty-eight and one hundred and thirty-nine of the *Railway Act* may be exercised by the Corporation and not by the Commission.

Consent of municipalities.

10. The Corporation shall not construct or operate its railway along any highway, street or other public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and upon the terms to be agreed on with such municipality.

Electric and other power.

11. For the purposes of its undertaking, and subject to the provisions of section two hundred and forty-seven of the *Railway Act* the Corporation may acquire, but not by expropriation, electric or other power or energy, which may be transmitted and delivered to any place in the municipalities through which the railway is constructed; and may receive, transform, transmit, distribute and supply such power or energy in any form, and may dispose of the surplus thereof, and may collect rates and charges therefor, but no such rate or charge shall be demanded or taken until it has been approved of by the Board of Railway Commissioners for Canada, which Board may also revise such rates and charges.

Consent of municipalities for lines upon highways, etc.

12. Nothing in this Act or in the *Telegraphs Act* shall authorize the Corporation to construct or operate any telegraph or telephone lines, or any lines for the purpose of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Corporation's works and not required for the undertaking of the Corporation, upon, along or across any highway,

street or public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or public place, and upon terms to be agreed on with such municipality; or to sell, dispose of or distribute power or energy within or for use within the limits of any municipality without the consent, expressed by by-law, of such municipality.

SCHEDULE.

By-Law No. 1346.

Of the Corporation of the City of Brantford.

To provide for the establishment of a Municipal Railway Commission and to provide for the election of Commissioners.

Whereas by the provisions of section 6, subsection 5, chapter 63 of the Statutes of Ontario of 1914, entitled an Act Respecting the City of Brantford, by-laws may be passed by the Municipal Council of the Corporation of the City of Brantford to provide for the election of a commission to manage, operate and improve and extend the Municipal Railway System owned by the City of Brantford;

And Whereas it is provided in such Act that the provisions of The Public Utilities Act shall apply thereto subject to the terms of the by-law which shall be passed to provide for the creating of such commission.

It is Therefore Enacted by the Municipal Council of the Corporation of the City of Brantford—

1. That a commission of three members be and the same is hereby created to be known as the Brantford Municipal Railway Commission and that such commission shall be a body corporate and shall have power and authority to manage, operate, improve and extend the Brantford Municipal Railway System, subject to the provisions of this by-law.

2. The members of said commission shall be elected by the general vote of persons qualified to vote for the election of Mayor of the said City of Brantford and the election shall be held at the same time and place by the same returning officer and in the same manner as the election of such Mayor, save as otherwise provided, and the provisions of The Municipal Act respecting the election of Mayor shall apply to the election of such commissioners.

3. The first election shall take place at the same time as the Municipal elections for the year 1916.

4. (1) At the first election the candidate receiving the highest number of votes shall continue in office for three years thereafter; the candidate receiving the next highest number of votes shall remain in office for two years thereafter; and the candidate receiving the lowest number of votes shall continue in office for one year thereafter; at all elections after the first election the member to be elected shall be elected and shall continue in office for the term of three years.

(2) Where two members receive an equal number of votes at the first election the candidate having the highest assessment upon the last revised assessment roll for the municipality shall be deemed to be elected and shall continue in office for the longer term.

5. The provisions of sections 28 to 32 inclusive, and sections 37, 40, 41, 42, 43, 46, 47, 48, 49 and 52 of The Public Utilities Act, Chapter 204 of the Revised Statutes of Ontario, 1914, and amendments thereto shall apply to such commission.

6. The salary of the commissioners shall from time to time be fixed by the Council, and no member of the Council shall at the same time be a member of the commission.

Passed this 22nd day of November, 1915.

Sd. H. F. LEONARD, *Clerk.* Sd. JOHN H. SPENCE, *Mayor.*

26.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 26.

An Act respecting the Corporation of the city of Brantford.

First reading, February 10, 1916.

(PRIVATE BILL.)

MR. COCKSHUTT.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 27.

An Act respecting The Empire Life Insurance Company of Canada.

WHEREAS The Empire Life Insurance Company of Canada has by its petition prayed that it be enacted a hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1911, c. 75; 1913, c. 111; 1914, c. 121; 1915, c. 63.

1. Notwithstanding anything in section seventy-eight of *The Insurance Act, 1910*, or in chapter seventy-five of the statutes of 1911, incorporating The Empire Life Insurance Company of Canada, or in chapter sixty-three of the statutes of 1915, the said chapter seventy-five shall be deemed not to have expired and ceased to be in force after the third day of April, one thousand nine hundred and sixteen, but to have continued and to be in force for all purposes thereof whatsoever, until the fourth day of April, one thousand nine hundred and seventeen; and the Minister of Finance may, at any time not later than the third day of April, one thousand nine hundred and seventeen, and subject to all other provisions of *The Insurance Act, 1910*, grant to the said company the license necessary for carrying on business. Extension of time. 1910, c. 32.

2. If the said company has not obtained the said license before the fourth day of April, one thousand nine hundred and seventeen, the said chapter seventy-five shall then expire and cease to be in force thereafter, except for the sole purpose of winding up the said company's business, but otherwise shall remain in full force and effect for all purposes thereof whatsoever. Limitation.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 27.

An Act respecting The Empire Life Insurance Company of Canada.

First reading, February 10, 1916.

(PRIVATE BILL.)

MR. MACDONELL.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 28.

An Act respecting The Kettle Valley Railway Company and Vancouver, Victoria and Eastern Railway and Navigation Company.

WHEREAS The Kettle Valley Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1904, c. 89; 1906, c. 117; 1912, c. 110; 1914, c. 92.

1. The Kettle Valley Railway Company, hereinafter called "the Company," may within two years after the passing of this Act commence to construct any of the lines of railway authorized by paragraphs (*a*) and (*b*) of section two of chapter eighty-nine of the statutes of 1904, paragraph (*b*) of section two of chapter one hundred and seventeen of the statutes of 1906 and by section one of chapter ninety-two of the statutes of 1914, and may, within five years after the passing of this Act, complete any of the said lines of railway; and if, within the said periods respectively, any such line is not so commenced or is not so completed and put in operation, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of that line of railway as then remains uncompleted. Extension of time for construction.

SCHEDULE.

This Agreement made and entered into this tenth day of July, One thousand nine hundred and fourteen by and between Vancouver, Victoria and Eastern Railway and Navigation Company, a corporation organized and existing under and by virtue of the laws of the Dominion of Canada, hereinafter called "the Vancouver Company" party of the first part; and The Kettle Valley Railway Company, a corporation organized and existing under and by virtue of

the laws of the Dominion of Canada, hereinafter called "the Valley Company" party of the second part.

Whereas an Agreement was entered into on the 20th day of November, 1913, between the Valley Company and the Vancouver Company, Section 7 of Article 6 of which reads as follows:—

> "The Valley Company is hereby given the right to take trackage rights over the line of railway to be built by the Vancouver Company between a point opposite the headblock of the Valley Company's West Switch at Princeton marked "E" on Exhibit A, hereto attached and a point opposite the headblock of the West Switch at Otter Summit, marked "A" on said Exhibit A, upon like terms and conditions as herein granted to the Vancouver Company in respect of the use of the joint section. And the Vancouver Company agrees to give to the Valley Company the right to such use upon such terms and conditions as herein granted to the Vancouver Company in respect of the use of the joint section, provided that the Valley Company shall exercise such option on or before July 15th, 1916. The Vancouver Company undertakes and agrees that the said line from Princeton to Otter Summit shall be completed and open for traffic on or before the first day of January, 1915, or as soon thereafter as the same can with due diligence be completed."

And Whereas the Valley Company is desirous of exercising and hereby declares that it exercises the option referred to in said Section 7 of Article 6 of the Agreement of 20th November, 1913.

Now Therefore, in consideration of the mutual and interdependent covenants and agreements by each of the parties hereto to be kept and performed, this Agreement witnesseth:

Article One.

Section 1. The Vancouver Company agrees that it will proceed forthwith and will construct, directly or by way of contract, complete and have ready and open for operation on or before the 31st day of December, 1914, or as soon thereafter as the same can with due diligence be completed, a line of single track railway from a point opposite the headblock of the east switch at Princeton (marked "A" on Exhibit "A," signed by the Chief Engineers of the parties attached hereto and hereby made a part hereof) to a point opposite the headblock of the west switch at Otter Summit (marked "B" on said Exhibit "A") upon a location with

a maximum gradient of 1.2 per cent, compensated for curvature at 0.04 of a foot per degree of curve and maximum curvature not greater than 12 degrees. Said location, grade and curvature are shown upon maps and profiles prepared by the Chief Engineer of the Vancouver Company, and deposited and approved by the Board of Railway Commissioners for Canada.

Section 2. The supervision of the work of construction of said line of railway shall be under the direction of the Chief Engineer of the Vancouver Company, and the preparation of estimates of work done shall be made by him, but the Chief Engineer of the Valley Company may check said estimates, or cause the same to be checked, under his direction. In the event of any disagreement between said Chief Engineers as to the correctness of any estimate, the questions in dispute shall be submitted to the Chief Engineer of the Board of Railway Commissioners for Canada, and his decision in reference thereto shall be binding and conclusive upon the parties.

Section 3. The Vancouver Company shall pay to the Valley Company all the engineering cost and expense incurred by said Valley Company in making surveys for its line of railway paralleling the joint section as hereinafter described with interest at five per cent per annum on the respective items thereof, from the time the same were paid by the Valley Company to the date of settlement by the Vancouver Company, which engineering cost and expense shall include wages, salaries and expense accounts of the engineers and their assistants during the survey of the line, the wages, salaries and expense accounts of engineers and their assistants, and the cost of superintendence in any surveys subsequent to the preliminary survey and prior to the making of this agreement. It is agreed that the total of such cost and expense incurred prior to the making of this agreement shall be paid by the Vancouver Company to the Valley Company on or before the 31st day of December, 1914, or on the completion of the joint section whichever be the later date, with interest at the rate of five per cent (5%) per annum on the respective items included in said sum from the date the same were paid by the Valley Company until date of payment by the Vancouver Company.

Section 4. The cost of said line of railway from Otter Summit to Princeton, which is to be taken as a basis of compensation for the use thereof by the Valley Company, as hereinafter provided, shall include only the following:—

(*a*) The cost of right-of-way and station grounds.

(*b*) The cost of construction, which shall include the cost to the Vancouver Company of labour, materials, work,

train service and all other like items incurred in the actual construction of its line of railway.

(*c*) The cost of transportation.

(*d*) The amount paid by the Vancouver Company to the Valley Company for engineering expenses, as provided in Section 3 of this article, and its own engineering expenses on said line preliminary to and during the construction.

(*e*) Interest at the rate of five per cent per annum on any payments made by the Vancouver Company on any of the aforesaid items in paragraphs *a*, *b*, *c* and *d* described from the time said payments were made to December 31st, 1914.

Section 5. Said line of railway between the headblock of the west switch at Otter Summit and a point near headblock of the east switch of the Vancouver Company at Princeton so to be constructed, including main, passing, side, standing and industrial tracks, right-of-way, buildings, station grounds and all appurtenant property, with additions thereto, and betterments thereof, is hereinafter referred to as the "Joint Section"; said joint section being designated on Exhibit "A" attached hereto, by red line.

Article Two.

Section 1. The Vancouver Company hereby grants to the Valley Company for and during the terms hereinafter mentioned the full, joint and equal possession and use of the joint section in common with the Vancouver Company and such other company or companies as the Vancouver Company shall at any time permit to use the same or any part thereof, subject to the conditions, limitations and restrictions in this agreement set forth. The line of railway and termini of said joint section are represented and shown on "Exhibit A", hereto attached. Under the above grant the Valley Company shall have the right to make connections between said joint section and its own main line and during the continuance of this contract to operate the same, and with its own employees and equipment, to do and transact over said joint section, subject to the limitations hereinafter set forth, all such business as is or hereafter may be conducted and carried on by a railway or common carrier, including the carrying of mail and express.

Section 2. The Valley Company shall have the right to string its telegraph and telephone lines upon the existing or future pole lines located upon and along the right-of-way of the joint section. The Valley Company shall also have the right at its own expense, to erect and thereafter maintain upon said right-of-way its own pole line, and string thereon its telegraph and telephone wires and connect such wires with its own or other telegraph or telephone lines.

Section 3. The Vancouver Company agrees that it will not before the termination of this agreement make or renew any agreement with any express company for carrying express matter upon or over said joint section which will in any wise interfere with the right of the Valley Company to carry express business or messengers upon or over the same; and that it will not interfere with the right of the Valley Company to enter into an agreement with any express company which the Valley Company may at any time or times select for the purpose of carrying express matter, business or messengers upon the trains of the Valley Company; provided, however, that nothing in this agreement shall be construed to prohibit the Vancouver Company from carrying express matter or messengers upon the trains of the Vancouver Company, nor to prohibit the Vancouver Company from entering into any agreement with any express company which the Vancouver Company may at any time or times select for the purpose of carrying express matter, business or messengers upon the trains of the Vancouver Company.

Section 4. The Vancouver Company shall have charge, supervision and control of the said joint section and the operation and maintenance thereof, shall pay all taxes (other than taxes on earnings) and assessments that shall be levied thereon, shall maintain and at all times keep the same in good condition and repair and suitable for the business of the Valley Company, and make all betterments, renewals and replacements thereof, and shall do all acts and things necessary and proper for the operation thereof, and will comply with all the regulations prescribed by law, or any public authority, with respect thereto for the safety of the public or otherwise, and will furnish water and other supplies incident to the maintenance and operation of the joint section. The Vancouver Company shall not be bound to furnish any fuel or other supplies, except water, for the trains or equipment of the Valley Company, nor for the special or exclusive use in any other manner of the Valley Company or the officers or employees thereof.

The Vancouver Company shall have the power to change, add to and better the joint section as it may consider advisable, including the right to provide such additional, main and other tracks as it shall deem necessary; Provided, that it shall not make any change, addition or betterment to the joint section which shall cost more than three thousand dollars ($3,000) without requesting and obtaining the written consent of the Valley Company to the making of such change, addition or betterment; Provided, further, that such changes, betterments, or repairs shall not per-

manently impair the usefulness of said joint section to the Valley Company.

Section 5. If the Valley Company shall at any time deem the construction of additional main track or tracks or other tracks, or additions, betterments or improvements necessary to the proper conduct of its business, or the Vancouver Company shall at any time deem the construction of additional main track or tracks, or other tracks or additions, improvements or betterments costing a sum in excess of three thousand dollars ($3,000) necessary to the proper conduct of its business, and the other party be unwilling that any such additional main, or other tracks, or additions, betterments or improvements be constructed, then the party desiring such construction shall have the right to submit the question of the reasonable necessity of such track or tracks, or other additions, betterments or improvements, to arbitration, as hereinafter provided; and the decision in such arbitration shall be binding and conclusive on both of the parties as to the necessity thereof.

Section 6. Either party may construct and maintain on the joint section for its own exclusive use, roundhouses, fuel houses, fuel stations and other facilities under reasonable conditions as to the connection with the joint section, provided that the construction and maintenance of the same do not impair the use of the joint section by the other party, but the cost of said structures and facilities when so erected on the joint section shall not be added to the cost thereof; provided, however, that if the Valley Company desires to use any such structure or facility erected by the Vancouver Company, it shall have the right so to do and from and after the commencement of such use by the Valley Company, the reasonable value thereof, which shall be the actual cost of the construction of such structure or facility, less a reasonable depreciation charge, shall be added to the cost of the joint section, on which rental is to be paid as hereinafter provided; and if the Vancouver Company desires to use any such structure or facility constructed by the Valley Company, it shall have the right to purchase such structure or facility on reasonable notice at a fair price, which price shall be the actual cost of the construction of the structure or facility, less a reasonable depreciation charge, and the price so paid shall be added to the cost of the joint section on which rental is to be paid as hereinafter provided; and both parties shall thereafter have the same right to the use of such structure or facility as to any other part of the joint section. Provided, that if the Valley Company desires to make use of any exclusive structure or facility erected by the Vancouver Company, or the Vancouver Company desires

to purchase and take over any exclusive structure or facility erected by the Valley Company, the right to do so shall be exercised within five years from the date of the erection or construction of such structure or facility.

Section 7. The Vancouver Company shall do the work of installing, operating, renewing and replacing any interlocking or other safety devices that may be required to be installed at the junctions of the joint section with the lines of the parties hereto, at any time by public authority, or which may be installed by agreement between the parties hereto; and the cost of installation shall be paid by the Vancouver Company and charged to capital account, and the cost and expense of maintenance and operation, which shall include the wages of towermen and of telegraph and telephone operators required on account of interlockers or other safety devices, shall be charged to operating expenses and apportioned as provided herein.

Section 8. Each of the companies shall have the right, subject to the provisions of the Railway Act, at any time during the continuance of this agreement, at its own expense, to connect any line of railway which it may hereafter construct or acquire (by stock ownership or otherwise) or which may be constructed or acquired (by stock ownership or otherwise), by any company or companies owned or controlled (by stock ownership or otherwise) by it, with the joint section at suitable and convenient points: Provided, however, that the Valley Company shall not have the right to connect any such line of railway as that described in this Section 8 with the joint section, if such line of railway shall be greater in length than six miles and shall substantially throughout its length run parallel to and within a distance of ten miles of an existing line of railway of the Vancouver Company, and it shall be feasible and practicable to use the whole or some portion of such line of the Vancouver Company to reach a point which the Valley Company desires to reach. But, provided further, that the foregoing limitation on the right of the Valley Company to connect any such line of railway belonging to it with the joint section shall be binding only upon the condition that the Vancouver Company shall upon request of the Valley Company, forthwith give to the Valley Company trackage and operating rights over any line of railway of the Vancouver Company, or portion thereof required or necessary to reach a point which the Valley Company desires to reach, and which would be paralleled within a distance of ten miles by a line of railway constructed to such point by the Valley Company, upon like terms and conditions as are herein agreed upon in respect of the possession and use of the joint section.

It is further understood and agreed between the parties that either party shall give the other the use of any branch line constructed by it, and connecting with the joint section, or any portion of such line, upon the same rentals, terms and conditions as are herein provided for the use of the joint section.

Section 9. Industry spurs may be constructed and maintained, when necessary, by either party hereto, and the cost thereof shall be paid by the Vancouver Company and added to capital account, as in the case of improvements, betterments and additions, as hereinafter provided, if both parties agree to the necessity of the construction and maintenance. If the Valley Company shall construct and maintain a spur, to the construction and maintenance of which the Vancouver Company objects, the cost and operation expense thereof shall be paid and borne by the Valley Company, and the Vancouver Company shall not have the right and shall not use such spur, but it may at any later date elect to use the spur and shall within thirty (30) days after such election pay to the Valley Company the cost thereof (including interest at four and one-half per cent per annum from the date of expenditure made to the date of such election) and such amount so paid shall be added to capital account, as in the case of improvements, betterments and additions, as hereinafter provided, and said industry spur shall thereupon become a part of the joint section.

If the Vancouver Company shall construct and maintain a spur, to the construction and maintenance of which the Valley Company shall object, the cost and operating expenses thereof shall be borne by the Vancouver Company, and the Valley Company shall not have the right to and shall not use the same, but it may at any later date elect to use the spur, and thereupon the cost of such spur (including interest at the rate of four and one-half per cent per annum from date of expenditure to date of such election) shall be added to the capital account, as in the case of improvements, betterments and additions, as hereinafter provided, and said industry spur shall thereupon become a part of the joint section.

Either of the parties hereto may establish industries upon the joint section upon reasonable conditions and rentals, but neither company shall have the right to include in any contract for the construction, or in any lease, of an industry spur for an industry located on property included within the joint section, any provision requiring the routing of the whole or any part of the traffic of such industry over its own line or giving any preference to it in traffic. Provided

that the prohibition herein contained against the making of exclusive traffic contracts shall not apply to any industry established, created or aided by either party and situate outside the limits of the joint section. And, provided further, that no industry spur shall be constructed by either party which creates a hazardous and unsafe operating condition, and if a dispute shall arise as to whether any industry spur desired to be constructed by either party would create such a condition, such dispute shall be submitted to arbitration, as hereinafter provided for.

Section 10. The Vancouver Company will maintain at all stations facilities adequate and suitable for the business of both parties hereto. If it shall fail so to do, the Valley Company may establish and maintain its station facilities under reasonable conditions as to connections with the joint section. The Vancouver Company shall, nevertheless, have the right to purchase, at a fair price, such facilities built on the joint section for the full joint and equal use and benefit of the parties using the joint section and the price paid therefor shall be added to capital account, as in the case of other improvements, betterments and additions. If the Vancouver Company and the Valley Company cannot agree on what is a fair price to be paid therefor, the determination thereof shall be submitted to arbitration, as hereinafter provided; and the decision in such arbitration shall be conclusive and binding on both parties.

ARTICLE THREE.

Section 1. The Valley Company covenants and agrees to pay to the Vancouver Company, during the existence of this agreement, as full compensation and rental for all the rights, interests, services, and privileges herein provided for, the amount of the following named sums monthly:

(*a*) A sum equal to one-twelfth (1-12) of two and one-half per cent (2½%) per annum upon the cost of said joint section, which cost shall be determined in accordance with the provisions hereinabove in Section 4 of Article One set forth, and shall be fixed within three (3) months after the beginning of operation upon and over the joint section, set forth and embodied in an agreement in writing executed by the proper officers of the parties, thereto duly authorized, and attached to this agreement and becoming, by this provision, a part of this agreement.

(*b*) A sum equal to one-twelfth (1-12) of two and one-half per cent (2½ %) per annum from the time when expenditure for each thereof shall be made upon the cost of all additions and permanent improvements and better-

ments which the Vancouver Company shall make to and on said joint section, additional main tracks included, and upon the cost of all such changes in its permanent way, and upon the cost of such abutments, bridges, spurs, works and appliances of every name and nature, as the Vancouver Company may deem necessary to make, construct or furnsih for the safe and convenient operation of said joint section, or as by law or ordinance properly applicable it may be required to make, construct, or furnish thereto or thereon; Provided, however, that the Valley Company shall not be required to pay upon or in respect of any changes, additions or betterments to the joint section costing more than three thousand dollars ($3,000), which have been made without its written consent having been given thereto, unless such change, addition, or betterment shall have been made pursuant to an award upon arbitration, as provided in Section 5 of Article Two hereof, or unless it shall have elected to use such change, addition, betterment or improvement, or unless such change or addition or betterment be required by law or ordinance applicable thereto.

(*c*) A *pro rata* proportion of the cost incurred in maintaining, operating, renewing and replacing the roadbed, tracks, switches, depots, interlocking apparatus, crossovers or crossings, water stations, bridges, culverts, cattle guards, fences, highways. streets, farm crossings, crossing signs and gates, signal posts, block signal systems, telegraph or telephone lines, and all other structures or appurtenances which may be required by law or which may, in the opinion of the Vancouver Company, be necessary for the safe and convenient operation of and pertaining to the operation of the joint section, the value of the rails and other material renewed or replaced to be credited, and like proportions of the cost of all insurance on structures thereon used by the Valley Company; of the cost of removing snow and ice from the roadbed; of all rates, taxes and assessments by the Government, municipal or otherwise (other than taxes upon earnings) charged against or payable upon or in respect of the joint section or any portion thereof, which shall have accrued during the term of use hereunder by the Valley Company; and of the entire salaries, wages and expense accounts of all employees engaged exclusively in the maintenance and operation of the joint section, and such fair part of the salaries, wages and expense accounts of all such employees as may be partially or occasionally engaged in maintenance and operation of the joint section, as may be agreed between the parties from time to time; each which proportion shall bear the same ratio to the total amount

expended for such purposes as the number of miles run each month by engines and cars of the Valley Company over said joint section shall bear to the total number of miles run over said joint section or any part thereof during the same month by the engines and cars of both parties; an engine and tender being counted as two cars. Provided, however, that the Valley Company shall not be charged on account of the maintenance, operation, renewal or replacement of any telegraph or telephone lines not used in its business in the operation of the joint section; but shall be charged with the entire expense of maintaining, renewing and replacing any telegraph and telephone wires it may string for its own use, and a proportionate part of the cost of any renewals or replacements of the poles and fixtures on which the said last mentioned wires may be strung. And provided further, that if the cost of such maintenance, renewal and replacement of the joint section during any fiscal year shall exceed the sum of twenty-five hundred dollars ($2,500.00) per mile for such year, such excess shall be divided equally between the then users of the joint section and an adjustemnt shall be made accordingly at the end of each fiscal year.

Section 2. The sums in paragraphs (*a*) and (*b*) of Section 1 agreed to be paid are based upon the joint use of the joint section by the parties hereto only, and if another railway company or other railway companies be admitted by the Vancouver Company to the use of such joint section, or any part thereof, the Valley Company shall be entitled to equal benefit with the Vancouver Company from the revenue derived from the admission of such other company or companies. It being understood that in the event of the admission of another company or other companies to the use of said joint section the Valley Company shall not be obligated to pay a greater proportion of five per cent. per annum upon the cost of said joint section and upon the costs in paragraph (*b*) of Section 1 hereinabove specified than one is to the entire number of parties using the joint section.

In determining whether or not a particular capital expenditure is or is not justified within this agreement, the total or contemplated use of the joint section or any part thereof, by all lines then using or about to use the same shall be taken into consideration, but the Valley Company shall not be required to pay upon any capital expenditures which would not have been necessary except for the admission of other users to the joint section, unless it shall make use of the additions, betterments or improvements, for which such capital expenditure is made.

In the event that any company or companies shall use a portion only of the joint section, the joint section shall during such use, for the purpose of accounting, be divided into sub-sections conforming to the use which may be made thereof.

Section 3. In the event of another company or companies being allowed the use of any portion of the joint section, separate accounts shall be kept in respect of all the various portions of the joint section used by some companies and not by others, and the *pro rata* proportion of operating expenses and the percentage on capital charges to be borne by each company using the joint section, or any part thereof, shall be based on the several portions so used by said several companies, the intention being that a company hereafter admitted using a portion of the joint section shall not be called upon to bear a part of the operating expenses or capital charges on portions thereof not used by such company.

Section 4. The Valley Company shall pay to the Vancouver Company, at its offices in St. Paul, all the compensation and charges of every name and nature which in and by this agreement the Valley Company is required to pay, in monthly instalments, on the first day of each month for the preceding month in respect of payments required under paragraph (*a*) of Section 1 of this Article and within thirty (30) days after the rendition of proper bills therefor in respect of all other compensation and charges required to be paid hereunder. Bills shall be rendered monthly by the Vancouver Company as soon as may be after the last day of each month, for which such compensation and charges shall have accrued, and shall contain a detailed statement of the amount due on account of expenses incurred and services rendered during such month, and the Vancouver Company shall from time to time render necessary car mile statements to enable the amounts payable as aforesaid to be determined. Said statements shall be subject to verification and correction by the Valley Company. The books, records, vouchers, accounts and papers of the Vancouver Company touching or material to the cost of construction, improvements, betterments or additions to the joint section, or touching or material to the operating expenses shall at all times be freely open to the examination of the Valley Company. The payment of bills rendered shall not be delayed for errors which are not serious and important, but bills shall be paid as rendered, notwithstanding any error of ordinary character likely to occur in railway accounts, subject to correction and adjustment of all such errors in subsequent bills. Bills not paid within thirty (30) days of the date when due shall bear interest at the rate of six per cent per annum until paid.

Section 5. The Vancouver Company shall keep all the station buildings and other insurable property at any time a part of the joint section at all times reasonably insured. In the event of any loss or damage to any of said station buildings or property, the insurance money recovered in respect thereof shall be applicable towards the rebuilding, replacement and repair of the damaged or destroyed property. In the event that at the time of or prior to the damage or destruction of any such building or property, it shall be unnecessary for the use of said joint section, and it shall not be desirable to rebuild, replace or repair the same, any insurance money collected in respect of such loss or damage shall be retained by the Vancouver Company, but shall be credited to the cost of any additions or betterments to the joint section on account of which the Valley Company's rental may have been increased, as herein provided, and such rental shall be decreased accordingly.

Section 6. In the event of the sale of any property now or hereafter forming a portion of the joint section, or being appurtenant thereto, the proceeds of such sale shall be retained by the Vancouver Company, but shall be credited to capital account and the rental reduced accordingly. Any revenue derived from rental of any portion or portions of the joint section or for the use of the joint section or any portion thereof other than for purposes of transportation, shall be retained by the Vancouver Company, but for the purpose of this contract shall be deducted from the total of the operating expenses of the joint section for the month during which the same was received before the apportionment of such expenses under the terms of this contract.

Section 7. If the Valley Company should fail to make any payment when due, which it is obliged by this contract to make, or fail in any other respect to perform the obligations on its part to be performed under this agreement, and such default shall continue for six months after notice in writing shall have been given by the Vancouver Company to the Valley Company of an intention to terminate the contract, the Vancouver Company may at its election declare this agreement terminated and may exclude the Valley Company from all use of the joint section. Provided that failure to make any payment which is the subject of arbitration or litigation between the parties shall not, pending such arbitration or litigation be deemed cause of forfeiture hereunder.

Article Four.

Section 1. The Vancouver Company shall make reasonable rules and regulations, such as are from time to time

customary among railroads, for the operation of the joint section.

All rules, regulations and train schedules shall be equal, just and fair as between the parties hereto and shall not unjustly discriminate against either. The Valley Company shall have in every respect the same right and privilege in the transaction of its business that the Vancouver Company has as to its business.

All trains, engines and cars shall move over said joint section under and in accordance with the orders of the Managers, Superintendents, dispatchers and other officers of the Vancouver Company having authority in that behalf in matters relating to the movement of trains, or in any other way affecting the safe and proper working of the joint section; and all conductors, enginemen, trainmen and other employees of the Valley Company connected with its trains, engines and cars, shall while upon the joint section be subject to the rules and regulations of the Vancouver Company and the orders of its said officers in respect of such movement. The parties hereto shall have and enjoy in all respects equal rights to the use of the joint section, and the trains of the Valley Company shall in every respect be given by the officers, agents and employees in charge or control of or engaged upon the joint section equality of right, privilege and advantage with trains of a similar class of the Vancouver Company thereon; and shall equally have preference over trains of an inferior class belonging to either of the parties. All passenger trains shall be given preference over other trains and through trains shall be given preference over local trains. The main tracks of the joint section shall so far as practicable be at all times kept unobstructed for the use of both parties hereto.

Section 2. Joint schedules for the movement of engines, trains and cars over and upon the joint section shall be made from time to time by joint action of the proper officers of both parties hereto; said schedules shall as nearly as may be practicable afford an equality of right, privilege and advantage to trains of the same class operated by each party hereto and to trains of a superior class operated by either party preference over trains of an inferior class operated by the other party. In the event of any dispute, or inability on the part of such officers to arrange and agree upon said schedule, or to arrange for or agree as to the speed of any trains in their movement over said joint section shall, if an agreement cannot otherwise be reached, be referred to and settled by arbitration in the manner hereinafter provided.

Section 3. The Vancouver Company shall be bound to use only reasonable and customary care, skill and diligence

in maintaining and repairing the roadway, tracks, structures and appliances of and pertaining to the joint section. The Valley Company shall not by reason of any defect in the roadway, track, structures or appliances of the joint section, or by reason of the failure or neglect of the Vancouver Company to repair any such defect or by reason of the failure or neglect of any joint employee, as herein defined, to repair such defect, have or make against the Vancouver Company any claim or demand for any loss, damage, or injury whatsoever arising from such defect, neglect or failure; but in the event the Vancouver Company should fail to repair any defect within a reasonable time after the Valley Company shall have notified it, specifying the defect and requesting that it be repaired, then the Valley Company shall have the right to submit the question of the necessity of such repairs to the Board of Railway Commissioners for Canada, or its successors in jurisdiction and authority, and in case such Board or successors shall order the repairs to be made and the Vancouver Company shall still neglect or refuse to make the same, the Valley Company shall have the right to make the necessary repairs at once, and the Vancouver Company shall and will pay to the Valley Company the cost thereof, but shall include and apportion the amount thereof in operating expenses, as provided by Article Three of this agreement.

The Valley Company shall at all times require its officers and employees to give prompt notice to the Vancouver Company of any defect in the tracks, structures or appliances of the joint section which may come to the notice of such officers and employees, but in no case shall the Valley Company be liable in damages to the Vancouver Company, or to any person using the joint section for the failure of such officers or employees to give such notice.

Section 4. In the event any engines, trains or cars of the Valley Company shall be wrecked while being run and operated over and upon the joint section, the wreck shall be picked up at once and removed by the Vancouver Company, and the Valley Company, except as herein otherwise provided, shall pay to the Vancouver Company the whole cost and expense of such service.

Section 5. The Vancouver Company shall operate said joint section and shall employ all persons, except train crews and engine crews, for the Valley Company, necessary to carry on the business of both parties in connection with said joint section. The Vancouver Company shall require all of said employees to be neutral in the performance of their duties to both parties hereto, and to do the business of the Valley Company without discrimination. Such

agents and employees shall not solicit business or recommend the routing thereof, but in all respects shall act with entire impartiality to the railways using the joint section. The Vancouver Company shall pay on its own rolls the total salaries of all such employees. When any of such employees are required to work overtime the expense of such overtime shall be assumed by the party hereto at whose instance and on whose behalf the work was performed. Upon the request in writing of the Valley Company, for good cause proven, the Vancouver Company will transfer any of said employees that are unsatisfactory to the Valley Company. It is expressly understood and agreed that this section is not intended to cover, and does not cover, employees engaged exclusively in the train service of either of the parties hereto, but any employee engaged in the service of either party upon or about trains, coal bunkers, or roundhouses shall be withdrawn from service on the joint section on the request in writing of the other party giving reasonable grounds for such withdrawal.

Section 6. All employees or agents collecting or receiving money, in so far as the custody of any moneys or revenues or effects is concerned, shall be deemed the sole and separate employees of the party for which they handle and receive the same and shall report and remit directly to it. Such party may bond them or require them to furnish bonds, and neither party hereto shall be liable to the other party hereto on account of the handling of money, revenue or effects by any of such employees, or on account of the embezzlement, theft or loss of such money, revenues or effects in any manner whatsoever.

Section 7. Except trainmen and enginemen, all employees of the Vancouver Company engaged in maintaining, repairing or operating the joint section, or in dispatching, giving orders for or directing the movement of trains, cars or engines thereon, or in the performance of any other service for the common benefit of each of the parties using the joint section, shall as between the parties hereto, for the purposes of this agreement, be deemed while engaged in such work as joint employees of both parties hereto. Enginemen and trainmen of any work train engaged in maintaining and repairing said joint section shall likewise be deemed joint employees, but if any persons are engaged partly in the maintenance or operation of the joint section and partly in service not connected therewith, then and in such cases they shall be considered as joint employees only to the extent of their employment for the joint use and benefit of the parties hereto in connection with the joint section.

Section 8. Each party hereto assumes all risk of loss, damage or injury which shall in any manner occur upon the joint section, or any part thereof, either to property of such party, or to property in its custody, or to its passengers, or to its employees or to third persons, or which the property covered by this agreement, or which the property of third persons shall suffer by reason of the movement of any engine, car or train of such party in all respects as if the said party had been in exclusive use and control of such joint section or part thereof, excepting only such loss, damage or injury as shall be caused by the sole negligence of the sole employees of the other party; and, excepting only as aforesaid, each party agrees to save the other harmless from such loss, damage or injury and from all liability and claim therefor and from all consequent costs and expenses. Each party agrees to save the other party hereto harmless from loss, damage or injury caused by negligence of its own employees and from all liability and claim therefor, and from all consequent costs and expenses.

The parties hereto expressly covenant and agree that in case of a collision between their respective engines, cars or trains on said joint section, or of other train accident caused by the negligence of enginemen or trainmen or of other sole employees, the party whose employees are alone at fault shall be solely responsible for and shall settle and pay for the entire loss and damage caused thereby, and shall so save the other party harmless therefrom; and in case any such collision or other such accident is caused by the fault of employees of both parties or by the fault of any joint employee or employees, or in case the cause of collision or other such accident is so concealed that it cannot be determined whose employee or employees were at fault, each party shall bear and pay all the loss, damage and injury which its own property or property in its custody, or its passengers or its employees, may have suffered in consequence thereof, and an equal share of all damage to property jointly used.

In the event that such loss, damage or injury shall be occasioned by the negligence of the joint employees not covered by some other provision of this agreement or shall be occasioned by the operation of engines, cars or trains in such way that it cannot be determined whose engines, cars or trains caused such injury, loss or damage, then all such loss, damage or injury to persons or property shall be charged to operating expenses and apportioned in accordance with the provisions of Article III of this agreement.

Each party hereto covenants and agrees that it will forever indemnify and save harmless the other party hereto, its successors and assigns from and against all claims, liabilities, or judgments by reason of any damage, the risk of which is herein assumed by such party, also from and against all claims, liabilities or judgments, on account of any death, injury or damage to persons or property, the liability for which is herein assumed by such party. And such party agrees to pay, satisfy and discharge all costs, charges and expenses that may be incurred in any judgment that may be rendered by reason thereof.

Section 9. All claims or suits growing out of injury to or death of joint employees, or the loss of property of joint employees on said joint section shall be settled and paid in the first instance by the Vancouver Company. If the sole employees of the Vancouver Company are solely responsible for such injury, death or loss, no claim shall be made therefor against the Valley Company. If the sole employees of the Valley Company are solely responsible for such injury, death or loss the Vancouver Company will make bill upon the Valley Company for the full amount paid in settlement of such suits, and the Valley Company shall pay to the Vancouver Company the amount of such bill or bills within thirty (30) days after the receipt thereof. If such injury, death or loss is caused by the contributing negligence of the sole employees of both parties hereto, or by the sole negligence of joint employees, or by the negligence of joint employees combined with the negligence of the sole employees of either of the parties hereto, or in case the cause of the injury, death or loss cannot be determined, the Vancouver Company will include the amount paid in settlement of such suits or claims in the operating expenses and the same shall be apportioned and borne by the parties hereto in accordance with the provisions of Article III. When in settling any claim it appears likely that the amount of the same will be ultimately charged to the Valley Company, the Vancouver Company shall before making any settlement give the Valley Company a reasonable opportunity to settle the same and such claim shall not be paid without the consent of the Valley Company.

Section 10. Neither party shall, under any circumstances have any cause of action against the other for loss or damage of any kind caused by or resulting from interruption or delay to its business.

Section 11. In case a suit or suits be commenced by any person or persons, corporation or corporations, against either party hereto, for or on account of any loss, damage or injury for which the other party is liable under the provi-

sions of this agreement, or for which, in the opinion of the company sued, the other shall be ultimately liable, the party so sued shall give to the other party reasonable notice in writing of the pendency of such suit, and thereupon the other party shall assume the defence of such suit, and shall save and hold the party so sued harmless from all loss and costs by reason thereof. Neither party shall be concluded by any judgment against the other party unless it have reasonable notice that it will be required to defend and have reasonable opportunity to make such defence. When such notice and opportunity have been given, the party notified shall be concluded by the judgment as to all matters that could have been litigated in such suit.

Section 12. The parties will settle, as between themselves any claim for loss or damage, according to the terms of this agreement, notwithstanding any judgment or decree of any court or other tribunal in a proceeding brought by third parties.

Section 13. The Vancouver Company shall, in the event that it admits other tenants to the use of the joint section, or any part thereof, on the terms and conditions permitted by this agreement, insert or cause to be inserted in any agreement admitting such other tenant or tenants and made binding upon such other tenant or tenants, the provisions of this Article Four respecting joint employees and respecting liability for loss, damage, and injury for the benefit of the Valley Company when similar circumstances arise between the Valley Company and such other tenant or tenants. And such agreement with such other tenant or tenants shall be construed as if it were signed by all the railway companies at one time in the joint use of such joint section, or any part thereof.

Article Five.

Section 1. If at any time any question (other than those hereinbefore provided to be submitted to the Chief Engineer of the Board of Railway Commissioners for Canada) shall arise touching the construction of this contract or concerning any of the rights, obligations or covenants of either party, upon which question the parties cannot agree, such question shall be submitted for determination to the Board of Railway Commissioners for Canada, or its successors in jurisdiction, power and authority, and its decision thereon shall be binding, final and conclusive upon the parties hereto. In case for any reason such Board of Railway Commissioners for Canada, or its successors in jurisdiction, power and authority, shall decline to or shall not take jurisdiction to settle such controversy, then the same shall be submitted

to the arbitrament of three disinterested persons familiar with such business and experienced in railway management, as follows, that is to say:—

(a) The party demanding such arbitration shall give to the other party notice of such demand, stating specifically the question to be submitted for decision, and nominating a person who has the required qualifications to act as one arbitrator. If at the expiration of fifteen (15) days from the receipt of such notice the party receiving it has not notified the party demanding arbitration of its nomination of a second arbitrator having like qualifications, the party requiring such arbitration may apply, on fifteen (15) clear days' notice to the other party, to a judge of any Superior Court of general jurisdiction and being a court of record of the province of British Columbia, for the appointment of a second arbitrator; and in the event of the party to whom notice of arbitration is given not having appointed such second arbitrator before the application shall come on for hearing before such judge, such second arbitrator shall be appointed by such judge and shall thereupon be deemed an arbitrator within this clause as if appointed by the party to whom such notice was given. The two arbitrators so appointed, as aforesaid, shall select a third, and the three arbitrators so appointed shall constitute a board of arbitration. In the event of the two arbitrators being unable to agree on such third arbitrator, either party may upon five (5) clear days' notice to the other apply to a judge, as aforesaid, for the appointment of such third arbitrator, and said judge shall, upon such application, appoint such third arbitrator, and when so appointed such three arbitrators shall constitute the board as aforesaid. The third arbitrator shall have the power to fix the time and place when and at which the arbitration shall be proceeded with, but in so doing shall give due consideration to the convenience of the parties and their witnesses.

(b) Upon such board of arbitration being completed, it shall proceed with due diligence to inquire into the question at issue as disclosed in said notice, and may take such evidence as it may deem reasonable, or either party may submit without, if the board or a majority thereof deem it advisable requiring witnesses to be sworn and may hear argument of counsel or others, as in its opinion be desirable, and after all the parties interested have been heard shall proceed to make its award in the premises, which award shall be in writing, and which when signed by two or more arbitrators shall be final, binding and conclusive upon the parties hereto in respect to all matters so decided.

(c) Immediately after any award each party shall make such changes in the conduct of its business or such payments or restitution, as the case may be, as are in and by such award required of it to be made.

(d). The books and papers of both parties, so far as they relate to any matter submitted for arbitration, shall be open to the examination of the arbitrators.

(e) Each party to the arbitration shall pay an equal proportion of the fees and expenses of the arbitraton and all the fees and expenses of its own witnesses and counsel, and until the arbitrators shall make their award upon any questions submitted to them the obligations and covenants under the terms of this agreement shall be continued to be performed in the manner and form existing prior to the arising of such question.

(f) If either party shall refuse to keep and perform any award, the other party may enforce the same by apt proceedings in any court of law or equity.

Section 2. In order to assure settlements which will bind all the companies at any time using the joint section in case other companies shall hereafter be admitted to the use of said joint section, or any portion thereof, the Vancouver Company will cause to be inserted in every contract admitting any other railway company, clauses of arbitration similiar to those in this article contained, and such arbitration clauses shall be construed as if signed by all the railway companies using the property.

If any question shall arise which affects the use of the property by more than two railway companies using the property, and it shall be necessary to submit to the arbitrament of a board other than the Board of Railway Commissioners for Canada, the notice of a demand for arbitration shall be given to each company interested, and each shall have the right and be obligated to name an arbitrator having the qualifications hereinbefore stated, or in the event of its failure so to do such arbitrator shall be selected upon the notice hereinbefore provided for by the judge aforesaid. The arbitrators so chosen, if an even number, shall select one, if an odd number, two, arbitrators, having the qualifications hereinbefore stated to complete the board. In case of their failure to agree upon such additional arbitrators, they shall be appointed by the judge aforesaid upon like notice, and in like manner, as hereinbefore provided. Such board shall proceed in the same manner as hereinbefore provided for arbitration where only two companies are interested, and its award or the award of a majority of the board shall be final, conclusive and binding upon the parties interested in such arbitration.

ARTICLE SIX.

Section 1. Subject to the limitations and restrictions herein contained, this agreement shall attach to and run with the railways of the respective parties during the term hereof, and shall be binding upon and enure to the benefit of any railway company hereafter owning or operating either of such railways, and the rights of the Valley Company acquired hereunder shall be deemed appurtenant to and running with its railway.

Section 2. The trains and engines of the Great Northern Railway Company and of any company owned or controlled (through stock ownership or otherwise) by it or operated as part of the Great Northern Railway System and of any company or companies so owned or controlled or operated by the Vancouver Company shall be considered the trains, engines and cars of the Vancouver Company, and the Vancouver Company shall have the right to operate the same in its own name, and they shall be entitled to be operated by and in the name of either the Vancouver Company or Great Northern Railway Company over the joint section under the terms of this agreement. The trains and engines of the Canadian Pacific Railway Company and of any company owned or controlled (through stock ownership or otherwise) by it or operated by it as part of the Canadian Pacific System and of any company or companies so owned or controlled by the Valley Company shall be considered the trains, engines and cars of the Valley Company and the Valley Company shall have the right to operate the same in its own name, and they shall be entitled to be operated by and in the name of either the Valley Company or Canadian Pacific Railway Company over the joint section under the terms of this agreement.

Section 3. The Valley Company shall not, except as a part of the sale, transfer or assignment of its railway in its entirety, assign or transfer any rights or interest under this agreement or give or assume to give to any other company or person any rights or interest in, upon or in respect of the joint section or any part thereof, nor shall the Valley Company, except to the extent in Section 2 of Article 6 provided, undertake to operate the traffic of any other company over the said joint section under the cover of this agreement and any assignment or transfer or any instrument contrary to this clause shall be void and of no effect, it being expressly understood that the operating rights given to the Canadian Pacific Railway Company, as defined in Section 2 of Article 6 hereof, shall embrace and be confined and limited to railway companies now or hereafter forming a part of the Canadian Pacific Railway System by what-

ever name the said system shall be known, provided, however, that the Valley Company shall have the right to assign or transfer its rights under this agreement as a part of the sale, transfer or assignment of its railway in its entirety.

Section 4. The Vancouver Company may admit another company or companies to the use of the joint section, but such admission shall not be made on more favourable terms than those herein granted to the Valley Company, and the Valley Company shall be entitled to and shall have equal benefit with the Vancouver Company of all revenue derived from the admission of such other company or companies. The Vancouver Company shall cause such other company or companies which it may admit to enter into and execute an agreement for the use of the joint section or such portion thereof as such company or companies may use, similar in terms and conditions to this agreement, and such agreement, when so signed by such other railway company or companies shall be construed as if it were signed by all of the railway companies at any one time in the joint use of the joint section or any part thereof.

Section 5. Nothing herein contained shall be taken as creating or increasing any right in any third person to recover by means of damages or otherwise against either of the parties hereto.

Section 6. This agreement shall become effective upon its execution, and the rentals payable hereunder shall commence on the first day of January, 1915, provided such joint section shall be completed and ready for operation on that date. If not so completed, the rentals and payments hereunder shall commence when the same is fully completed and ready for operation.

Section 7. In case the Board of Railway Commissioners for Canada, or any other lawful authority, shall make any order in respect of the joint section upon the parties hereto, or either of them, each of the parties hereto will co-operate with the other in the carrying out of such order, and each will so arrange its operation and business as to enable the other to comply with the terms of the order made.

Section 8. This agreement shall, subject to sooner determination thereof, as herein provided, continue in force for a period of twenty (20) years from the date hereof; provided, however, that the parties hereto will join in an application to the Parliament of Canada for the necessary legislation confirming and ratifying the same and making it effective during the period of nine hundred and ninety-nine years (999) from the date hereof, and when so ratified

and confirmed this agreement shall be and continue in force for the said term of nine hundred and ninety-nine years from the date hereof. Each party hereto consents that such legislation shall be enacted, and agrees to take all necessary steps in obtaining the same, and each party shall pay one-half the expense in connection with such legislation.

Section 9. If at any time, in the opinion of the Chief Engineer of the Valley Company, the Vancouver Company is not proceeding with due diligence in the construction of the whole of the joint section, the Board of Railway Commissioners for Canada may, on the application of the Valley Company, make an order directing the Vancouver Company to take all such steps as in the opinion of the Board may be necessary to insure due completion of the said joint section by the thirty-first day of December, 1914.

Section 10. If for any reason any covenant or agreement hereinbefore contained, not material to the right of the Valley Company to use the joint section, or any portion thereof, shall be adjudged void, such adjudication shall not affect the validity, application or performance of any other covenant or agreement which is in itself valid. No controversy as to the construction or validity of any covenant or agreement shall delay the performance of any other covenant or agreement. In the event of the failure in law of any covenant or agreement herein contained, such steps shall be taken or such other agreement or agreements shall be made as shall be advised by counsel to carry into effect the purposes and intents herein expressed.

Section 11. This agreement shall be binding upon and enure to the benefit of the successors and assigns of the parties hereto, but this provision is not to be construed as in any way extending the right of assignment granted to the Valley Company under Section 3 of Article 6 hereof.

In witness whereof the said Vancouver, Victoria and Eastern Railway and Navigation Company and the said The Kettle Valley Railway Company have caused this instrument to be executed by their proper officers and their corporate seals to be hereunto affixed and attested the day and year first hereinabove written.

In the presence of:

VANCOUVER, VICTORIA AND EASTERN RAILWAY AND NAVIGATION COMPANY.

By Ralph Budd,
President.

[L.S.]

Attest L. E. Katzenbach,
Assistant Secretary.

THE KETTLE VALLEY RAILWAY COMPANY.

By James J. Warren,
President.

[L.S.]

Attest H. C. Oswald,
Assistant Secretary.

The Great Northern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Minnesota, for and in consideration of the covenants and agreements made in the foregoing contract by The Kettle Valley Railway Company, and for other valuable considerations to it moving, the receipt whereof is hereby acknowledged, does hereby guarantee to the said The Kettle Valley Railway Company, the performance by the Vancouver, Victoria and Eastern Railway and Navigation Company of the foregoing contract and of each and every of the conditions, covenants and agreements therein contained on the part of the said Vancouver, Victoria and Eastern Railway and Navigation Company.

In witness whereof the said Great Northern Railway Company has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed and attested this 20th day of May, 1915.

In the presence of:

GREAT NORTHERN RAILWAY COMPANY.

By Louis W. Hill.
President.

[L.S.]

Attest L. E. Katzenbach,
Secretary.

The Canadian Pacific Railway Company, a corporation organized and existing by virtue of the laws of the Dominion of Canada, for and in consideration of one dollar ($1) to it in hand paid and for and in consideration of the covenants and agreements made in the foregoing contract by the Vancouver, Victoria and Eastern Railway and Navigation Company and for other valuable considerations to it moving, the receipt whereof is hereby acknowledged, does hereby guarantee to the said Vancouver, Victoria and Eastern Railway and Navigation Company, the performance by The Kettle Valley Railway Company of the foregoing contract and of each and every of the conditions, covenants and agreements therein contained on the part of the said The Kettle Valley Railway Company.

In witness whereof, the said Canadian Pacific Railway Company has caused this Instrument to be executed by its proper officers and its corporate seal to be hereunto affixed and attested this 12th day of May, 1915.

In the presence of:

CANADIAN PACIFIC RAILWAY COMPANY

By T. G. Shaughnessy,
President.

[L.S.]

Attest H. C. Oswald,
Assistant Secretary.

28.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 28.

An Act respecting The Kettle Valley Railway Company and Vancouver, Victoria and Eastern Railway and Navigation Company.

First reading, February 10, 1916.

(PRIVATE BILL.)

MR. Green.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 28.

An Act respecting The Kettle Valley Railway Company and Vancouver, Victoria and Eastern Railway and Navigation Company.

(Reprinted as proposed to be amended in Committee of the Whole.)

WHEREAS The Kettle Valley Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1904, c. 89; 1906, c. 117; 1912, c. 110; 1914, c. 92.

1. The Kettle Valley Railway Company, hereinafter called "the Company," may, within two years after the passing of this Act, commence to construct the following lines of railway, namely:— Extension of time for construction.

(*a*) The line of railway authorized by paragraphs (*a*) and (*b*) of section two of chapter eighty-nine of the statutes of 1904, namely:—

(i) From a point fifty miles up the north fork of the Kettle River, thence northerly by the most feasible route to Fire Valley, thence northwesterly following the general course of Fire Valley to Vernon, thence westerly to a junction with the line of railway of the Nicola, Kamloops and Similkameen Coal and Railway Company at or near Quilchena;

(ii) From a point on the line so to be constructed at or near the junction of the east fork and west fork of the north fork of Kettle River in a generally northeasterly direction to Franklin Camp, thence to Killarney by the most feasible route;

(*b*) The line of railway authorized by paragraph (*b*) of section two of chapter one hundred and seventeen of the statutes of 1906, namely:—

(iii) From a point on the line so to be constructed at or near Hedley northerly along Twenty-Mile Creek for a distance of about twenty miles;

(c) The line of railway authorized by section one of chapter ninety-two of the statutes of 1914, namely:—

(iv) From a point at or near the Otter Summit by the most feasible route to the Aspen Grove mineral district, in the province of British Columbia, not exceeding thirty miles;

And may, within five years after the passing of this Act, complete any of the said lines of railway; and if, within the said periods respectively, any such line is not so commenced or is not so completed and put in operation, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of that line of railway as then remains uncompleted.

Ratification of agreement of July 10, 1914, between Companies.

2. The agreement made between Vancouver, Victoria and Eastern Railway and Navigation Company and the Kettle Valley Railway Company dated the tenth day of July, one thousand nine hundred and fourteen, a copy of which forms the schedule to this Act, is hereby ratified and confirmed and declared to be valid and binding on the parties thereto in all respects whatsoever as fully and completely as if the said agreement and each and every clause thereof were set out at length and enacted in this Act, and the parties to the said agreement and each of them is hereby authorized and empowered to do whatever may be necessary to give full effect to the provisions of the said agreement.

Power of Railway Board.

Application of Railway Act.

3. Nothing in this Act contained shall be deemed in any way to impair or restrict the powers of the Board of Railway Commissioners for Canada, and all the provisions of the *Railway Act* now applying to the said companies and their respective railways and undertakings and not inconsistent with the provisions of this Act shall continue to apply to the same.

SCHEDULE.

This Agreement made and entered into this tenth day of July, One thousand nine hundred and fourteen by and between Vancouver, Victoria and Eastern Railway and Navigation Company, a corporation organized and existing under and by virtue of the laws of the Dominion of Canada, hereinafter called "the Vancouver Company" party of the first part; and The Kettle Valley Railway Company, a corporation organized and existing under and by virtue of the laws of the Dominion of Canada, hereinafter called "the Valley Company" party of the second part.

Whereas an Agreement was entered into on the 20th day of November, 1913, between the Valley Company and the Vancouver Company, Section 7 of Article 6 of which reads as follows:—

"The Valley Company is hereby given the right to take trackage rights over the line of railway to be built by the Vancouver Company between a point opposite the headblock of the Valley Company's West Switch at Princeton marked "E" on Exhibit A, hereto attached and a point opposite the headblock of the West Switch at Otter Summit, marked "A" on said Exhibit A, upon like terms and conditions as herein granted to the Vancouver Company in respect of the use of the joint section. And the Vancouver Company agrees to give to the Valley Company the right to such use upon such terms and conditions as herein granted to the Vancouver Company in respect of the use of the joint section, provided that the Valley Company shall exercise such option on or before July 15th, 1916. The Vancouver Company undertakes and agrees that the said line from Princeton to Otter Summit shall be completed and open for traffic on or before the first day of January, 1915, or as soon thereafter as the same can with due diligence be completed."

And Whereas the Valley Company is desirous of exercising and hereby declares that it exercises the option referred to in said Section 7 of Article 6 of the Agreement of 20th November, 1913.

Now Therefore, in consideration of the mutual and interdependent covenants and agreements by each of the parties hereto to be kept and performed, this Agreement witnesseth:

Article One.

Section 1. The Vancouver Company agrees that it will proceed forthwith and will construct, directly or by way of contract, complete and have ready and open for operation on or before the 31st day of December, 1914, or as soon thereafter as the same can with due diligence be completed, a line of single track railway from a point opposite the headblock of the east switch at Princeton (marked "A" on Exhibit "A," signed by the Chief Engineers of the parties attached hereto and hereby made a part hereof) to a point opposite the headblock of the west switch at Otter Summit (marked "B" on said Exhibit "A") upon a location with

a maximum gradient of 1.2 per cent, compensated for curvature at 0.04 of a foot per degree of curve and maximum curvature not greater than 12 degrees. Said location, grade and curvature are shown upon maps and profiles prepared by the Chief Engineer of the Vancouver Company, and deposited and approved by the Board of Railway Commissioners for Canada.

Section 2. The supervision of the work of construction of said line of railway shall be under the direction of the Chief Engineer of the Vancouver Company, and the preparation of estimates of work done shall be made by him, but the Chief Engineer of the Valley Company may check said estimates, or cause the same to be checked, under his direction. In the event of any disagreement between said Chief Engineers as to the correctness of any estimate, the questions in dispute shall be submitted to the Chief Engineer of the Board of Railway Commissioners for Canada, and his decision in reference thereto shall be binding and conclusive upon the parties.

Section 3. The Vancouver Company shall pay to the Valley Company all the engineering cost and expense incurred by said Valley Company in making surveys for its line of railway paralleling the joint section as hereinafter described with interest at five per cent per annum on the respective items thereof, from the time the same were paid by the Valley Company to the date of settlement by the Vancouver Company, which engineering cost and expense shall include wages, salaries and expense accounts of the engineers and their assistants during the survey of the line, the wages, salaries and expense accounts of engineers and their assistants, and the cost of superintendence in any surveys subsequent to the preliminary survey and prior to the making of this agreement. It is agreed that the total of such cost and expense incurred prior to the making of this agreement shall be paid by the Vancouver Company to the Valley Company on or before the 31st day of December, 1914, or on the completion of the joint section whichever be the later date, with interest at the rate of five per cent (5%) per annum on the respective items included in said sum from the date the same were paid by the Valley Company until date of payment by the Vancouver Company.

Section 4. The cost of said line of railway from Otter Summit to Princeton, which is to be taken as a basis of compensation for the use thereof by the Valley Company, as hereinafter provided, shall include only the following:—

(*a*) The cost of right-of-way and station grounds.

(*b*) The cost of construction, which shall include the cost to the Vancouver Company of labour, materials, work,

train service and all other like items incurred in the actual construction of its line of railway.

(*c*) The cost of transportation.

(*d*) The amount paid by the Vancouver Company to the Valley Company for engineering expenses, as provided in Section 3 of this article, and its own engineering expenses on said line preliminary to and during the construction.

(*e*) Interest at the rate of five per cent per annum on any payments made by the Vancouver Company on any of the aforesaid items in paragraphs *a*, *b*, *c* and *d* described from the time said payments were made to December 31st, 1914.

Section 5. Said line of railway between the headblock of the west switch at Otter Summit and a point near headblock of the east switch of the Vancouver Company at Princeton so to be constructed, including main, passing, side, standing and industrial tracks, right-of-way, buildings, station grounds and all appurtenant property, with additions thereto, and betterments thereof, is hereinafter referred to as the "Joint Section"; said joint section being designated on Exhibit "A" attached hereto, by red line.

Article Two.

Section 1. The Vancouver Company hereby grants to the Valley Company for and during the terms hereinafter mentioned the full, joint and equal possession and use of the joint section in common with the Vancouver Company and such other company or companies as the Vancouver Company shall at any time permit to use the same or any part thereof, subject to the conditions, limitations and restrictions in this agreement set forth. The line of railway and termini of said joint section are represented and shown on "Exhibit A", hereto attached. Under the above grant the Valley Company shall have the right to make connections between said joint section and its own main line and during the continuance of this contract to operate the same, and with its own employees and equipment, to do and transact over said joint section, subject to the limitations hereinafter set forth, all such business as is or hereafter may be conducted and carried on by a railway or common carrier, including the carrying of mail and express.

Section 2. The Valley Company shall have the right to string its telegraph and telephone lines upon the existing or future pole lines located upon and along the right-of-way of the joint section. The Valley Company shall also have the right at its own expense, to erect and thereafter maintain upon said right-of-way its own pole line, and string thereon its telegraph and telephone wires and connect such wires with its own or other telegraph or telephone lines.

Section 3. The Vancouver Company agrees that it will not before the termination of this agreement make or renew any agreement with any express company for carrying express matter upon or over said joint section which will in any wise interfere with the right of the Valley Company to carry express business or messengers upon or over the same; and that it will not interfere with the right of the Valley Company to enter into an agreement with any express company which the Valley Company may at any time or times select for the purpose of carrying express matter, business or messengers upon the trains of the Valley Company; provided, however, that nothing in this agreement shall be construed to prohibit the Vancouver Company from carrying express matter or messengers upon the trains of the Vancouver Company, nor to prohibit the Vancouver Company from entering into any agreement with any express company which the Vancouver Company may at any time or times select for the purpose of carrying express matter, business or messengers upon the trains of the Vancouver Company.

Section 4. The Vancouver Company shall have charge, supervision and control of the said joint section and the operation and maintenance thereof, shall pay all taxes (other than taxes on earnings) and assessments that shall be levied thereon, shall maintain and at all times keep the same in good condition and repair and suitable for the business of the Valley Company, and make all betterments, renewals and replacements thereof, and shall do all acts and things necessary and proper for the operation thereof, and will comply with all the regulations prescribed by law, or any public authority, with respect thereto for the safety of the public or otherwise, and will furnish water and other supplies incident to the maintenance and operation of the joint section. The Vancouver Company shall not be bound to furnish any fuel or other supplies, except water, for the trains or equipment of the Valley Company, nor for the special or exclusive use in any other manner of the Valley Company or the officers or employees thereof.

The Vancouver Company shall have the power to change, add to and better the joint section as it may consider advisable, including the right to provide such additional, main and other tracks as it shall deem necessary; Provided, that it shall not make any change, addition or betterment to the joint section which shall cost more than three thousand dollars ($3,000) without requesting and obtaining the written consent of the Valley Company to the making of such change, addition or betterment; Provided, further, that such changes, betterments, or repairs shall not per-

manently impair the usefulness of said joint section to the Valley Company.

Section 5. If the Valley Company shall at any time deem the construction of additional main track or tracks or other tracks, or additions, betterments or improvements necessary to the proper conduct of its business, or the Vancouver Company shall at any time deem the construction of additional main track or tracks, or other tracks or additions, improvements or betterments costing a sum in excess of three thousand dollars ($3,000) necessary to the proper conduct of its business, and the other party be unwilling that any such additional main, or other tracks, or additions, betterments or improvements be constructed, then the party desiring such construction shall have the right to submit the question of the reasonable necessity of such track or tracks, or other additions, betterments or improvements, to arbitration, as hereinafter provided; and the decision in such arbitration shall be binding and conclusive on both of the parties as to the necessity thereof.

Section 6. Either party may construct and maintain on the joint section for its own exclusive use, roundhouses, fuel houses, fuel stations and other facilities under reasonable conditions as to the connection with the joint section, provided that the construction and maintenance of the same do not impair the use of the joint section by the other party, but the cost of said structures and facilities when so erected on the joint section shall not be added to the cost thereof; provided, however, that if the Valley Company desires to use any such structure or facility erected by the Vancouver Company, it shall have the right so to do and from and after the commencement of such use by the Valley Company, the reasonable value thereof, which shall be the actual cost of the construction of such structure or facility, less a reasonable depreciation charge, shall be added to the cost of the joint section, on which rental is to be paid as hereinafter provided; and if the Vancouver Company desires to use any such structure or facility constructed by the Valley Company, it shall have the right to purchase such structure or facility on reasonable notice at a fair price, which price shall be the actual cost of the construction of the structure or facility, less a reasonable depreciation charge, and the price so paid shall be added to the cost of the joint section on which rental is to be paid as hereinafter provided; and both parties shall thereafter have the same right to the use of such structure or facility as to any other part of the joint section. Provided, that if the Valley Company desires to make use of any exclusive structure or facility erected by the Vancouver Company, or the Vancouver Company desires

to purchase and take over any exclusive structure or facility erected by the Valley Company, the right to do so shall be exercised within five years from the date of the erection or construction of such structure or facility.

Section 7. The Vancouver Company shall do the work of installing, operating, renewing and replacing any interlocking or other safety devices that may be required to be installed at the junctions of the joint section with the lines of the parties hereto, at any time by public authority, or which may be installed by agreement between the parties hereto; and the cost of installation shall be paid by the Vancouver Company and charged to capital account, and the cost and expense of maintenance and operation, which shall include the wages of towermen and of telegraph and telephone operators required on account of interlockers or other safety devices, shall be charged to operating expenses and apportioned as provided herein.

Section 8. Each of the companies shall have the right, subject to the provisions of the Railway Act, at any time during the continuance of this agreement, at its own expense, to connect any line of railway which it may hereafter construct or acquire (by stock ownership or otherwise) or which may be constructed or acquired (by stock ownership or otherwise), by any company or companies owned or controlled (by stock ownership or otherwise) by it, with the joint section at suitable and convenient points: Provided, however, that the Valley Company shall not have the right to connect any such line of railway as that described in this Section 8 with the joint section, if such line of railway shall be greater in length than six miles and shall substantially throughout its length run parallel to and within a distance of ten miles of an existing line of railway of the Vancouver Company, and it shall be feasible and practicable to use the whole or some portion of such line of the Vancouver Company to reach a point which the Valley Company desires to reach. But, provided further, that the foregoing limitation on the right of the Valley Company to connect any such line of railway belonging to it with the joint section shall be binding only upon the condition that the Vancouver Company shall upon request of the Valley Company, forthwith give to the Valley Company trackage and operating rights over any line of railway of the Vancouver Company, or portion thereof required or necessary to reach a point which the Valley Company desires to reach, and which would be paralleled within a distance of ten miles by a line of railway constructed to such point by the Valley Company, upon like terms and conditions as are herein agreed upon in respect of the possession and use of the joint section.

It is further understood and agreed between the parties that either party shall give the other the use of any branch line constructed by it, and connecting with the joint section, or any portion of such line, upon the same rentals, terms and conditions as are herein provided for the use of the joint section.

Section 9. Industry spurs may be constructed and maintained, when necessary, by either party hereto, and the cost thereof shall be paid by the Vancouver Company and added to capital account, as in the case of improvements, betterments and additions, as hereinafter provided, if both parties agree to the necessity of the construction and maintenance. If the Valley Company shall construct and maintain a spur, to the construction and maintenance of which the Vancouver Company objects, the cost and operation expense thereof shall be paid and borne by the Valley Company, and the Vancouver Company shall not have the right and shall not use such spur, but it may at any later date elect to use the spur and shall within thirty (30) days after such election pay to the Valley Company the cost thereof (including interest at four and one-half per cent per annum from the date of expenditure made to the date of such election) and such amount so paid shall be added to capital account, as in the case of improvements, betterments and additions, as hereinafter provided, and said industry spur shall thereupon become a part of the joint section.

If the Vancouver Company shall construct and maintain a spur, to the construction and maintenance of which the Valley Company shall object, the cost and operating expenses thereof shall be borne by the Vancouver Company, and the Valley Company shall not have the right to and shall not use the same, but it may at any later date elect to use the spur, and thereupon the cost of such spur (including interest at the rate of four and one-half per cent per annum from date of expenditure to date of such election) shall be added to the capital account, as in the case of improvements, betterments and additions, as hereinafter provided, and said industry spur shall thereupon become a part of the joint section.

Either of the parties hereto may establish industries upon the joint section upon reasonable conditions and rentals, but neither company shall have the right to include in any contract for the construction, or in any lease, of an industry spur for an industry located on property included within the joint section, any provision requiring the routing of the whole or any part of the traffic of such industry over its own line or giving any preference to it in traffic. Provided

that the prohibition herein contained against the making of exclusive traffic contracts shall not apply to any industry established, created or aided by either party and situate outside the limits of the joint section. And, provided further, that no industry spur shall be constructed by either party which creates a hazardous and unsafe operating condition, and if a dispute shall arise as to whether any industry spur desired to be constructed by either party would create such a condition, such dispute shall be submitted to arbitration, as hereinafter provided for.

Section 10. The Vancouver Company will maintain at all stations facilities adequate and suitable for the business of both parties hereto. If it shall fail so to do, the Valley Company may establish and maintain its station facilities under reasonable conditions as to connections with the joint section. The Vancouver Company shall, nevertheless, have the right to purchase, at a fair price, such facilities built on the joint section for the full joint and equal use and benefit of the parties using the joint section and the price paid therefor shall be added to capital account, as in the case of other improvements, betterments and additions. If the Vancouver Company and the Valley Company cannot agree on what is a fair price to be paid therefor, the determination thereof shall be submitted to arbitration, as hereinafter provided; and the decision in such arbitration shall be conclusive and binding on both parties.

Article Three.

Section 1. The Valley Company covenants and agrees to pay to the Vancouver Company, during the existence of this agreement, as full compensation and rental for all the rights, interests, services, and privileges herein provided for, the amount of the following named sums monthly:

(*a*) A sum equal to one-twelfth (1-12) of two and one-half per cent (2½%) per annum upon the cost of said joint section, which cost shall be determined in accordance with the provisions hereinabove in Section 4 of Article One set forth, and shall be fixed within three (3) months after the beginning of operation upon and over the joint section, set forth and embodied in an agreement in writing executed by the proper officers of the parties, thereto duly authorized, and attached to this agreement and becoming, by this provision, a part of this agreement.

(*b*) A sum equal to one-twelfth (1-12) of two and one-half per cent (2½ %) per annum from the time when expenditure for each thereof shall be made upon the cost of all additions and permanent improvements and better-

ments which the Vancouver Company shall make to and on said joint section, additional main tracks included, and upon the cost of all such changes in its permanent way, and upon the cost of such abutments, bridges, spurs, works and appliances of every name and nature, as the Vancouver Company may deem necessary to make, construct or furnsih for the safe and convenient operation of said joint section, or as by law or ordinance properly applicable it may be required to make, construct, or furnish thereto or thereon; Provided, however, that the Valley Company shall not be required to pay upon or in respect of any changes, additions or betterments to the joint section costing more than three thousand dollars ($3,000), which have been made without its written consent having been given thereto, unless such change, addition, or betterment shall have been made pursuant to an award upon arbitration, as provided in Section 5 of Article Two hereof, or unless it shall have elected to use such change, addition, betterment or improvement, or unless such change or addition or betterment be required by law or ordinance applicable thereto.

(*c*) A *pro rata* proportion of the cost incurred in maintaining, operating, renewing and replacing the roadbed, tracks, switches, depots, interlocking apparatus, crossovers or crossings, water stations, bridges, culverts, cattle guards, fences, highways. streets, farm crossings, crossing signs and gates, signal posts, block signal systems, telegraph or telephone lines, and all other structures or appurtenances which may be required by law or which may, in the opinion of the Vancouver Company, be necessary for the safe and convenient operation of and pertaining to the operation of the joint section, the value of the rails and other material renewed or replaced to be credited, and like proportions of the cost of all insurance on structures thereon used by the Valley Company; of the cost of removing snow and ice from the roadbed; of all rates, taxes and assessments by the Government, municipal or otherwise (other than taxes upon earnings) charged against or payable upon or in respect of the joint section or any portion thereof, which shall have accrued during the term of use hereunder by the Valley Company; and of the entire salaries, wages and expense accounts of all employees engaged exclusively in the maintenance and operation of the joint section, and such fair part of the salaries, wages and expense accounts of all such employees as may be partially or occasionally engaged in maintenance and operation of the joint section, as may be agreed between the parties from time to time; each which proportion shall bear the same ratio to the total amount

expended for such purposes as the number of miles run each month by engines and cars of the Valley Company over said joint section shall bear to the total number of miles run over said joint section or any part thereof during the same month by the engines and cars of both parties; an engine and tender being counted as two cars. Provided, however, that the Valley Company shall not be charged on account of the maintenance, operation, renewal or replacement of any telegraph or telephone lines not used in its business in the operation of the joint section; but shall be charged with the entire expense of maintaining, renewing and replacing any telegraph and telephone wires it may string for its own use, and a proportionate part of the cost of any renewals or replacements of the poles and fixtures on which the said last mentioned wires may be strung. And provided further, that if the cost of such maintenance, renewal and replacement of the joint section during any fiscal year shall exceed the sum of twenty-five hundred dollars ($2,500.00) per mile for such year, such excess shall be divided equally between the then users of the joint section and an adjustemnt shall be made accordingly at the end of each fiscal year.

Section 2. The sums in paragraphs (*a*) and (*b*) of Section 1 agreed to be paid are based upon the joint use of the joint section by the parties hereto only, and if another railway company or other railway companies be admitted by the Vancouver Company to the use of such joint section, or any part thereof, the Valley Company shall be entitled to equal benefit with the Vancouver Company from the revenue derived from the admission of such other company or companies. It being understood that in the event of the admission of another company or other companies to the use of said joint section the Valley Company shall not be obligated to pay a greater proportion of five per cent. per annum upon the cost of said joint section and upon the costs in paragraph (*b*) of Section 1 hereinabove specified than one is to the entire number of parties using the joint section.

In determining whether or not a particular capital expenditure is or is not justified within this agreement, the total or contemplated use of the joint section or any part thereof, by all lines then using or about to use the same shall be taken into consideration, but the Valley Company shall not be required to pay upon any capital expenditures which would not have been necessary except for the admission of other users to the joint section, unless it shall make use of the additions, betterments or improvements, for which such capital expenditure is made.

In the event that any company or companies shall use a portion only of the joint section, the joint section shall during such use, for the purpose of accounting, be divided into sub-sections conforming to the use which may be made thereof.

Section 3. In the event of another company or companies being allowed the use of any portion of the joint section, separate accounts shall be kept in respect of all the various portions of the joint section used by some companies and not by others, and the *pro rata* proportion of operating expenses and the percentage on capital charges to be borne by each company using the joint section, or any part thereof, shall be based on the several portions so used by said several companies, the intention being that a company hereafter admitted using a portion of the joint section shall not be called upon to bear a part of the operating expenses or capital charges on portions thereof not used by such company.

Section 4. The Valley Company shall pay to the Vancouver Company, at its offices in St. Paul, all the compensation and charges of every name and nature which in and by this agreement the Valley Company is required to pay, in monthly instalments, on the first day of each month for the preceding month in respect of payments required under paragraph (*a*) of Section 1 of this Article and within thirty (30) days after the rendition of proper bills therefor in respect of all other compensation and charges required to be paid hereunder. Bills shall be rendered monthly by the Vancouver Company as soon as may be after the last day of each month, for which such compensation and charges shall have accrued, and shall contain a detailed statement of the amount due on account of expenses incurred and services rendered during such month, and the Vancouver Company shall from time to time render necessary car mile statements to enable the amounts payable as aforesaid to be determined. Said statements shall be subject to verification and correction by the Valley Company. The books, records, vouchers, accounts and papers of the Vancouver Company touching or material to the cost of construction, improvements, betterments or additions to the joint section, or touching or material to the operating expenses shall at all times be freely open to the examination of the Valley Company. The payment of bills rendered shall not be delayed for errors which are not serious and important, but bills shall be paid as rendered, notwithstanding any error of ordinary character likely to occur in railway accounts, subject to correction and adjustment of all such errors in subsequent bills. Bills not paid within thirty (30) days of the date when due shall bear interest at the rate of six per cent per annum until paid.

Section 5. The Vancouver Company shall keep all the station buildings and other insurable property at any time a part of the joint section at all times reasonably insured. In the event of any loss or damage to any of said station buildings or property, the insurance money recovered in respect thereof shall be applicable towards the rebuilding, replacement and repair of the damaged or destroyed property. In the event that at the time of or prior to the damage or destruction of any such building or property, it shall be unnecessary for the use of said joint section, and it shall not be desirable to rebuild, replace or repair the same, any insurance money collected in respect of such loss or damage shall be retained by the Vancouver Company, but shall be credited to the cost of any additions or betterments to the joint section on account of which the Valley Company's rental may have been increased, as herein provided, and such rental shall be decreased accordingly.

Section 6. In the event of the sale of any property now or hereafter forming a portion of the joint section, or being appurtenant thereto, the proceeds of such sale shall be retained by the Vancouver Company, but shall be credited to capital account and the rental reduced accordingly. Any revenue derived from rental of any portion or portions of the joint section or for the use of the joint section or any portion thereof other than for purposes of transportation, shall be retained by the Vancouver Company, but for the purpose of this contract shall be deducted from the total of the operating expenses of the joint section for the month during which the same was received before the apportionment of such expenses under the terms of this contract.

Section 7. If the Valley Company should fail to make any payment when due, which it is obliged by this contract to make, or fail in any other respect to perform the obligations on its part to be performed under this agreement, and such default shall continue for six months after notice in writing shall have been given by the Vancouver Company to the Valley Company of an intention to terminate the contract, the Vancouver Company may at its election declare this agreement terminated and may exclude the Valley Company from all use of the joint section. Provided that failure to make any payment which is the subject of arbitration or litigation between the parties shall not, pending such arbitration or litigation be deemed cause of forfeiture hereunder.

ARTICLE FOUR.

Section 1. The Vancouver Company shall make reasonable rules and regulations, such as are from time to time

customary among railroads, for the operation of the joint section.

All rules, regulations and train schedules shall be equal, just and fair as between the parties hereto and shall not unjustly discriminate against either. The Valley Company shall have in every respect the same right and privilege in the transaction of its business that the Vancouver Company has as to its business.

All trains, engines and cars shall move over said joint section under and in accordance with the orders of the Managers, Superintendents, dispatchers and other officers of the Vancouver Company having authority in that behalf in matters relating to the movement of trains, or in any other way affecting the safe and proper working of the joint section; and all conductors, enginemen, trainmen and other employees of the Valley Company connected with its trains, engines and cars, shall while upon the joint section be subject to the rules and regulations of the Vancouver Company and the orders of its said officers in respect of such movement. The parties hereto shall have and enjoy in all respects equal rights to the use of the joint section, and the trains of the Valley Company shall in every respect be given by the officers, agents and employees in charge or control of or engaged upon the joint section equality of right, privilege and advantage with trains of a similar class of the Vancouver Company thereon; and shall equally have preference over trains of an inferior class belonging to either of the parties. All passenger trains shall be given preference over other trains and through trains shall be given preference over local trains. The main tracks of the joint section shall so far as practicable be at all times kept unobstructed for the use of both parties hereto.

Section 2. Joint schedules for the movement of engines, trains and cars over and upon the joint section shall be made from time to time by joint action of the proper officers of both parties hereto; said schedules shall as nearly as may be practicable afford an equality of right, privilege and advantage to trains of the same class operated by each party hereto and to trains of a superior class operated by either party preference over trains of an inferior class operated by the other party. In the event of any dispute, or inability on the part of such officers to arrange and agree upon said schedule, or to arrange for or agree as to the speed of any trains in their movement over said joint section shall, if an agreement cannot otherwise be reached, be referred to and settled by arbitration in the manner hereinafter provided.

Section 3. The Vancouver Company shall be bound to use only reasonable and customary care, skill and diligence

in maintaining and repairing the roadway, tracks, structures and appliances of and pertaining to the joint section. The Valley Company shall not by reason of any defect in the roadway, track, structures or appliances of the joint section, or by reason of the failure or neglect of the Vancouver Company to repair any such defect, or by reason of the failure or neglect of any joint employee, as herein defined, to repair such defect, have or make against the Vancouver Company any claim or demand for any loss, damage, or injury whatsoever arising from such defect, neglect or failure; but in the event the Vancouver Company should fail to repair any defect within a reasonable time after the Valley Company shall have notified it, specifying the defect and requesting that it be repaired, then the Valley Company shall have the right to submit the question of the necessity of such repairs to the Board of Railway Commissioners for Canada, or its successors in jurisdiction and authority, and in case such Board or successors shall order the repairs to be made and the Vancouver Company shall still neglect or refuse to make the same, the Valley Company shall have the right to make the necessary repairs at once, and the Vancouver Company shall and will pay to the Valley Company the cost thereof, but shall include and apportion the amount thereof in operating expenses, as provided by Article Three of this agreement.

The Valley Company shall at all times require its officers and employees to give prompt notice to the Vancouver Company of any defect in the tracks, structures or appliances of the joint section which may come to the notice of such officers and employees, but in no case shall the Valley Company be liable in damages to the Vancouver Company, or to any person using the joint section for the failure of such officers or employees to give such notice.

Section 4. In the event any engines, trains or cars of the Valley Company shall be wrecked while being run and operated over and upon the joint section, the wreck shall be picked up at once and removed by the Vancouver Company, and the Valley Company, except as herein otherwise provided, shall pay to the Vancouver Company the whole cost and expense of such service.

Section 5. The Vancouver Company shall operate said joint section and shall employ all persons, except train crews and engine crews, for the Valley Company, necessary to carry on the business of both parties in connection with said joint section. The Vancouver Company shall require all of said employees to be neutral in the performance of their duties to both parties hereto, and to do the business of the Valley Company without discrimination. Such

agents and employees shall not solicit business or recommend the routing thereof, but in all respects shall act with entire impartiality to the railways using the joint section. The Vancouver Company shall pay on its own rolls the total salaries of all such employees. When any of such employees are required to work overtime the expense of such overtime shall be assumed by the party hereto at whose instance and on whose behalf the work was performed. Upon the request in writing of the Valley Company, for good cause proven, the Vancouver Company will transfer any of said employees that are unsatisfactory to the Valley Company. It is expressly understood and agreed that this section is not intended to cover, and does not cover, employees engaged exclusively in the train service of either of the parties hereto, but any employee engaged in the service of either party upon or about trains, coal bunkers, or roundhouses shall be withdrawn from service on the joint section on the request in writing of the other party giving reasonable grounds for such withdrawal.

Section 6. All employees or agents collecting or receiving money, in so far as the custody of any moneys or revenues or effects is concerned, shall be deemed the sole and separate employees of the party for which they handle and receive the same and shall report and remit directly to it. Such party may bond them or require them to furnish bonds, and neither party hereto shall be liable to the other party hereto on account of the handling of money, revenue or effects by any of such employees, or on account of the embezzlement, theft or loss of such money, revenues or effects in any manner whatsoever.

Section 7. Except trainmen and enginemen, all employees of the Vancouver Company engaged in maintaining, repairing or operating the joint section, or in dispatching, giving orders for or directing the movement of trains, cars or engines thereon, or in the performance of any other service for the common benefit of each of the parties using the joint section, shall as between the parties hereto, for the purposes of this agreement, be deemed while engaged in such work as joint employees of both parties hereto. Enginemen and trainmen of any work train engaged in maintaining and repairing said joint section shall likewise be deemed joint employees, but if any persons are engaged partly in the maintenance or operation of the joint section and partly in service not connected therewith, then and in such cases they shall be considered as joint employees only to the extent of their employment for the joint use and benefit of the parties hereto in connection with the joint section.

Section 8. Each party hereto assumes all risk of loss, damage or injury which shall in any manner occur upon the joint section, or any part thereof, either to property of such party, or to property in its custody, or to its passengers, or to its employees or to third persons, or which the property covered by this agreement, or which the property of third persons shall suffer by reason of the movement of any engine, car or train of such party in all respects as if the said party had been in exclusive use and control of such joint section or part thereof, excepting only such loss, damage or injury as shall be caused by the sole negligence of the sole employees of the other party; and, excepting only as aforesaid, each party agrees to save the other harmless from such loss, damage or injury and from all liability and claim therefor and from all consequent costs and expenses. Each party agrees to save the other party hereto harmless from loss, damage or injury caused by negligence of its own employees and from all liability and claim therefor, and from all consequent costs and expenses.

The parties hereto expressly covenant and agree that in case of a collision between their respective engines, cars or trains on said joint section, or of other train accident caused by the negligence of enginemen or trainmen or of other sole employees, the party whose employees are alone at fault shall be solely responsible for and shall settle and pay for the entire loss and damage caused thereby, and shall so save the other party harmless therefrom; and in case any such collision or other such accident is caused by the fault of employees of both parties or by the fault of any joint employee or employees, or in case the cause of collision or other such accident is so concealed that it cannot be determined whose employee or employees were at fault, each party shall bear and pay all the loss, damage and injury which its own property or property in its custody, or its passengers or its employees, may have suffered in consequence thereof, and an equal share of all damage to property jointly used.

In the event that such loss, damage or injury shall be occasioned by the negligence of the joint employees not covered by some other provision of this agreement or shall be occasioned by the operation of engines, cars or trains in such way that it cannot be determined whose engines, cars or trains caused such injury, loss or damage, then all such loss, damage or injury to persons or property shall be charged to operating expenses and apportioned in accordance with the provisions of Article III of this agreement.

Each party hereto covenants and agrees that it will forever indemnify and save harmless the other party hereto, its successors and assigns from and against all claims, liabilities, or judgments by reason of any damage, the risk of which is herein assumed by such party, also from and against all claims, liabilities or judgments, on account of any death, injury or damage to persons or property, the liability for which is herein assumed by such party. And such party agrees to pay, satisfy and discharge all costs, charges and expenses that may be incurred in any judgment that may be rendered by reason thereof.

Section 9. All claims or suits growing out of injury to or death of joint employees, or the loss of property of joint employees on said joint section shall be settled and paid in the first instance by the Vancouver Company. If the sole employees of the Vancouver Company are solely responsible for such injury, death or loss, no claim shall be made therefor against the Valley Company. If the sole employees of the Valley Company are solely responsible for such injury, death or loss the Vancouver Company will make bill upon the Valley Company for the full amount paid in settlement of such suits, and the Valley Company shall pay to the Vancouver Company the amount of such bill or bills within thirty (30) days after the receipt thereof. If such injury, death or loss is caused by the contributing negligence of the sole employees of both parties hereto, or by the sole negligence of joint employees, or by the negligence of joint employees combined with the negligence of the sole employees of either of the parties hereto, or in case the cause of the injury, death or loss cannot be determined, the Vancouver Company will include the amount paid in settlement of such suits or claims in the operating expenses and the same shall be apportioned and borne by the parties hereto in accordance with the provisions of Article III. When in settling any claim it appears likely that the amount of the same will be ultimately charged to the Valley Company, the Vancouver Company shall before making any settlement give the Valley Company a reasonable opportunity to settle the same and such claim shall not be paid without the consent of the Valley Company.

Section 10. Neither party shall, under any circumstances have any cause of action against the other for loss or damage of any kind caused by or resulting from interruption or delay to its business.

Section 11. In case a suit or suits be commenced by any person or persons, corporation or corporations, against either party hereto, for or on account of any loss, damage or injury for which the other party is liable under the provi-

sions of this agreement, or for which, in the opinion of the company sued, the other shall be ultimately liable, the party so sued shall give to the other party reasonable notice in writing of the pendency of such suit, and thereupon the other party shall assume the defence of such suit, and shall save and hold the party so sued harmless from all loss and costs by reason thereof. Neither party shall be concluded by any judgment against the other party unless it have reasonable notice that it will be required to defend and have reasonable opportunity to make such defence. When such notice and opportunity have been given, the party notified shall be concluded by the judgment as to all matters that could have been litigated in such suit.

Section 12. The parties will settle, as between themselves any claim for loss or damage, according to the terms of this agreement, notwithstanding any judgment or decree of any court or other tribunal in a proceeding brought by third parties.

Section 13. The Vancouver Company shall, in the event that it admits other tenants to the use of the joint section, or any part thereof, on the terms and conditions permitted by this agreement, insert or cause to be inserted in any agreement admitting such other tenant or tenants and made binding upon such other tenant or tenants, the provisions of this Article Four respecting joint employees and respecting liability for loss, damage, and injury for the benefit of the Valley Company when similar circumstances arise between the Valley Company and such other tenant or tenants. And such agreement with such other tenant or tenants shall be construed as if it were signed by all the railway companies at one time in the joint use of such joint section, or any part thereof.

Article Five.

Section 1. If at any time any question (other than those hereinbefore provided to be submitted to the Chief Engineer of the Board of Railway Commissioners for Canada) shall arise touching the construction of this contract or concerning any of the rights, obligations or covenants of either party, upon which question the parties cannot agree, such question shall be submitted for determination to the Board of Railway Commissioners for Canada, or its successors in jurisdiction, power and authority, and its decision thereon shall be binding, final and conclusive upon the parties hereto. In case for any reason such Board of Railway Commissioners for Canada, or its successors in jurisdiction, power and authority, shall decline to or shall not take jurisdiction to settle such controversy, then the same shall be submitted

to the arbitrament of three disinterested persons familiar with such business and experienced in railway management, as follows, that is to say:—

(a) The party demanding such arbitration shall give to the other party notice of such demand, stating specifically the question to be submitted for decision, and nominating a person who has the required qualifications to act as one arbitrator. If at the expiration of fifteen (15) days from the receipt of such notice the party receiving it has not notified the party demanding arbitration of its nomination of a second arbitrator having like qualifications, the party requiring such arbitration may apply, on fifteen (15) clear days' notice to the other party, to a judge of any Superior Court of general jurisdiction and being a court of record of the province of British Columbia, for the appointment of a second arbitrator; and in the event of the party to whom notice of arbitration is given not having appointed such second arbitrator before the application shall come on for hearing before such judge, such second arbitrator shall be appointed by such judge and shall thereupon be deemed an arbitrator within this clause as if appointed by the party to whom such notice was given. The two arbitrators so appointed, as aforesaid, shall select a third, and the three arbitrators so appointed shall constitute a board of arbitration. In the event of the two arbitrators being unable to agree on such third arbitrator, either party may upon five (5) clear days' notice to the other apply to a judge, as aforesaid, for the appointment of such third arbitrator, and said judge shall, upon such application, appoint such third arbitrator, and when so appointed such three arbitrators shall constitute the board as aforesaid. The third arbitrator shall have the power to fix the time and place when and at which the arbitration shall be proceeded with, but in so doing shall give due consideration to the convenience of the parties and their witnesses.

(b) Upon such board of arbitration being completed, it shall proceed with due diligence to inquire into the question at issue as disclosed in said notice, and may take such evidence as it may deem reasonable, or either party may submit without, if the board or a majority thereof deem it advisable requiring witnesses to be sworn and may hear argument of counsel or others, as in its opinion be desirable, and after all the parties interested have been heard shall proceed to make its award in the premises, which award shall be in writing, and which when signed by two or more arbitrators shall be final, binding and conclusive upon the parties hereto in respect to all matters so decided.

(c) Immediately after any award each party shall make such changes in the conduct of its business or such payments or restitution, as the case may be, as are in and by such award required of it to be made.

(d) The books and papers of both parties, so far as they relate to any matter submitted for arbitration, shall be open to the examination of the arbitrators.

(e) Each party to the arbitration shall pay an equal proportion of the fees and expenses of the arbitraton and all the fees and expenses of its own witnesses and counsel, and until the arbitrators shall make their award upon any questions submitted to them the obligations and covenants under the terms of this agreement shall be continued to be performed in the manner and form existing prior to the arising of such question.

(f) If either party shall refuse to keep and perform any award, the other party may enforce the same by apt proceedings in any court of law or equity.

Section 2. In order to assure settlements which will bind all the companies at any time using the joint section in case other companies shall hereafter be admitted to the use of said joint section, or any portion thereof, the Vancouver Company will cause to be inserted in every contract admitting any other railway company, clauses of arbitration similiar to those in this article contained, and such arbitration clauses shall be construed as if signed by all the railway companies using the property.

If any question shall arise which affects the use of the property by more than two railway companies using the property, and it shall be necessary to submit to the arbitrament of a board other than the Board of Railway Commissioners for Canada, the notice of a demand for arbitration shall be given to each company interested, and each shall have the right and be obligated to name an arbitrator having the qualifications hereinbefore stated, or in the event of its failure so to do such arbitrator shall be selected upon the notice hereinbefore provided for by the judge aforesaid. The arbitrators so chosen, if an even number, shall select one, if an odd number, two, arbitrators, having the qualifications hereinbefore stated to complete the board. In case of their failure to agree upon such additional arbitrators, they shall be appointed by the judge aforesaid upon like notice, and in like manner, as hereinbefore provided. Such board shall proceed in the same mar ner as hereinbefore provided for arbitration where only two companies are interested, and its award or the award of a majority of the board shall be final, conclusive and b nding upon the parties interested in such arbitration.

ARTICLE SIX.

Section 1. Subject to the limitations and restrictions herein contained, this agreement shall attach to and run with the railways of the respective parties during the term hereof, and shall be binding upon and enure to the benefit of any railway company hereafter owning or operating either of such railways, and the rights of the Valley Company acquired hereunder shall be deemed appurtenant to and running with its railway.

Section 2. The trains and engines of the Great Northern Railway Company and of any company owned or controlled (through stock ownership or otherwise) by it or operated as part of the Great Northern Railway System and of any company or companies so owned or controlled or operated by the Vancouver Company shall be considered the trains, engines and cars of the Vancouver Company, and the Vancouver Company shall have the right to operate the same in its own name, and they shall be entitled to be operated by and in the name of either the Vancouver Company or Great Northern Railway Company over the joint section under the terms of this agreement. The trains and engines of the Canadian Pacific Railway Company and of any company owned or controlled (through stock ownership or otherwise) by it or operated by it as part of the Canadian Pacific System and of any company or companies so owned or controlled by the Valley Company shall be considered the trains, engines and cars of the Valley Company and the Valley Company shall have the right to operate the same in its own name, and they shall be entitled to be operated by and in the name of either the Valley Company or Canadian Pacific Railway Company over the joint section under the terms of this agreement.

Section 3. The Valley Company shall not, except as a part of the sale, transfer or assignment of its railway in its entirety, assign or transfer any rights or interest under this agreement or give or assume to give to any other company or person any rights or interest in, upon or in respect of the joint section or any part thereof, nor shall the Valley Company, except to the extent in Section 2 of Article 6 provided, undertake to operate the traffic of any other company over the said joint section under the cover of this agreement and any assignment or transfer or any instrument contrary to this clause shall be void and of no effect, it being expressly understood that the operating rights given to the Canadian Pacific Railway Company, as defined in Section 2 of Article 6 hereof, shall embrace and be confined and limited to railway companies now or hereafter forming a part of the Canadian Pacific Railway System by what-

ever name the said system shall be known, provided, however, that the Valley Company shall have the right to assign or transfer its rights under this agreement as a part of the sale, transfer or assignment of its railway in its entirety.

Section 4. The Vancouver Company may admit another company or companies to the use of the joint section, but such admission shall not be made on more favourable terms than those herein granted to the Valley Company, and the Valley Company shall be entitled to and shall have equal benefit with the Vancouver Company of all revenue derived from the admission of such other company or companies. The Vancouver Company shall cause such other company or companies which it may admit to enter into and execute an agreement for the use of the joint section or such portion thereof as such company or companies may use, similar in terms and conditions to this agreement, and such agreement, when so signed by such other railway company or companies shall be construed as if it were signed by all of the railway companies at any one time in the joint use of the joint section or any part thereof.

Section 5. Nothing herein contained shall be taken as creating or increasing any right in any third person to recover by means of damages or otherwise against either of the parties hereto.

Section 6. This agreement shall become effective upon its execution, and the rentals payable hereunder shall commence on the first day of January, 1915, provided such joint section shall be completed and ready for operation on that date. If not so completed, the rentals and payments hereunder shall commence when the same is fully completed and ready for operation.

Section 7. In case the Board of Railway Commissioners for Canada, or any other lawful authority, shall make any order in respect of the joint section upon the parties hereto, or either of them, each of the parties hereto will co-operate with the other in the carrying out of such order, and each will so arrange its operation and business as to enable the other to comply with the terms of the order made.

Section 8. This agreement shall, subject to sooner determination thereof, as herein provided, continue in force for a period of twenty (20) years from the date hereof; provided, however, that the parties hereto will join in an application to the Parliament of Canada for the necessary legislation confirming and ratifying the same and making it effective during the period of nine hundred and ninety-nine years (999) from the date hereof, and when so ratified

and confirmed this agreement shall be and continue in force for the said term of nine hundred and ninety-nine years from the date hereof. Each party hereto consents that such legislation shall be enacted, and agrees to take all necessary steps in obtaining the same, and each party shall pay one-half the expense in connection with such legislation.

Section 9. If at any time, in the opinion of the Chief Engineer of the Valley Company, the Vancouver Company is not proceeding with due diligence in the construction of the whole of the joint section, the Board of Railway Commissioners for Canada may, on the application of the Valley Company, make an order directing the Vancouver Company to take all such steps as in the opinion of the Board may be necessary to insure due completion of the said joint section by the thirty-first day of December, 1914.

Section 10. If for any reason any covenant or agreement hereinbefore contained, not material to the right of the Valley Company to use the joint section, or any portion thereof, shall be adjudged void, such adjudication shall not affect the validity, application or performance of any other covenant or agreement which is in itself valid. No controversy as to the construction or validity of any covenant or agreement shall delay the performance of any other covenant or agreement. In the event of the failure in law of any covenant or agreement herein contained, such steps shall be taken or such other agreement or agreements shall be made as shall be advised by counsel to carry into effect the purposes and intents herein expressed.

Section 11. This agreement shall be binding upon and enure to the benefit of the successors and assigns of the parties hereto, but this provision is not to be construed as in any way extending the right of assignment granted to the Valley Company under Section 3 of Article 6 hereof.

In witness whereof the said Vancouver, Victoria and Eastern Railway and Navigation Company and the said The Kettle Valley Railway Company have caused this instrument to be executed by their proper officers and their corporate seals to be hereunto affixed and attested the day and year first hereinabove written.

In the presence of:

VANCOUVER, VICTORIA AND EASTERN RAILWAY AND NAVIGATION COMPANY.

By Ralph Budd,
President.

[L.S.]

Attest L. E. Katzenbach,
Assistant Secretary.

THE KETTLE VALLEY RAILWAY COMPANY.

By James J. Warren,
President.

[L.S.]

Attest H. C. Oswald,
Assistant Secretary.

The Great Northern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Minnesota, for and in consideration of the covenants and agreements made in the foregoing contract by The Kettle Valley Railway Company, and for other valuable considerations to it moving, the receipt whereof is hereby acknowledged, does hereby guarantee to the said The Kettle Valley Railway Company, the performance by the Vancouver, Victoria and Eastern Railway and Navigation Company of the foregoing contract and of each and every of the conditions, covenants and agreements therein contained on the part of the said Vancouver, Victoria and Eastern Railway and Navigation Company.

In witness whereof the said Great Northern Railway Company has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed and attested this 20th day of May, 1915.

In the presence of:

GREAT NORTHERN RAILWAY COMPANY.

By Louis W. Hill.
President.

[L.S.]

Attest L. E. Katzenbach,
Secretary.

The Canadian Pacific Railway Company, a corporation organized and existing by virtue of the laws of the Dominion of Canada, for and in consideration of one dollar ($1) to it in hand paid and for and in consideration of the covenants and agreements made in the foregoing contract by the Vancouver, Victoria and Eastern Railway and Navigation Company and for other valuable considerations to it moving, the receipt whereof is hereby acknowledged, does hereby guarantee to the said Vancouver, Victoria and Eastern Railway and Navigation Company, the performance by The Kettle Valley Railway Company of the foregoing contract and of each and every of the conditions, covenants and agreements therein contained on the part of the said The Kettle Valley Railway Company.

In witness whereof, the said Canadian Pacific Railway Company has caused this Instrument to be executed by its proper officers and its corporate seal to be hereunto affixed and attested this 12th day of May, 1915.

In the presence of:

CANADIAN PACIFIC RAILWAY COMPANY

By T. G. Shaughnessy,
President.

[L.S.]

Attest H. C. Oswald,
Assistant Secretary.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 28.

An Act respecting The Kettle Valley Railway Company and Vancouver, Victoria and Eastern Railway and Navigation Company.

(*Reprinted as proposed to be amended in Committee of the Whole.*)

(PRIVATE BILL.)

MR. GREEN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 29.

An Act respecting certain patents of The Pedlar People Limited.

Preamble.

WHEREAS The Pedlar People Limited, of the town of Oshawa, in the province of Ontario, has by its petition represented that it is a company duly incorporated under the Ontario Companies Act, and having its chief place of business at the town of Oshawa, in the county of Ontario, province of Ontario, and that it is the holder of the following Canadian patents: number seventy-two thousand seven hundred and twenty-six, granted on August thirteenth, nineteen hundred and one, for improvements in rolls for cutting expanded metal; number seventy-two thousand seven hundred and twenty-seven, granted on August thirteenth, nineteen hundred and one, for improvements in machines for expanding slitted sheet metal; number one hundred and three thousand five hundred and thirty-seven, granted on February twelfth, nineteen hundred and seven, for improvements in corner beads; number one hundred and five thousand six hundred and sixty-four, granted on June fourth, nineteen hundred and seven, for improvements in machines for slitting sheet metal; number one hundred and eighteen thousand two hundred and twenty-four, granted on May eleventh, nineteen hundred and nine, for improvements in machines for expanding sheet metal; all of said patents being issued under the seal of the Patent Office for Canada, and whereas the said Company has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Power to receive fees and extend term.

1. Notwithstanding anything contained in the *Patent Act*, or in the patents mentioned in the preamble, the Commissioner of Patents may, within three months after the passing of this Act, receive from the holder of the aforesaid

patents an application for the certificate of payment of further fees and the usual fees for the second and third terms, or for the third term as the case may be, for the said patents, and may grant and issue to the said holder certificates of payment of further fees provided for by the *Patent Act*, and extensions of the terms of duration of said patents in as full and ample a manner as if the applications therefor had been duly made in each case within the term in which the partial fee should have been paid.

Certain rights saved.

2. If any person has, in the period between the date on which the partial fees of any of the said patents should have been paid and the eleventh day of December, nineteen hundred and fifteen, commenced to manufacture, use and sell in Canada any of the inventions covered by said patents respectively, such person may continue to manufacture, use and sell such invention or inventions in as full and ample a manner as if this Act had not been passed.

29.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 29.

An Act respecting certain patents of The Pedlar People Limited.

First reading, February 10, 1916.

(PRIVATE BILL.)

MR. SMITH.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 30.

An Act to incorporate Seaport Trusts Corporation.

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

Incorporation.

1. George H. Cowan, barrister, Robert S. Lennie, barrister, James G. Forrester, broker, Andrew Stewart, chartered accountant, and Charles Frederick Millar, accountant, all of the city of Vancouver, province of British Columbia, together with such persons as become shareholders in the company, are incorporated under the name of Seaport Trusts Corporation, hereinafter called "the Company."

Name.

Provisional directors.

2. The persons named in section one of this Act shall be the provisional directors of the Company.

Capital stock.

3. The capital stock of the Company shall be two million dollars.

Head office.

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

Powers.

5. (Except as hereinafter provided in sections six, seven, eight, nine, ten and eleven of this Act,) the Company shall have all the powers, privileges and immunities conferred by, and be subject to all the limitations, liabilities and provisions of *The Trust Companies Act.*

Limitation of investments of trust moneys or funds.

(**6.** The Company shall not invest trust moneys or its own funds, including money forming part of its capital or reserve or accumulated profit thereon, in or upon the security of bonds or debentures of any municipal corporation, or the bonds or debentures of any school district, in which the population is less than two thousand, or the general rate of taxes exceeds two cents on the dollar based on the assessment of both land and improvements, or three cents on the dollar based on the assessment of land only.)

Specified securities.

(**7.** The Company shall not guarantee repayment of the principal or payment of the interest of any moneys entrusted to the Company for investment under paragraph (*c*) of subsection one of section sixty-three of *The Trust Companies Act*.)

Trust funds of estate administered in province.

(**8.** Subsection two of section sixty-three of *The Trust Companies Act* shall not apply to the Company.)

Limitation of investment in securities of banks, etc.

(**9.** The Company shall not invest its own funds, including money forming part of its capital or reserve or accumulated profit thereon, in or upon the security of the debentures, bonds, stock or other securities [except first mortgages or hypothecs upon improved freehold property in Canada] of any chartered bank or incorporated company.)

Real estate for actual use.

(2. The Company shall not lay out or expend an amount more than fifteen per cent of its unimpaired paid-up capital in the manner provided by subsection two of section sixty-six of *The Trust Companies Act*, and such expenditure may be made only out of the Company's funds forming part of its reserve or accumulated profit.)

Loans to directors, etc.

(3. The Company shall not loan any of its funds or any trust moneys to any of its directors, officers or employees, or to any company controlled by them or in which any of them are active in the management.)

Information to be given directors monthly by manager of Company.

(**10.** The following information shall be obtained by the directors of the Company in each month made up as at last day of the last preceding month, and shall be furnished to them by the manager of the Company:—

Statement of individual assets on capital account.

(*a*) Statement of the individual assets of the Company on capital account, shewing principal and interest separately, and the dates of authorization of each investment by the directors, divided under the following heads, shewing the total amount of each, and in the case of first mortgages shewing the estimated value of the properties held:—

(i) first mortgages;

(ii) government and municipal securities;

(iii) office premises at cost, less depreciation; and

(iv) cash on hand and in bank;

Amount of reserve, liabilities, etc.

also the amount of the Company's paid-up capital, reserve and accumulated profit and other capital liabilities, exclusive of current profits;

(*b*) Statement of the individual assets held by the Company on trust account for moneys entrusted to it for investment, shewing principal and interest separately, and the dates of authorization of each investment by the directors, divided under the following heads, shewing the total amount of each and, in the case of first mortgages, the estimated value of the properties held:— Statement of individual assets on trust account.

(i) first mortgages guaranteed by the Company;

(ii) first mortgages not guaranteed by the Company;

(iii) government and municipal securities;

(iv) special securities authorized by the terms of the trusts for which they are held; and

(v) cash on hand and in bank;

also the amount of the Company's liability in respect thereof, shewing principal and accrued interest separately, and the amount in respect of which the Company has given guarantees; Amount of liability.

(*c*) Statement of cash receipts, divided under headings which are properly descriptive, shewing capital and earnings separately; Cash receipts.

(*d*) Statement of cash disbursements, divided under headings which are properly descriptive, shewing capital and expenses separately; Cash disbursements.

(*e*) Statement of arrears of collections, divided under headings which are properly descriptive, shewing capital and earnings separately, and shewing in respect of which loans compulsory proceedings have been taken; Arrears of collections.

(*f*) Statement of the Company's earnings since the end of the previous year under headings which are properly descriptive, shewing separately the total amount thereof received and the total amount thereof outstanding; and Earnings.

(*g*) Statement of new business assumed by the Company during the previous month; New business.

(Provided that nothing herein shall be held to limit or restrict or lessen the amount or change the character of the information that should be furnished to the directors to enable them to fully discharge the duties of their office.) Proviso.

(2. The directors of the Company shall each year appoint a committee of three of their number which shall at least once in each year check over the securities of the Company and initial the record of each security in the securities record.) Committee to check securities.

Payment of dividends.

11. The Company may pay dividends only out of its net earned profits received.)

30.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 30.

An Act to incorporate Seaport Trusts Corporation.

First reading, February 10, 1916.

(PRIVATE BILL.)

MR. STEVENS.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 31.

An Act respecting The Eastern Canadian Union Conference Corporation of Seventh-day Adventists.

Preamble.

WHEREAS The Ontario Conference of Seventh-day Adventists, The Quebec Conference of Seventh-day Adventists and The Maritime Conference of Seventh-day Adventists have agreed to become incorporated under the name of "The Eastern Canadian Union Conference Corporation of Seventh-day Adventists," with the constitution adopted by said three conferences; and Whereas the said three conferences have by their petition prayed that they are desirous of incorporation under the name of "The Eastern Canadian Union Conference Corporation of Seventh-day Adventists," under the constitution of the Eastern Canadian Union Conference of Seventh-day Adventists, with power to hold all the property, real and personal, of the Eastern Canadian Union Conference of Seventh-day Adventists and of the said three Conferences, and such other property as may hereafter be acquired, upon the trusts and for the purposes hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. The Reverend Malcolm Neil Campbell, of the town of Oshawa in the province of Ontario, president of the Eastern Canadian Union Conference of Seventh-day Adventists, the Reverend Milton Metcalf Hare, of the city of Toronto in the province of Ontario, president of the Ontario Conference of Seventh-day Adventists, the Reverend Albert Victor Olson, of the city of Montreal in the province of Quebec, president of the Quebec Conference of Seventh-day Adventists, and the Reverend George Howe Skinner, of the city of St. John in the province of New Brunswick, president of the Maritime Conference of

Seventh-day Adventists, and all members of the Eastern Canadian Union Conference, Executive Committee, together with all persons who are now or may hereafter become ministers or members of any one of the said three conferences or who are now or may hereafter become members of the said Union Conference, are hereby incorporated under the name of "The Eastern Canadian Union Conference Corporation of Seventh-day Adventists," hereinafter called "The Corporation."

Name.

Real and other property of Eastern Canadian Union Conference of Seventh-day Adventists vested in the Corporation.

2. All lands, tenements and hereditaments and property, real and personal, and all burial grounds, churches, colleges, chapels, seminaries, publishing houses, hospitals, sanitariums and other buildings now belonging to and used, held, occupied and possessed or enjoyed by The Eastern Canadian Union Conference of Seventh-day Adventists, and which are situate within the Dominion of Canada, shall be, and are hereby declared to be vested in the Corporation for the general uses and purposes thereof, subject however to all existing rights of property therein, and to all liens and encumbrances thereon, had or held by or vested in any other person, or persons, or body politic, other than the said conference and the Corporation.

Power to hold real and other property of Ontario, Quebec and Maritime Conferences.

3. The Corporation may take, hold, and receive any real or personal property, notes, bonds, mortages and agreements or other obligations for the payment of money, by virtue of any purchase, agreement or voluntary conveyance or of any last will or testament of any person whatsoever, subject however to the provisions of the laws of the respective provinces; and also all lands, tenements and hereditaments and property, real and personal, and all burial grounds, churches, colleges, chapels, seminaries, publishing houses, hospitals, sanitariums and other buildings now belonging to and used, held, occupied and possessed or enjoyed by the Ontario Conference of Seventh-day Adventists, the Quebec Conference of Seventh-day Adventists or the Maritime Conference of Seventh-day Adventists, whenever the same shall be transferred by any of the said conferences to the Corporation.

Sale, lease, etc., of real and other property.

4. The Corporation may, from time to time, sell, exchange, alienate, let, demise, lease or otherwise dispose of any property, real or personal, belonging to or vested in the Corporation and also from time to time purchase and acquire other property, real and personal, for the use and purposes of the Corporation, subject, however, to the

same provincial laws: Provided always, that the Corporation shall within ten years after its acquisition of any such real estate, sell or otherwise dispose of and alienate so much of such real estate as is not required for the use and occupation or other like purposes of the Corporation. Proviso.

5. The Corporation shall have power to borrow moneys, from time to time, on all or any part of the property, real or personal, of the Corporation for the purpose of paying off the debts, mortages or other claims against the Corporation, or of purchasing real estate or other property for the use and purposes of the Corporation or for the purpose of erecting, finishing, embellishing or repairing any church, chapel, school house, seminary or parochial residence: Provided that the person or persons or corporations from whom such moneys shall be borrowed on any such mortage security shall not be obliged to see to the application of the said moneys or any part thereof. Borrowing powers. Proviso.

6. The president and the secretary of the Eastern Canadian Union Conference of Seventh-day Adventists, for the time being, may, in the name of the Corporation, make or execute any deed, morgtage, conveyance, demise, release or assignment of the whole or any part of the real estate acquired or held by the Corporation with the consent of the officers and executive committee of the said conference duly granted at a meeting thereof and called for that purpose, all such consent as aforesaid to appear upon the face of the deed or other instrument in writing intended to be executed by the president and secretary and to be attested to by the corporate seal of the Corporation. Execution of deeds, etc. by officers of Eastern Canadian Union Conference.

7. A declaration or recital in a deed, mortgage or other instrument in writing, that it has been executed by the persons and in the manner mentioned in the last preceding section shall be sufficient evidence of the matters therein stated; any statutory discharge of mortgage, release or receipt for the payment of money, being a charge on land required to be given or executed by the Corporation, shall be deemed to be valid, and sufficiently executed if the seal of the Corporation shall be affixed thereto and if signed by the president and secretary of the Corporation for the time being; and no recitals shall be necessary therein or therefor. Evidence of validity of documents.

8. In case the president or secretary, for the time being, shall, by absence from Canada or by sickness, infirmity or any other cause, become incapable or incapacitated to perform said acts so required as aforesaid, then the executive Execution of documents in absence of president or secretary.

committee by resolution may appoint one of their number to execute any document for the purposes aforesaid and said resolution shall be recited in the document so to be signed, and such resolution so recited shall be sufficient evidence of the matters therein stated.

Rights saved.

9. Nothing herein contained shall be construed to impair or alter the effect of any instrument or act or proceeding to or in which the Corporation may heretofore have been a party or in any wise concerned or interested, but the same shall have full force and effect and shall apply to and may be continued with respect to the Corporation by the name hereby assigned to it.

31.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 31.

An Act to incorporate The Eastern Canadian Union Conference Corporation of Seventh-day Adventists.

First reading, February 10, 1916.

(PRIVATE BILL.)

Mr. Smith.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 32.

An Act respecting The Toronto, Hamilton and Buffalo Railway Company.

WHEREAS The Toronto, Hamilton and Buffalo Railway Company, hereinafter called "the Company," has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1891, c. 86; 1893, c. 62; 1895, c., 66; 1896, (1), c. 39; 1903, c. 197; 1905, c. 165; 1915, c. 57.

1. The Company may at any time make and enter into agreements or arrangements with The Canada Southern Railway Company, The Michigan Central Railroad Company, The New York Central Railroad Company and The Canadian Pacific Railway Company, or with any of such companies, for any of the purposes specified in section three hundred and sixty-four of the *Railway Act;* and such agreements or arrangements may be for a term not exceeding fifty years. Traffic agreements with other companies.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 32.

An Act respecting The Toronto, Hamilton and Buffalo Railway Company.

First reading, February 10, 1916.

(PRIVATE BILL.)

MR. STEWART.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 32.

An Act respecting The Toronto, Hamilton and Buffalo Railway Company.

(Reprinted as proposed to be amended in the Railway Committee.)

WHEREAS The Toronto, Hamilton and Buffalo Railway Company, hereinafter called "the Company," has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1891, c. 86; 1893, c. 62; 1895, c. 66; 1896, (1), c.39; 1903, c. 197; 1905, c. 165; 1915, c. 57.

1. The agreement made between The Toronto, Hamilton and Buffalo Railway Company, The Michigan Central Railroad Company, The Canada Southern Railway Company, The New York Central Railroad Company and The Canadian Pacific Railway Company, dated the first day of February, one thousand nine hundred and sixteen, a copy of which is set forth in the Schedule to this Act, is hereby ratified and confirmed, and declared to be valid and binding on the parties thereto in all respects whatsoever as fully and completely as if the said agreement and each and every clause thereof were set out at length and enacted in this Act, and the respective companies, parties to the said agreement, are and each of them is hereby authorized and empowered to do whatever may be necessary to carry out and give full effect to the provisions of the said agreement. Traffic agreement with certain other companies confirmed.

2. The said Agreement set forth in the Schedule shall, subject to the provisions thereof, be and remain in force for the period of fifty years from the date thereof. Duration of agreement.

2. Nothing in this Act contained shall be deemed in any way to impair or restrict the powers of the Board of Railway Commissioners for Canada, and all the provisions of the *Railway Act* now applying to the said companies and their respective railways and undertakings and not inconsistent with the provisions of this Act shall continue to apply to the same. Powers of Railway Commissioners continued. R.S., c. 37.

SCHEDULE.

This Agreement entered into this first day of February, one thousand nine hundred and sixteen, between The Toronto, Hamilton and Buffalo Railway Company (hereinafter called the "Hamilton Company"), of the first part; The Michigan Central Railroad Company (hereinafter called the "Michigan Central"), of the second part; The Canada Southern Railway Company (hereinafter called the "Canada Southern"), of the third part; The New York Central Railroad Company (hereinafter called the "New York Central"), of the fourth part; and The Canadian Pacific Railway Company (hereinafter called the "Canadian Pacific"), of the fifth part; the parties of the first, second, third, fourth and fifth parts being hereinafter referred to in the aggregate as "the said Railway Companies."

Whereas, by an agreement dated the ninth day of July, 1895, as corrected and amended by agreements dated the eighteenth day of December, 1895, and the twenty-first day of April, 1896, and made between the Hamilton Company of the first part, the Michigan Central of the second part, the Canada Southern of the third part, The New York Central and Hudson River Railroad Company (of which the New York Central is the successor) of the fourth part, the Canadian Pacific of the fifth part, and others of the sixth and seventh parts, and which is hereinafter referred to as the "July Agreement" it was among other things provided that for the period of fifty (50) years from the date of the said agreement the portion of the railway of the Hamilton Company in the City of Hamilton described therein as the "Hamilton Connection" should be leased to and operated by the Canadian Pacific;

And Whereas, the Hamilton Company has issued its first mortgage bonds amounting in the aggregate to three million two hundred and eighty thousand dollars, payable on the first day of June, 1946, bearing interest at the rate of four per centum per annum, payable half-yearly on the first days of June and December in each year, secured by an indenture of mortgage bearing date the first day of June, 1896, by which the Hamilton Company conveyed to S. Endicott Peabody and C. F. Cox, their successors and assigns, as trustees, by way of mortgage, the railway of the Hamilton Company having an aggregate length of eighty-two (82) miles, the franchise, rights, properties, tolls and rolling stock of the Hamilton Company, all as is more particularly described in the said indenture;

And Whereas, by an agreement made between the Hamilton Company and the Erie and Ontario Railway Company, bearing date the eleventh day of November, 1914,

ratified and confirmed by Chapter 57 of the Statutes of Canada for the year 1915, the Erie and Ontario Railway Company was amalgamated with the Hamilton Company as therein provided;

And Whereas, the railway formerly known as the Erie and Ontario Railway, as constructed and in operation, extends southerly from Smithville to Dunnville, and it is intended by the Hamilton Company to extend the same to Lake Erie at or near Port Maitland and to construct or acquire docks, wharfs, yards, terminals, elevators, warehouses, shops, buildings, structures, vessels and other additions, improvements and betterments in connection with its railway;

And Whereas, the Hamilton Company, pursuant to the authority of the aforesaid Act of the Parliament of Canada, is desirous of issuing from time to time as the needs of the Company require its consolidated Mortgage Bonds, bearing interest at a rate not exceeding five per centum (5%) per annum, to an amount not exceeding ten milloin dollars ($10,000,000), secured by an indenture by way of mortgage to be given by the Hamilton Company upon the undertaking, railroad, franchises, property and assets, present and future, of the Hamilton Company and its rents and revenues;

And Whereas, the Michigan Central owns or leases and operates a railroad extending from the City of Chicago, in the State of Illinois, to the City of Detroit, in the State of Michigan, and also operates as lessee, in connection therewith, other lines of railroad in the States of Michigan, Ohio, Indiana and Illinois;

And Whereas, the Canada Southern owns a railroad extending from the Detroit river to the Niagara river, and several branch lines of railroad, all within the Province of Ontario, and also controls the Cantilever Bridge over the Niagara river, which railroads and bridge so owned and controlled by the Canada Southern are now operated by the Michigan Central under an indenture bearing date the 15th day of August, 1903, and made between the Canada Southern of the first part, and the Michigan Central of the second part, whereby the Canada Southern did demise and lease to the Michigan Central the entire railway of the Canada Southern for the term of nine hundred and ninety-nine (999) years from the first day of January, 1904, subject to prior termination only under the contingencies mentioned in the said indenture now in recital;

And Whereas, the New York Central owns and operates a railroad extending from the City of New York, in the State of New York, to the City of Chicago, in the State of Illinois, and also operates, as lessee, other lines of railroad in the States of New York, Pennsylvania, Ohio and elsewhere;

And Whereas, the Canadian Pacific owns or leases and operates a system of railroads extending from West St. John, in the Province of New Brunswick, to the City of Vancouver, in the Province of British Columbia, and also operates, as lessee, other lines of railroad extending to, into and through the several Provinces of Canada;

And Whereas, the said Railway Companies, parties hereto, desire that the railways of the Hamilton Company should continue to be worked and operated for the mutual benefit and advantage of the Hamilton Company and the other Railway Companies, parties hereto, and to that end that there should subsist between the Hamilton Company and the other Railway Companies, parties hereto, an agreement upon the terms and conditions and for the period hereinafter provided;

And Whereas, the entire capital stock of the Hamilton Company is owned or controlled by the said parties of the second, third, fourth and fifth parts hereto;

And Whereas, the Michigan Central, the Canada Southern, the New York Central and the Canadian Pacific have, at the request of the Hamilton Company and for divers considerations, agreed to purchase the said Consolidated Mortgage Bonds, as and when they shall be issued, in conformity with the provisions of this agreement;

And Whereas, the facts herein stated, and the statement thereof, and the agreements herein contained are the inducements of the parties hereto respectively to enter into this agreement and form the consideration thereof to the others and each of them;

Now, therefore, this Indenture Witnesseth, and the parties hereto mutually covenant with the others collectively and with each of the others separately as follows:

Article First.

The Hamilton Company covenants as follows:—

(*a*) That it will, with due authority in that behalf, but only with the consent of the Michigan Central, the Canadian Southern, the New York Central and the Canadian Pacific, expressed in writing signed by their respective Presidents, duly issue for its corporate purposes, from time to time as may be required, its Consolidated Mortgage Bonds to an amount not exceeding ten million dollars ($10,000,000);

(*b*) That, for the purpose of securing the payment of all the said bonds to be issued by the Hamilton Company aforesaid, the Hamilton Company will, with due authority in that behalf, duly make a mortgage to a Trustee or Trustees in trust covering all the franchises of the Hamilton Company, its undertaking and its railroad constructed and to be

constructed as aforesaid, and all its property and assets, real, personal and mixed, then at the date of said mortgage had and acquired by the Hamilton Company, or by it thereafter acquired, and its rents and revenues, and the said Mortgage shall be a first lien upon the undertaking, railroad, franchises, rights, property, assets, rents and revenues aforesaid; but always subject, however, to the Indenture of Mortgage of the first of June, 1896, hereinbefore mentioned, as to the properties embraced therein or affected thereby; and the said mortgage so to be made shall contain all the usual and appropriate conditions and provisions for the protection of the holders of the bonds secured thereby, but shall not interfere with the right of the Canadian Pacific to hold the Hamilton Connection under the lease from the Hamilton Company dated the 25th day of May, 1897, during the currency of the said lease, provided the Canadian Pacific fulfills the terms thereof;

(*c*) That, so far as it can lawfully control the same, it will route via the railroad operated by one of the said other Railway Companies all freight and passenger traffic delivered to or received by it for transportation destined to any point reached by that railroad or any of its connections, including during the currency of the said lease as one of the lines of the Canadian Pacific the extension known as the Hamilton Connection;

(*d*) That it will operate its railroad (excepting during the currency of said lease the Hamilton Connection which is being operated by the Canadian Pacific) in the best manner of railroad operation and management to the end that its earnings in excess of operating or working expenditure shall be sufficient to pay the interest on its said Consolidated Mortgage Bonds outstanding, and also any indebtedness to the others of the said Railway Companies, or any of them, in respect of any payment towards interest which may have been made as hereinafter mentioned; and the Hamilton Company agrees, after payment of interest on its First Mortgage Bonds, to reserve and devote its said excess of earnings to the said purposes in preference to all other purposes; such earnings, or so much thereof as may be necessary to be applied, first in payment of the interest then maturing on said Consolidated Mortgage Bonds, and secondly to the reimbursement of the others of the said Railway Companies, parties to these presents, of such sums, if any, as may be due to them or any of them on account of any payment previously made towards interest as hereinafter provided for;

(*e*) That at least thirty (30) days prior to each date fixed for the payment of interest upon its said Consolidated

Mortgage Bonds outstanding, it will give notice in writing to the Michigan Central, the Canada Southern, the New York Central and the Canadian Pacific of the amount, if any, estimated as likely to be required to make up the deficiency in the net earnings of the Hamilton Company necessary to pay the interest falling due as aforesaid at the time of the interest payment next following upon the said Consolidated Mortgage Bonds then actually outstanding. The amount required shall be deposited with the Hamilton Company by the Michigan Central, the Canada Southern, the New York Central and the Canadian Pacific, not later than ten (10) days before the date at which the said interest payment next following matures; and the Hamilton Company shall apply the moneys so deposited, so far as they may be necessary, to the payment of said interest then about to fall due upon or on account of the said Consolidated Mortgage Bonds of the Hamilton Company. Provided that, if in respect of any period in respect of which the said moneys are deposited with the Hamilton Company, the moneys so deposited shall prove to be more than sufficient to meet the deficiency in the net earnings of the Hamilton Company to pay the said interest on account of which said deposit is made, then the Hamilton Company shall repay to the Michigan Central, the Canada Southern, the New York Central and the Canadian Pacific respectively, in proportion to the amount paid by each, any surplus remaining in its possession after the payment of said interest;

(*f*) That the Hamilton Company will, from time to time as may be desired, upon the request of the Michigan Central, the Canada Southern, the New York Central and the Canadian Pacific, cause to be executed its corporate negotiable bonds secured by mortgage upon its then owned or thereafter acquired railroad, property rights, and franchises, for the purpose of providing for the payment of the bonds to be issued or which may be issued under this agreement or for the retirement, renewal or substitution thereof, so that its bond issue as it may from time to time exist may be a continuing indebtedness to an amount not exceeding the aggregate of the bonds issued under this agreement.

ARTICLE SECOND.

The Canada Southern covenants that it will, so far as the same can be lawfully controlled by it, route or cause to be routed via the railroad of the Hamilton Company all freight and passenger traffic delivered to or received by it for transportation which is destined to any point reached

by the railroad of the Hamilton Company or its connections and not reached by the railroad of the Canada Southern or any railroad controlled, leased, or operated by it, excepting passenger and freight traffic from St. Thomas or any point west thereof destined to Toronto or any point beyond, and also excepting such traffic as would naturally be routed via some other line operated by or in connection with the Canada Southern.

ARTICLE THIRD.

(*a*) The Michigan Central covenants that it will, so far as the same can be lawfully controlled by it, route or cause to be routed via the railroad of the Hamilton Company all freight and passenger traffic delivered to or received by it for transportation which is destined to any point reached by the Hamilton Company's railroad or its connections and not reached by the railroad of the Michigan Central or any railroad controlled, leased or operated by it, excepting passenger and freight traffic from St. Thomas or any point west thereof destined to Toronto or any point beyond, and also excepting such traffic as would naturally be routed via some other line operated by or in connection with the Michigan Central;

(*b*) The Michigan Central also covenants with the Hamilton Company, the New York Central and the Canadian Pacific that, during the continuance of the said recited lease between the Canada Southern and the Michigan Central, it will observe, perform and fulfill all the covenants, agreements and obligations entered into by the Canada Southern in and by this agreement, and the Michigan Central hereby assumes every covenant, agreement and obligation of the Canada Southern in addition to its own covenants, agreements and obligations in and under this agreement during the continuance of the said lease between the Canada Southern and the Michigan Central; it being agreed between all the parties hereto that during the continuance of the said lease the Canada Southern and the Michigan Central shall, for the purposes of this agreement, be regarded as being but one Company under the name of the Michigan Central.

ARTICLE FOURTH.

The New York Central covenants that it will, so far as the same can be lawfully controlled by it, route or cause to be routed via the railroad of the Hamilton Company all freight and passenger traffic delivered to or received by it for transportation which originates at or

east of Cleveland and is destined to any point in Ontario east of Lake Huron and west of Sharbot Lake not reached by the Canada Southern or its leased or operated lines but reached by the railroad of the Hamilton Company or its connections, and excepting such traffic as would naturally be routed via some other line operated by or in connection with the New York Central.

ARTICLE FIFTH.

The Canadian Pacific covenants that it will, so far as the same can be lawfully controlled by it, route or cause to be routed via the railroad of the Hamilton Company all freight and passenger traffic delivered to or received by it for transportation which is destined to any point reached by the railroad of the Hamilton Company or its connections, excepting passenger and freight traffic destined to Brantford, St. Thomas and points west thereof, and also excepting such traffic as would naturally be routed via some other line operated by or in connection with the Canadian Pacific.

ARTICLE SIXTH.

The Michigan Central, the Canada Southern, the New York Central and the Canadian Pacific jointly and severally covenant with the Hamilton Company as follows that is to say:

(*a*) That when and so often as the Hamilton Company shall be unable to provide for the payment of any of the interest, when due, on or in respect of its said Consolidated Mortgage Bonds, and shall give the notice required under the provisions hereof to the other Railway Companies, parties hereto, they will pay the amount thereof to the Hamilton Company for the benefit of the holder or holders for the time being of the said bonds, in accordance with the provisions of this agreement;

(*b*) That when and so often as any of the said Consolidated Mortgage Bonds are, with the consent of the said other Railway Companies, parties hereto, issued by the Hamilton Company as herein provided, the said other Railway Companies will jointly acquire the said bonds as and when issued upon such terms as may be mutually agreed;

(*c*) That, upon the acquisition by the said other Railway Companies of the said Consolidated Mortgage Bonds of the Hamilton Company, as in the preceding paragraph hereof provided, the same shall be disposed of for their joint account; and that, in order to negotiate and sell the

same to the best advantage, the said other Railway Companies will execute upon each of the bonds, as and when disposed of, their guaranty in the following form (or in such other form as they may agree upon) to wit:

"For value received, The Michigan Central Railroad Company, The Canada Southern Railway Company, The New York Central Railroad Company and The Canadian Pacific Railway Company do hereby jointly and severally guarantee the payment of the principal and interest of the within bond, according to its tenor, to the legal holder thereof.

Dated this day of , 191 .

THE MICHIGAN CENTRAL RAILROAD COMPANY,

By

Vice-President.

THE CANADA SOUTHERN RAILWAY COMPANY,

By

Vice-President.

THE NEW YORK CENTRAL RAILROAD COMPANY,

By

Vice-President.

THE CANADIAN PACIFIC RAILWAY COMPANY,

By

Vice-President."

(*d*) All coupons taken up by the said other Railway Companies, or any of them, shall, subject to the provisions of Article Eighth hereof, be held by them uncancelled and shall be stamped with the following words, namely:

"Paid by Company and held for its benefit under the terms of an agreement dated the first day of February, 1916, between The Toronto, Hamilton and Buffalo Railway Company and the Michigan Central Railroad Company and others."

(*e*) That such coupons taken up or interest paid by the said other Railway Companies, or by any of them, and the claim of the said other Railway Companies or any of

them for repayment of the coupons and interest taken up or paid by them, or by any of them, hereunder, shall remain in force as valid obligations of the Hamilton Company for the purpose of securing such repayment of the amount thereof to the said other Railway Companies as hereinbefore provided, and the Statute of limitations shall not bar the claim of the said other Railway Companies, or any of them, in respect thereof; but such coupons and all claims of the said other Railway Companies and each of them in respect of the coupons and interest taken up or paid by them or any of them, shall at all times and for all purposes be subject and subordinate, as to lien, rights and security, to the said Consolidated Mortgage Bonds and the coupons and claims for interest thereon (other than coupons and interest taken up or paid by the said other Railway Companies or any of them); and if not paid by the Hamilton Company under the provisions of Article Eighth hereof the same shall not be enforceable as against any property covered by said Consolidated Mortgage until the whole amount of the principal, coupons and interest of said Consolidated Mortgage Bonds (other than coupons and interest taken up or paid by the said other Railway Companies or any of them) shall have become due and shall have been paid.

ARTICLE SEVENTH.

The Michigan Central, the Canada Southern, the New York Central and the Canadian Pacific mutually covenant and agree each with the others of them and with each of the others of them as follows:

(*a*) That each of the said Companies will, to the full extent of its liability under the said guaranty, pay and make contribution in respect of any sum paid or payable under the said guaranty by and recoverable from any one or more of them claiming contribution exceeding in amount the proper share of it or them as hereinafter defined of the maximum common suretyship liability or of so much thereof as the said Companies respectively shall be ultimately liable for and required to pay under the provisions hereof;

(*b*) That the proportion payable by each of the said Companies by way of contribution towards the common liability under the said guaranty shall be as follows:

By the Michigan Central, fifteen (15) per cent.
By the Canada Southern, fifteen (15) per cent.
By the New York Central, twenty (20) per cent.
By the Canadian Pacific, fifty (50) per cent;

(*c*) That they will not, nor will any of them, during the continuance of this agreement sell their or any of their interest in or shares of the capital stock of the Hamilton Company or any part thereof, but will retain the same.

ARTICLE EIGHTH.

The Hamilton Company hereby covenants that all moneys paid by the Michigan Central, the Canada Southern, the New York Central and the Canadian Pacific, or any of them, in payment of interest on the said Consolidated Mortgage Bonds pursuant to Article Sixth of this Agreement shall become an indebtedness of the Hamilton Company to the Michigan Central, the Canada Southern, the New York Central and the Canadian Pacific respectively, as to the amount paid by each, drawing interest at the rate of five (5) per centum per annum, and said indebtedness with interest shall be paid out of the first future earnings of the Hamilton Company in excess of the fixed charges and operating expenses or working expenditure, and all of such future surplus earnings of the Hamilton Company, or as much thereof as may be necessary, shall be at once appropriated and used for the repayment of the sums so advanced and paid by the Michigan Central, the Canada Southern, the New York Central and the Canadian Pacific respectively, as hereinbefore provided. No dividend shall be declared or paid on the capital stock of the Hamilton Company until the whole of the advances which shall have been previously made as aforesaid by the Michigan Central, the Canada Southern, the New York Central and the Canadian Pacific, or by any of them, with interest thereon as hereinbefore provided, shall have been repaid.

ARTICLE NINTH.

It is mutually convenanted and agreed between the said Railway Companies as follows:

(*a*) That nothing in this agreement shall be construed to preclude the Michigan Central, the Canada Southern, the New York Central or the Canadian Pacific from joining with any other railway company in naming or making divisions of through rates for freight and passenger traffic to and from points reached by the road of the Hamilton Company to or from which, by the terms of this agreement, the Michigan Central, the Canada Southern, the New York Central and the Canadian Pacific undertake respectively to route all traffic which they can respectively lawfully control in that regard, or from issuing or honouring through bills of lading or through tickets over said roads to or from

said above-mentioned points; nor shall anything in this agreement be construed to preclude the Hamilton Company from joining with any other railway company in making through rates for freight and passenger traffic to or from points reached by the roads of the said other Railway Companies, parties hereto, to or from which, by the terms of this agreement, the Hamilton Company undertakes to route all traffic which it can lawfully control in that regard, or from issuing or honouring through tickets over said other roads to or from said above-mentioned points;

(*b*) That such freight and passenger train service shall at all times be maintained by the Michigan Central, the Canada Southern, the Canadian Pacific and the Hamilton Company as will afford transportation without change of cars or unreasonable delay between Toronto and Suspension Bridge and Buffalo, except that so far as such service shall be upon and over the lines of the New York Central, the same must be with the consent and approval of the New York Central;

(*c*) That the joint tolls, rates and fares charged by the Railway Companies, parties to this agreement, or any of them, for the transportation of passengers and property interchanged as aforesaid between the road of the Hamilton Company and the several roads of the said other Railway Companies shall, during the continuance of this agreement, be divided between the Hamilton Company and the Michigan Central, the Canada Southern, the New York Central and the Canadian Pacific, respectively, entitled thereto, in such proportions as are now or as shall hereafter from time to time be agreed upon by all said Railway Companies, parties hereto;

(*d*) That nothing in this agreement shall be construed to preclude the Hamilton Company, the Michigan Central, the Canada Southern, the New York Central or the Canadian Pacific from constructing new lines of railway or extending their existing railways or the railways leased or operated by them or any of them;

(*e*) That this agreement shall be binding upon the said Railway Companies, parties hereto, for the term of twenty-one (21) years from the date hereof, and for the further period of twenty-nine (29) years (making in all fifty (50) years), if the said Railway Companies, parties hereto, are or shall become authorized to enter into such agreement for said fifty (50) years, insofar as the laws of Canada can authorize them, and inasmuch as doubts have arisen as to the power to contract beyond the period of twenty-one (21) years under the present laws of Canada, the said Railway Companies, parties hereto, hereby agree to forthwith

join in an application to the Parliament of the Dominion of Canada for an Act authorizing the same, and upon the passage of such Act and upon getting such further approval, if any, as may be necessary, such agreement so far as it may be pursuant to that Act shall be binding upon all the said Railway Companies, parties hereto, for the said period of fifty (50) years.

ARTICLE TENTH.

This agreement shall be subject to the laws of the Dominion of Canada, the United States of America, or any of the States thereof, from time to time enacted, or any rules or regulations of any competent authority existing by virtue of such laws, so far as such laws, rules or regulations may be applicable thereto.

ARTICLE ELEVENTH.

Nothing in this agreement contained shall alter, vary or impair the provisions of the said July Agreement while any of the bonds under the said indenture of mortgage dated the first day of June, 1896, are outstanding, and when all the bonds secured by said indenture of mortgage shall have been paid and said indenture of mortgage shall have been satisfied and discharged, then the said July Agreement shall be terminated and cancelled.

In witness whereof, the parties hereto have duly executed eight (8) originals of this agreement under their respective corporate seals, and by the hands of their respective Presidents or Vice-Presidents, and attested or countersigned by their respective Secretaries or Assistant-Secretaries, as of the day and year first above written.

THE TORONTO, HAMILTON AND BUFFALO RAILWAY COMPANY,

By

Attest: *President.*

Secretary.

THE MICHIGAN CENTRAL RAILROAD COMPANY,

By

Attest: *President.*

Secretary.

THE CANADA SOUTHERN RAILWAY COMPANY,

By

Attest: *President.*

Secretary.

THE NEW YORK CENTRAL RAILROAD COMPANY,

By

Attest: *President.*

Secretary.

THE CANADIAN PACIFIC RAILWAY COMPANY,

By

Attest: *President.*

Secretary.

32.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 32.

An Act respecting The Toronto, Hamilton and Buffalo Railway Company.

(Reprinted as proposed to be amended in the Railway Committee.)

(PRIVATE BILL.)

MR. STEWART.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 32.

An Act respecting The Toronto, Hamilton and Buffalo Railway Company.

WHEREAS The Toronto, Hamilton and Buffalo Railway Company, hereinafter called "the Company," has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1891, c. 86; 1893, c. 62; 1895, c., 66; 1896, (1), c. 39; 1903, c. 197; 1905, c. 165; 1915, c. 57.

1. The Company may at any time make and enter into agreements or arrangements with The Canada Southern Railway Company, The Michigan Central Railroad Company, The New York Central Railroad Company and The Canadian Pacific Railway Company, or with any of such companies, for any of the purposes specified in section three hundred and sixty-four of the *Railway Act;* and such agreements or arrangements may be for a term not exceeding fifty years. Traffic agreements with other companies.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 32.

An Act respecting The Toronto, Hamilton and Buffalo Railway Company.

First reading, February 10, 1916.

(PRIVATE BILL.)

MR. STEWART.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 33.

An Act to amend The Bank Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1913, c. 9. 1915, c. 1.

1. Subsection twelve of section eighty-eight of *The Bank Act* as enacted by section one of chapter one of the statutes of 1915 is repealed. Limit of time for loans for seed grain repealed.

2. Section eighty-eight of *The Bank Act* is further amended by adding thereto the following subsections:—

"12. The Bank may lend money to farmers and those engaged in stock raising upon the security of their live stock. "Live stock," for the purposes of this subsection and of subsections thirteen to sixteen, both inclusive, means horses and their progeny, bulls and cows and their progeny, swine and sheep. Bank may lend on security of live stock.

"13. The security agreement may be made in the form of a bill of sale or chattel mortgage, or, in any province where no provision exists in the laws of the province for the filing or other registration of bills of sale or chattel mortgages, then in the form H in the schedule to this Act or in a form to like effect. Form of security agreement.

"14. Such security agreement shall be filed or otherwise registered in accordance with, and shall be subject to the laws relating to bills of sale or chattel mortgages, as the case may be, that are in force in the province in which the live stock included in such security agreement are situate. Agreement to be registered

"15. In any province where no provision exists under the laws of the province for the filing or other registration of bills of sale or chattel mortgages a memorandum of such security agreement shall be published in the official Gazette of such province, within thirty days after the execution thereof and if such memorandum is not so published the security agreement shall be null and void. Publication where agreement cannot be registered

Such memorandum shall be in the form I in the schedule to this Act, or to the like effect.

Enforcement when form H used.

"16. A security agreement in form H may be enforced by civil action in any court of competent jurisdiction."

SCHEDULE.

Form H.

In consideration of an advance of.....dollars, made by the.....Bank to A. B., for which the said Bank holds the following bills or notes (*describe the bills or notes, if any*) [*or*, in consideration of the discounting of the following bills or notes by the.....Bank for A. B. (*describe the bills or notes*)], and, inasmuch as the said advance (*or* the said discounting, *as the case may be*) is made upon the security of the following live stock:

the said live stock are hereby assigned to the said Bank as security for the payment, on or before the..... day of.....of the said advance together with interest at the rate of.....per centum per annum from the .....day of..... (*or*, of the said bills or notes or renewals thereof or substitutions therefor, and interest thereon, *as the case may be*).

This security is given under the provisions of subsections twelve and thirteen of section eighty-eight of *The Bank Act*, and is subject to the provisions of the said Act.

Dated at.....

Form I.

Public notice is hereby given that a security agreement under subsections twelve and thirteen of section eighty-eight of *The Bank Act* was given on the..... day of.....by.....of .....to the Bank of..... for the sum of.....payable, with interest at the rate of.....per cent per annum, on the .....day of.....on the security of (*here describe live stock*).

Signed

.....

for the Bank of.....

6th Session, 12th Parliament 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 33.

An Act to amend The Bank Act.

First reading, February 10, 1916.

SIR THOMAS WHITE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 33.

An Act to amend The Bank Act.

(Reprinted as amended and reported by the Banking and Commerce Committee.)

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1913, c. 9; 1915, c. 1.

1. Subsection twelve of section eighty-eight of *The Bank Act* as enacted by section one of chapter one of the statutes of 1915 is repealed. Limit of time for loans for seed grain repealed.

2. Section eighty-eight of *The Bank Act* is further amended by adding thereto the following subsections:—

"12. The bank may lend money to a farmer and to any person engaged in stock raising upon the security of his live stock. "Live stock," for the purposes of this subsection and of subsections thirteen to twenty, both inclusive, means horses, bulls, cows, oxen, bullocks, steers, heifers and calves, sheep and swine and the offspring of any of such animals. Bank may lend on security of live stock.

"13. The security may, in the province in which the live stock are and in which statutes or ordinances are in force relating to bills of sale and chattel mortgages, or either of them, be taken in the form of a bill of sale or chattel mortgage, as the case may be, valid and lawful according to the laws in force in the province. Form of security agreement.

"14. Such bill of sale or chattel mortgage shall in accordance with the said statutes or ordinances be filed or registered, as the case may be, together with or accompanied by the proper affidavit or affidavits called for in that behalf by the said statutes or ordinances. Agreement to be registered.

"15. Such bill of sale or chattel mortgage, and the taking of such security, and the respective rights and Securities, rights and privileges

subject to provincial law.

privileges of the bank on the one hand and the grantor or mortgagor on the other shall be subject to the provisions of the said statutes or ordinances and to all other laws affecting bills of sale or chattel mortgages and the terms and conditions thereof in force in the province in which the live stock mentioned in the bill of sale or chattel mortgage are.

Form of security if no provincial law.

"16. In any province in which there are no statutes or ordinances in force relating to bills of sale or chattel mortgages, and to their filing or registration, then in such case the security may, as respects live stock which are in that province, be taken in the form "H" in the Schedule to this Act or in a form to the like effect.

Publication in such cases.

"17. A memorandum of the security taken in the form "H" shall be published in the official Gazette of the province referred to in subsection sixteen next preceding, within thirty days after the execution thereof, and if such memorandum is not so published the security so taken shall, as against creditors of the grantor, and as against subsequent purchasers in good faith for valuable consideration, be null and void.

Form.

"18. Such memorandum shall be in the form "I" in the Schedule to this Act, or to the like effect.

Entry, seizure and sale.

"19. The bank shall by virtue of the security taken under subsection sixteen of this section have full power, right and authority, if the bills or notes therein mentioned or described or any of them are not paid according to their tenor, to enter upon the premises upon which the live stock mentioned in the security are, to take possession of, seize and sell such live stock, or such part thereof as may be necessary to realize the amount due and payable, at public auction, not less than five days after notice of the time and place of such sale has appeared in a newspaper published in or nearest to the place where the sale is to be made.

Disposal of proceeds of sale.

"20. After all necessary and reasonable expenses in connection with such seizure and sale have been deducted the balance of the proceeds of the sale shall be applied in payment of the said bills or notes and the surplus if any returned to the grantor."

SCHEDULE.

Form H.

In consideration of an advance of.....dollars, made by the.....Bank to A. B., for which the said Bank holds the following bills or notes (*describe the bills or notes, if any*) [*or*, in consider-

ation of the discounting of the following bills or notes by the.....Bank for A. B. (*describe the bills or notes*), and, inasmuch as the said advance (*or* the said discounting, *as the case may be*) is made upon the security of the following live stock:

the said live stock are hereby assigned to the said Bank as security for the payment, on or before the..... day of.....of the said advance together with interest at the rate of.....per centum per annum from the .....day of..... (*or*, of the said bills or notes or renewals thereof or substitutions therefor, and interest thereon, *as the case may be*).

This security is given under the provisions of subsections twelve and sixteen of section eighty-eight of *The Bank Act*, and is subject to the provisions of the said Act.

Dated at.....

FORM I.

Public notice is hereby given that security under subsections twelve and sixteen of section eighty-eight of *The Bank Act* was given on the..... day of.....by.....of .....to the Bank of..... for the sum of.....payable, with interest at the rate of.....per cent per annum, on the .....day of.....on the security of (*here describe live stock*).

Signed

.....

for the Bank of.....

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 33.

An Act to amend the Bank Act.

(Reprinted as amended and reported by the Banking and Commerce Committee.)

SIR THOMAS WHITE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 34.

An Act to authorize certain extensions of time to Insurance Companies.

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

Extension of time for applying for license.

1. Any insurance company whose power to apply for a license under the provisions of *The Insurance Act, 1910*, will expire before the end of the next session of Parliament, may obtain an extension of such power until the end of the next session of Parliament by filing a notice with the Superintendent of Insurance in form 1 of the schedule to this Act within two months after the passing of this Act, and paying to the said Superintendent a fee of one hundred dollars.

Publication of list of companies.

2. A list of all companies obtaining extensions under the provisions of this Act shall be published in the prefix to the first volume of the annual statutes of Canada published thereafter.

SCHEDULE.

I.

To the Superintendent of Insurance:

Notice is hereby given that the (*here insert name of company*) will take advantage of the extension of time authorized by chapter.....of the statutes of 1916, for applying for a license under *The Insurance Act, 1910.*

Dated at.....this.....day of ..... A.D. 1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 34.

An Act to authorize certain extensions of time to Insurance Companies.

First reading, February 10, 1916.

Sir Thomas White.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 35.

An Act respecting the investments of Life Insurance Companies.

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

Short title.

1. This Act may be cited as *The Life Insurance Companies Investment Act, 1916.*

Definitions.

2. In this Act, unless the context otherwise requires—

(*a*) "company" includes any corporation or any society or association, incorporated or unincorporated, or any partnership carrying on the business of insurance;

(*b*) "Canadian Company" means a company incorporated or legally formed in Canada for the purpose of carrying on the business of insurance, and which has its head office in Canada;

(*c*) "net ledger assets" of a company means the net ledger assets as shown by the annual statement deposited by the company in the Department of Insurance in pursuance of section thirty-one of *The Insurance Act, 1910;*

(*d*) "securities of Canada" means and includes debentures, debenture stock, bonds or other securities of Canada payable only in the currency of Canada.

Investment in securities of Canada required on 31st December, 1916.

3. On or before the thirty-first day of December, one thousand nine hundred and sixteen, every Canadian company licensed under *The Insurance Act, 1910,* to transact the business of life insurance shall invest in, and, on the said thirty-first day of December, shall hold and own, securities of Canada to the amount of not less than fifty per cent of the increase in the net ledger assets of such company during the year one thousand nine hundred and

fifteen after deducting from such increase (*a*) the amount of increase during the said year in the actuarial reserves held by the company in respect of its policies in force outside of Canada, and (*b*) the amount of increase during the said year in loans, liens and premium obligations on its policies in force in Canada.

Investment in securities of Canada required on on 31st December, 1917.

4. On or before the thirty-first day of December, one thousand nine hundred and seventeen, every such Canadian company shall invest in, and, on the said thirty-first day of December, shall hold and own, securities of Canada to an amount of not less than fifty per cent of the increase in the net ledger assets of such company during the period of two years ending the thirty-first day of December, one thousand nine hundred and sixteen after deducting from such increase (*a*) the amount of increase during the said period in the actuarial reserves held by the company in respect of its policies in force outside of Canada, and (*b*) the amount of increase during the said period in loans, liens and premium obligations on its policies in force in Canada.

Deposits of other than Canadian companies must be in securities of Canada.

5. After the fifteenth day of February, one thousand nine hundred and sixteen, any deposit of securities in respect of the business of life insurance required or permitted by *The Insurance Act, 1910*, to be made prior to the first day of January, one thousand nine hundred and eighteen, with the Receiver General or with a Canadian Trustee or Trustees appointed under and for the purposes of the said Act by any company licensed under the said Act to transact the business of life insurance in Canada other than a Canadian company shall consist of securities of Canada.

Penalty.

6. The Minister of Finance shall have power to cancel the license of any company failing to comply with any of the provisions of this Act.

35.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 35.

An Act respecting the investments of Life Insurance Companies.

First reading, February 17, 1916.

SIR THOMAS WHITE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 36.

An Act respecting The Joliette and Lake Manuan Colonization Railway Company.

WHEREAS The Joliette and Lake Manuan Colonization Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1903, c. 135; 1905, c. 111; 1909, c. 93; 1911, c. 100; 1914, c. 91.

Extension of time for construction.

1. The Joliette and Lake Manuan Colonization Railway Company, hereinafter called "the Company," may, within two years after the passing of this Act, commence the construction of a railway from the town of Joliette, in the province of Quebec, following a northerly direction as far as Sainte Emelie de l'Energie in the electoral district of Joliette, thence following a north by northwesterly direction as far as St. Michel des Saints in the electoral district of Berthier, and thence to a point near Lake Manuan in the said province; and an extension of the said railway from the town of Joliette southerly through the south eastern part of the county of Montcalm, thence southerly through the county of L'Assomption, thence southerly through the county of Hochelaga into the city of Montreal, as authorized by section eight of chapter one hundred and thirty-five of the statutes of 1903, and by section one of chapter one hundred of the statutes of 1911, and expend fifteen per cent of its capital stock thereon, and may, within five years after the passing of this Act, complete and put in operation the said railway and extension; and if, within the said periods respectively, the said railway and extension are not so commenced and such expenditure is not so made, or the said railway and extension are not completed and put in operation, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said railway and extension as then remains uncompleted.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 36.

An Act respecting The Joliette and Lake Manuan Colonization Railway Company.

First reading, February 18, 1916.

(PRIVATE BILL.)

MR. GUILBAULT.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 37.

An Act to amend The White Phosphorus Matches Act.

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

Extension of time within which matches may be used.

1. Section thirteen of *The White Phosphorus Matches Act*, chapter twelve of the statutes of 1914, is repealed and the following is substituted therefor:—

"**13.** This Act shall come into force on the first day of January, one thousand nine hundred and fifteen, except section five thereof, which shall not come into force until the first day of July, one thousand nine hundred and sixteen: Provided, however, that the provision in the said section forbidding the use of any matches made with white phosphorus shall not come into force until the first day of January, one thousand nine hundred and seventeen."

Section 1 retroactive.

2. The provisions of this Act shall be held to have come into force on, from and after the first day of January, one thousand nine hundred and sixteen.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 37.

An Act to amend The White Phosphorus Matches Act.

First reading, February 22, 1916.

MR. CROTHERS.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 38.

An Act to amend the Criminal Code.

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

Bigamy.

1. The *Criminal Code*, chapter one hundred and forty-six of the Revised Statutes, 1906, is amended by inserting the following subsection immediately after subsection four of section three hundred and seven:—

Exception in case of marriage after divorce in foreign country.

"4A. No person formerly a resident of Canada shall be liable to be convicted for bigamy in respect of having gone through a form of marriage after obtaining a divorce in a foreign country: Provided (*a*) that such person had been a *bona fide* resident of such foreign country for at least one year before the proceedings were commenced for obtaining such divorce; (*b*) that such divorce was not granted on any false statement of facts; (*c*) that personal service of the process in such divorce proceedings was made upon the husband or wife, as the case may be, against whom the divorce was sought; and (*d*) that the second marriage did not take place for at least two years after the final decree or judgment awarding the divorce was given."

Conditions.

Adultery.

Exception on cohabitation after such divorce.

2. Neither of the persons who have gone through a form of marriage after they have or one of them has obtained a divorce in a foreign country under the conditions set out in subsection 4A and in the proviso thereto, and have thereafter cohabited together, shall be liable to any prosecution for adultery in respect of such cohabitation.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 38.

An Act to amend the Criminal Code.

First reading, February 23, 1916.

MR. MARTIN,
(Regina).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 46.

An Act respecting The Algoma Central and Hudson Bay Railway Company.

Preamble.

WHEREAS The Algoma Central and Hudson Bay Railway Company, a company duly incorporated by special Act of the Parliament of Canada, has constructed a line of railway from Sault Ste. Marie in the province of Ontario, to Hearst on the National Transcontinental Railway, and a branch line thereof running southwesterly to Michipicoten Harbour, in the province of Ontario; And whereas the said Railway Company executed and delivered a mortgage and deed of trust dated the first day of July, one thousand nine hundred and ten, to the United States Mortgage and Trust Company as trustee, of all its assets, property and franchises, present and hereafter acquired, to secure an issue of first mortgage five per cent fifty-year gold bonds, and under and pursuant to the said mortgage and deed of trust the said company issued and there are now outstanding first mortage bonds to the amount of ten million and eighty thousand dollars; And whereas the said Railway Company executed and delivered a further mortgage and deed of trust dated the fourteenth day of August, one thousand nine hundred and fourteen to secure its second mortgage six per cent fifty-year gold bonds, and under and pursuant to the said mortgage and deed of trust the said company issued, and there are now outstanding second mortgage bonds to the amount of one million dollars as collateral security for a debt of three hundred and eighteen thousand seven hundred and eighty-four dollars and fourteen cents; And whereas by certain instruments of sale and transfer dated the first day of November, one thousand nine hundred and twelve, the said Railway Company sold and conveyed certain lands and premises, buildings, machinery, plant and equipment, of the said Railway Company to Algoma

1899, c. 50; 1900, c. 49; 1901, c. 46; 1902, c. 38; 1905, c. 53; 1906, c. 54; 1907, c. 57; 1909, c. 40; 1910, c. 65; 1911, c. 34.

Central Terminals, Limited, a company duly incorporated under the *Companies Act* of the Dominion of Canada; And whereas the United States Mortgage and Trust Company, as trustee under the said mortgage and deed of trust dated the first day of July, one thousand nine hundred and ten, by an instrument of release dated the first day of November, one thousand nine hundred and twelve, (a true copy of which, containing a full description of the said properties, is on file in the department of the Secretary of State of Canada), released the said property so sold from the lien and charge of the said mortgage and deed of trust upon receiving the purchase money thereof and pursuant to the provisions of the said mortgage and deed of trust the said purchase money was expended in completing the construction of the said railway and in additions thereto and betterments thereof; And whereas the said Algoma Central Terminals, Limited, leased the said lands and premises, buildings, machinery, plant and equipment so purchased, and other lands and property owned by it, as well as all after acquired property to The Algoma Central and Hudson Bay Railway Company for terminal facilities for a period of nine hundred and ninety-nine years upon the terms and conditions set forth in a lease bearing date the said first day of November, one thousand nine hundred and twelve, a true copy of which is on fyle in the department of the Secretary of State of Canada; And whereas the said Algoma Central Terminals, Limited, executed and delivered to the United States Mortgage and Trust Company, as trustee, a mortgage and deed of trust dated the first day of November, one thousand nine hundred and twelve, of all its property to secure an issue of first mortgage five per cent fifty-year gold bonds and under and pursuant to the said mortgage and deed of trust the said company issued and there are now outstanding first mortgage bonds to the amount of four million nine hundred and ninety-nine thousand five hundred and twenty-six dollars and sixty-six cents; And whereas The Lake Superior Corporation has guaranteed the due payment of the principal and interest of the bonds of the said Railway Company and Terminals Company, respectively; And whereas the said Railway Company has made default in payment of the interest due upon the said bonds and by an order of the Exchequer Court of Canada dated the twentieth day of February, one thousand nine hundred and fifteen, made in an action wherein the said United States Mortgage and Trust Company as trustee for said bondholders of The Algoma Central and Hudson Bay Railway Com-

pany, is plaintiff, and The Algoma Central and Hudson Bay Railway Company and The Lake Superior Corporation are defendants, Thomas John Kennedy and Vivian Harcourt were appointed receivers and managers of the said Railway and the said Railway is now in the hands of the said receivers and managers who are operating the same; And whereas the said Railway Company has made default in paying the rental due under the said lease and the said Algoma Central Terminals, Limited, has in turn made default in payment of the interest on its bonds; And whereas by an order of the Supreme Court of Ontario and dated the seventh day of May, one thousand nine hundred and fifteen, made in an action wherein the said United States Mortgage and Trust Company, as trustee for the bondholders of the said Algoma Central Terminals, Limited, is plaintiff, and the said Algoma Central Terminals, Limited, and The Lake Superior Corporation are defendants, Mr. D. McK. McClelland was duly appointed receiver of the said Terminals Company, and the said D. McK. McClelland is now in possession of the said property as such receiver; And whereas questions have arisen as to the said instruments of sale and transfer, the said release and the said lease, all dated the first day of November, one thousand nine hundred and twelve, and as to the respective rights of the said Railway Company and the said Terminals Company and their respective bondholders in reference thereto; And whereas a Scheme of Arrangement and compromise has been prepared by and between the said companies and the bondholders and stockholders thereof, with a view to the settlement of all outstanding questions between the said companies and the reorganization of the said Railway Company and the discharge of the receivers thereof, thereby enabling the said companies to continue their operations and discharge their obligations; And whereas the said Scheme of Arrangement has been approved by the bondholders of the said Railway Company and the said Terminals Company, respectively, by extraordinary resolutions passed at meetings of such bondholders summoned and held pursuant to the provisions of the trust deeds securing the Railway and Terminals bonds and by the stockholders of the said Companies, respectively, in the manner authorized and provided by the *Railway Act* and the *Companies Act*, respectively, and by the Exchequer Court of Canada and the Supreme Court of Ontario, respectively; And whereas the said Railway Company and the receivers thereof have petitioned that the said Scheme should be ratified and confirmed by Act of the Parliament of Canada, and prayed that it be enacted

as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Scheme of Arrangement ratified.

1. The Scheme of Arrangement set out in the Schedule to this Act is hereby ratified and confirmed and declared to be valid and binding upon The Algoma Central and Hudson Bay Railway Company, Algoma Central Terminals, Limited, and the shareholders and bondholders of the said companies, respectively, and all other persons directly or indirectly affected thereby in all respects whatsoever as if the said Scheme of Arrangement and each and every clause thereof were set out at length and enacted in this Act, and the said companies are hereby authorized and empowered to do and perform all acts, matters and things necessary to give full effect to the said Scheme of Arrangement.

Powers of Railway Commissioners continued.

R.S., c. 37.

2. Nothing in this Act contained shall be deemed in any way to impair or restrict the powers of the Board of Railway Commissioners for Canada, and all the provisions of the *Railway Act* now applying to the said The Algoma Central and Hudson Bay Railway Company and its railway and undertaking and not inconsistent with the provisions of this Act shall continue to apply to the same.

SCHEDULE.

THE ALGOMA CENTRAL AND HUDSON BAY RAILWAY COMPANY.

ALGOMA CENTRAL TERMINALS, LIMITED.

(*Incorporated under the Laws of Canada.*)

SCHEME OF ARRANGEMENT.

Preliminary.

1. The capital of The Algoma Central and Hudson Bay Railway Company (hereinafter referred to as the Railway Company) is as follows:

Funded Debt.

5 per cent First Mortage 50-Year Gold Bonds ($10,080,000)	£	2,074,060

(Part of a larger authorized issue secured by Trust Deed dated 1st July, 1910, in favour of United States Mortgage and Trust Company. Guaranteed as to principal and interest by The Lake Superior Corporation).

6 per cent. Second Mortgage 50-Year Gold Bonds.....$ 1,000,000
(All held by the Lake Superior Corporation as collateral security for a debt of $318-744.13).

Equipment Trust Bonds..... 519,000
(Payable by half-yearly instalments with interest over a period of 7 years).

Share Capital.

5 per cent. Non-Cumulative Preference Stock$ 5,000,000
(Held by the public).

Common Stock.....$ 5,000,000
(Held by The Lake Superior Corporation).

2. The Capital of the Algoma Central Terminals, Limited (hereinafter referred to as the Terminals Company), is as follows:—

Funded Debt.

5 Per Cent. First Mortgage 50-Year Gold Bonds.....$4,999,526.66£ 1,028,709
(Part of a larger authorized issue secured by Trust Deed dated 1st November, 1912, in favour of United States Mortgage and Trust Company. Guaranteed as to principal and interest by The Lake Superior Corporation).

Share Capital

Common Stock.....$ 100,000
(All held by the Railway Company or its nominees.)

3. The 5 per cent. First Mortgage 50-Year Gold Bonds of the Railway Company (hereinafter referred to as the Railway Bonds) and the Bonds of the Terminals Company are guaranteed as to principal and interest by the Lake Superior Corporation.

4. In the year 1912 the Railway Company sold to the Terminals Company certain properties. By a lease dated 1st November, 1912, (hereinafter referred to as the said lease) the Terminals Company leased to the Railway Company all the property of the Terminals Company, present and future and real, personal or mixed, for 999 years from the 1st November, 1912, at a rent calculated to pay the interest and Sinking Fund on the Terminal Bonds and all taxes and assessments and the administration expenses of the Terminals Company. No rent has been paid under the Lease since the 1st August, 1914.

5. The Bonds of the Terminals Company are secured by a Mortgage upon the terminal facilities leased to the Railway Company and upon $900,000 of 5 per cent First Mortgage Bonds and 993 shares of the par value of $100 each of the Algoma Eastern Terminals, Limited, which Bonds and Stock are held by the United States Mortgage and Trust Company (hereinafter referred to as the Trust Company) as Trustee under the Trust Deed securing the Terminals Bonds. The sum of $983,700 (£202,400) the property of the Terminals Company, is held at the joint credit of the Receiver of the Terminals Conpany and the Accountant of the Supreme Court of Ontario, subject to the Order of the Court in the Terminals Receivership.

6. In December, 1914, the Railway Company made default in payment of the interest on the Railway Bonds and in February, 1915, the Terminals Company also made default in payment of the interest on its Bonds. The Lake Superior Corporation is unable to meet its guarantee of the interest on either series of Bonds. In February, 1915, Messrs T. J. Kennedy and Vivian Harcourt were appointed Joint Receivers of the Railway Company's undertaking by the Exchequer Court in Canada, and in May, 1915, Mr. D. McClelland was appointed Receiver of the Terminals Company's undertaking by the Supreme Court of Ontario.

7. The question having arisen as to the respective rights of the Railway Company and the Terminals Company and their respective Bondholders under the said Lease and otherwise, the following Scheme of Arrangement and Compromise has been prepared with a view to the settlement of all outstanding questions and the discharge of the said Receivers.

SCHEME.

1. The Committee hereinafter referred to as the Bondholders' Committee is hereby constituted to consist of not exceeding five members. The first members shall be Messrs C. B. B. Smith-Bingham and J. C. Dalton, representing

the Railway Bondholders, and Messrs A. F. P. Roger and Andrew Williamson, representing the Terminal Bondholders. The members for the time being of the Bondholders' Committee shall have power to fill vacancies in their number or to elect additional members provided that the total number of members shall not at any time exceed five. The Bondholders' Committee may also employ and pay experts. Three members shall form a quorum with power to act for all purposes and all questions shall be decided by a majority of votes at a duly constituted meeting. Save as aforesaid, the Bondholders' Committee may regulate its own procedure. By extraordinary resolutions of both the Railway and Terminal Bondholders passed at meetings of such Bondholders pursuant to the provisions of the Trust Deeds securing the said bonds, any member of the Bondholders' Committee may be removed and another person may be appointed in his stead.

2. All moneys representing the unexpended balance of the proceeds of the Terminal Bonds with the accumulated interest thereon and other capital moneys of the Terminals Company shall be paid over to the Bondholders' Committee who may permit the Railway Company to apply such moneys for the development of the properties of the Railway Company and the Terminals Company, for the payment of the liabilities of the said Companies or either of them, for working capital of the Railway Company and generally for such other purposes as the Committee may in its discretion approve. All such moneys so applied for the benefit of the Railway Company shall be treated as an unsecured loan by the Terminals Company to the Railway Company and such loan shall not carry interest. All moneys representing income of the Terminals Company, whether subject to the charge to secure the Terminal Bonds or not, shall be paid over to the Railway Company.

3. As soon as practicable after this Scheme has become effective there shall be paid to the Terminal Bondholders interest at the rate of 3 per cent. per annum for the period from the first of August, 1914, to the 1st August, 1915, on account of the interest due in respect of the said period. The Railway Company shall, as a payment on account of the rent payable under the said Lease, pay to the Terminals Company such a sum as shall be necessary to enable the Terminals Company to make the said payment of interest.

4. Subject as aforesaid the interest on the Railway Bonds as from 1st June, 1914, and the interest on the Terminal Bonds as from the 1st August, 1914, and the Sinking Fund on the Terminal Bonds as from its commencement shall only be payable if and to the extent that the joint net

earnings of the Railway Company and Terminals Company (hereinafter referred to as the joint net earnings) are sufficient to pay the same, provided always that after the 1st August, 1921, 1½ per cent shall be paid upon the Terminal Bonds in each half year, whether or not the joint net earnings are sufficient to pay the same, and provided also that any part of the interest on the Railway Bonds and the Terminal Bonds not paid in any year shall be cumulative and shall be paid out of the joint net earnings of subsequent years as hereafter provided.

5. As from the 1st June, 1914, the joint net earnings in each year shall be applied to the following purposes in the following order of priority:—

(A) In paying to the Terminal Bondholders interest at the rate of 3 per cent per annum on the Terminal Bonds for the year in question and interest at the like rate for any preceding year or years so far as interest thereon to that amount shall not have been paid in respect of any such preceding year or years and in recouping to capital account any amounts expended out of capital after the 1st August, 1921, in payment of such interest.

(B) In paying interest up to 2 per cent per annum for the year in question to the Railway Bondholders and interest up to a further 2 per cent per annum for the year in question to the Terminal Bondholders on their respective holdings of Railway and Terminal Bonds pari passu as if they were one class of Bonds.

(C) In paying interest up to a further 3 per cent per annum for the year in question to the Railway Bondholders on their Railway Bonds.

(D) In paying to the Railway Bondholders and the Terminal Bondholders any arrears of interest up to 5 per cent per annum on their respective holdings of Railway and Terminal Bonds pari passu in proportion to the amount of the outstanding arrears on each issue.

(E) In providing the Sinking Fund for the Terminal Bonds for the year in question.

(F) In paying to the holders, of the Railway Bonds further interest up to 1 per cent. per annum for the year in question and to the holders of the Terminal Bonds further interest up to ½ per cent per annum for the year in question pari passu, as if they were one class of Bonds. Provided always that with approval of the Bondholders Committee any part of the joint net earnings not exceeding 1 per cent on the total amount of the Railway and Terminal Bonds outstanding may be carried forward to the following year instead of being applied as aforesaid.

6. No interest or sinking fund shall be paid in respect of any issues of Bonds or other securities of the Railway Company ranking after the Railway Bonds and no dividends shall be paid on any of the shares of the Railway Company in respect of any year unless and until there shall have been paid all the payments provided for by Clause 5 hereof.

7. The guarantee by the Lake Superior Corporation of the principal and interest of the Railway Bonds and Terminal Bonds shall remain in full force and effect notwithstanding this Scheme and the Lake Superior Corporation shall not be entitled to set up in answer to a claim under the said guarantee that the interest on the said Bonds is under this Scheme as between the Bondholders and the Railway and Terminals Companies only payable if and to the extent that the joint net earnings of the Companies may be sufficient to pay the same, but no holder of Railway Bonds or of Terminal Bonds shall be entitled so long as the Bondholders' Committee remains in existence to take any steps to enforce the guarantee endorsed upon his Bonds without the written consent of the Bondholders' Committee or the sanction of Extraordinary Resolutions of both the Railway and Terminal Bondholders passed at meetings of such Bondholders pursuant to the provisions of the Trust Deeds securing the said Bonds.

8. Each $100 Preference share of the Railway Company shall be reduced to $40 by writing off 60 per cent of the face value thereof and so reducing both the nominal value of and the total amount paid up on the existing shares of preference stock from $5,000,000 to $2,000,000. The capital of the Railway Company shall be increased by the creation of $3,000,000 of new 5 per cent non-cumulative Preference Stock divided into shares of $40 each ranking pari passu in all respects with the existing preference stock as so reduced as aforesaid, but freed as regards voting rights and in all other respects from the terms of an Agreement dated the 1st May, 1910, and made between the Lake Superior Investment Company of the First Part and J. Frater Taylor and others of the second part.

The said $3,000,000 of new 5 per cent non-cumulative Preference Stock shall forthwith be issued as fully-paid and non-assessable to the Bondholders' Committee or their nominees to be dealt with as hereinafter mentioned in consideration of the Railway and Terminal Bondholders consenting to this Scheme. The said Preference Stock to be issued to the Bondholders' Committee as aforesaid shall be distributed by them as to three-fourths of such Preference Stock amongst the Railway Bondholders and

as to the remaining one-fourth amongst the Terminal Bondholders pari passu in each case in proportion to their respective holdings, provided always that the Bondholders' Committee may in lieu of distributing the said shares amongst the said Bondholders cause the said shares to be vested in the Bondholders' Committee or their nominees as Trustees on such terms as the Bondholders Committee think advisable in the interests of the said Bondholders and may distribute amongst the said Bondholders Certificates issued by the Bondholders' Committee or their nominees.

9. The Railway Company shall procure that the Lake Superior Corporation (A) shall vest in the Bondholders' Committee or their nominees as Trustees the whole of the Common Stock of the Railway Company now held by the said Corporation (other than any shares necessary to qualify Directors and to preserve the corporate existence of the Railway Company) upon terms which will secure that the said Committee may exercise all voting and other rights and privileges incidental to the said shares so long as the said Committee shall remain in existence, but the said Trustee or Trustees shall subject thereto hold the said Common Stock upon trust for the Lake Superior Corporation; (B) shall surrender to the holders of the Preference Shares in the Railway Company the whole of the voting rights in respect of such shares which are now vested in the said Corporation; and (C) shall accept in full satisfaction of the debt of $318,744 and all accrued interest thereon now owing to them by the Railway Company and secured by the deposit of $1,000,000 Second Mortgage 50-Year Gold Bonds of the Railway Company Second Mortgage Bonds of the same issue to the nominal amount of $318,800 and shall deliver up to the Railway Company the remainder of such deposited Bonds for cancellation and shall submit to such modifications of the rights conferred by the Bonds so to be accepted by them as shall entitle them to the payment of interest thereon only in any year in which the earnings of the Railway Company shall enable it to pay such interest or some part thereof after satisfying the various payments provided for by Clauses 4 and 5 hereof and then only to the extent to which such earnings shall be sufficient to meet such interest and otherwise as may be required by the Bondholders' Committee to give effect to the spirit and intention of this scheme.

10. The $100,000 Common Stock of the Terminals Company now held by the Railway Company other than any shares required to qualify Directors or to preserve the corporate existence of the Terminals Company, shall be

transferred to and registered to the names of the Bondholders' Committee or their nominees as Trustees to the intent that such Committee may exercise all voting and other rights and privileges incidental thereto so long as the said Committee shall remain in existence, but the beneficial interest in the said shares shall remain vested in the Railway Company.

11. As soon as practicable after this Scheme has become effective the operation of the Railway and Terminals Companies' undertakings shall be placed in the hands of two Boards of Directors and a General Manager approved by the Bondholders' Committee, who shall also determine their remuneration and the respective Receivership actions shall be stayed and the Receivers shall be discharged and the Trust Company shall waive all then existing defaults under the Trust Deeds securing the Railway Bonds and the Terminal Bonds and the Trustee shall pay over to the Terminals Company all interest received by the Trustee during such default in respect of Algoma Eastern Terminals bonds or otherwise.

12. This Scheme shall not affect the rights of the holders of equipment trust bonds. The unsecured creditors of the Railway Company and of the Terminals Company shall be paid.

13. The expression "the joint net earnings" as used in this Scheme shall mean the gross earnings and receipts of the Railway Company and Terminals Company from all sources on Revenue Account as distinguished from Capital Account less all working expenditure as defined by the Railway Act of Canada and less the remuneration and expenses of the Bondholders' Committee under this Scheme and such sums for expenses, depreciation, contingencies or otherwise as the Bondholders' Committee may consider reasonable as a charge against the earnings of any year. The certificate of the Auditors approved by the Bondholders' Committee as to the joint net earnings of any year shall be conclusive.

14. The rights, powers and authorities of the Bondholders' Committee shall cease and determine when the principal and interest of the Railway Bonds and Terminal Bonds have been paid in full, and thereupon the Bondholders' Committee shall retransfer to the Railway Company the Common Stock of the Terminals Company referred to in Paragraph 10 hereof and to the Lake Superior Corporation the Common Stock of the Railway Company referred to in Paragraph 9 hereof.

15. The Bondholders' Committee shall have power at any time to require the Trust Company or other the Trustees for the time being of the Trust Deeds securing the Railway

and Terminal Bonds to convene meetings of such Bondholders for such purposes as the Committee may think necessary as provided in the Trust Deeds respectively.

16. The Railway Company shall pay the proper costs and remuneration of the Trust Company and the proper costs and remuneration of the respective Receivers of the Railway and Terminals Companies, and the Railway Company shall pay or provide to the satisfaction of the said Receivers for the liabilities of the Receivers, and the Railway Company shall also pay all the costs, charges and expenses incurred and to be incurred by the respective Committees which have been acting to protect the interests of the Railway and Terminals Bondholders and of all other parties of and incident to the preparation and carrying into effect of this Scheme. The certificate of the Bondholders' Committee as to the amount of any such costs, charges and expenses shall be conclusive.

17. All necessary documents shall be executed by the Trust Company, the Railway Company, the Terminals Company, the Lake Superior Corporation and any other parties, whether by way of modification or cancellation of existing documents or otherwise, for carrying this Scheme (with such modifications (if any) as may be approved by the Railway and Terminal Bondholders or as may be imposed by the Courts or Parliament of Canada) into effect and in particular the said Lease shall be varied so as to make the rent payable thereunder contingent upon the joint net earnings being sufficient to pay the same if and so far as the interest on the Terminal Bonds is to be so contingent hereunder and so as to provide that the unexpended balance of proceeds of Terminal Bonds shall be paid over to the Bondholders' Committee as provided in paragraph two of this Scheme, that the remedies of the Terminals Company under the said Lease in the event of default in payment of the rent shall not be exercised until such rent has been in default for six calendar months, subject to such modifications the said lease as on file in the office of the Secretary of State of the Dominion of Canada is approved and confirmed and acknowledged to be valid and binding upon the Railway and Terminal Companies. Upon this Scheme becoming effective each Railway and Terminal Bondholder shall when required by the Bondholders' Committee produce his Bonds and all unpaid coupons in order that his Bonds may be suitably endorsed and his coupons be exchanged for fresh coupons framed in accordance with this Scheme. Any document executed to give effect to this Scheme which is in a form approved by the Bondholders' Committee or any action

taken at the request of or with the approval of the Bondholders' Committee to carry outt he Scheme shall be deemed to be in order and to be in accordance with the provisions of this Scheme and the Trust Company and the Bondholders' Committee executing or approving any such document or taking any such action shall be protected from any liability to the Bondholders accordingly.

18. The instruments of sale and transfer made by the Railway Company to the Terminals Company of the lands and premises, buildings, machinery, plant and equipment at Sault Ste. Marie, Steelton and Michipicoten Harbour, Ontario, described in a certain instrument of release dated the first day of November, 1912, made by the United States Mortgage and Trust Company to Algoma Central Terminals, Limited, and The Algoma Central and Hudson Bay Railway Company of the said lands and premises, buildings, machinery, plant and equipment and the said release, a true copy of which is on file in the office of the Secretary of State for the Dominion of Canada are hereby approved, ratified and confirmed and acknowledged to be valid and binding upon the said Companies respectively.

19. The Bondholders' Committee shall be entitled to remuneration at the rate of £225 per annum for each member of such Committee for a period of three years from the first February, 1916, and after the expiration of the said three years the Bondholders' Committee shall be entitled to remuneration at the rate of £165 per annum for each member until the powers of the Committee cease as above provided and the Railway Company shall accordingly as part of its working expenditure pay such remuneration and also all the costs, charges and expenses of the Bondholders' Committee as certified by it from time to time. The said remuneration shall be divided amongst the members of the Bondholders' Committee as they may agree or, failing agreement, equally.

20. This Scheme shall become effective—

(*a*) When the same has been approved by the Railway and Terminal Bondholders by Extraordinary Resolutions passed at meetings of such Bondholders summoned and held pursuant to the provisions of the Trust Deeds securing the Railway and Terminal Bonds, and

(*b*) When the same has been assented to in writing by three-fourths in value of the preference shareholders of the Railway Company and approved by the Ordinary Shareholders of the Railway and Terminals Companies at special meetings of the said Companies respectively called for that purpose, and

(*c*) When an Act of the Parliament of Canada has been obtained confirming this Scheme.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 46.

An Act respecting The Algoma Central and Hudson Bay Railway Company.

First reading, February 29, 1916.

(PRIVATE BILL.)

Mr. Boyce.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 47.

An Act to amend the Railway Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1907, cc. 37, 38; 1908, cc. 18, 19, 60, 61, 62; 1909, cc. 31, 32; 1910, cc. 50, 57; 1911, c. 22; 1912, c. 24; 1913, c. 44; 1914, c. 50.

1. The *Railway Act*, chapter thirty-seven of the Revised Statutes, 1906, is amended by inserting the following section immediately after section three hundred and seventeen thereof:—

Facilities to be afforded for movement of grain from the Western Provinces.

"**317**A. If the company is unable or fails to provide sufficient facilities for the movement of grain from the Western Provinces to the elevators at the head of Lake Superior, or to destinations east thereof, after the close of navigation on the Great Lakes and before the next harvest, and grain in certain sections or districts cannot by reason thereof be marketed, the Board may require the said company to furnish all facilities within its powers for the carriage of such grain in such sections or districts to any intermediate point or points of interchange with another company or any terminal elevator, and there to make delivery thereof to such other company or companies or to such elevator for carriage by such other company or companies as the Board may direct; and the Board may require such other company or companies to transport such grain and supply the necessary cars and engines therefor, and the rates lawfully published and filed by the company in default and obtaining on its route shall apply over the joint route or routes so directed and shall be apportioned between the companies as the Board may direct."

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 47.

An Act to amend the Railway Act.

First reading, February 29, 1916.

Mr. Reid.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 48.

An Act to amend An Act to incorporate The Canadian Red Cross Society.

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

1. Section six of chapter sixty-eight of the statutes of 1909, An Act to incorporate The Canadian Red Cross Society, is repealed and the following section is substituted therefore:— 1909, c. 68.

"**6.** The governing body of the Society shall be a central council consisting of the past presidents of the Society, of not less than eighteen persons to be elected by the Society and of the members elected by the Provincial branches. Central Council, how constituted.

"2. It shall be the duty of the Central Council to organize branches in the various provinces of Canada under such rules as the Central Council or the Executive Committee may prescribe; and each such branch shall be entitled to elect one person to be a member of and represent it upon the Central Council. Provincial branches.

"3. All members of the Central Council who are hereafter elected shall each be elected for three years, and retiring members shall be eligible for re-election. Term to be three years.

"4. The members of the Central Council (including members elected by the Provincial branches) shall be elected at such times and under such rules as the Central Council or the Executive Committee may prescribe. Time, etc., for elections.

"5. There shall be an executive committee consisting of the past presidents of the Society and of not less than seven and not more than twelve persons appointed by the Central Council from its members, five of whom shall be a quorum. When the Central Council is not in session the Executive Committee shall have and exercise all the powers of the Central Council. Executive Committee.

Present Central Council, term of.

"6. The present members of the Central Council together with the past presidents shall be the Central Council and shall have all the powers herein conferred upon the Central Council until a new Central Council is elected. The next election of a Central Council shall be held at such time as may be fixed by the Central Council or the Executive Committee, but not later than three years from the date of the election of the present Central Council. If any additional Provincial Branch is organized before the next election of a Central Council such Branch may elect a person to be a member of the present Central Council."

48.

6th Session, 12th Parliament, 6 George V, 1916

HOUSE OF COMMONS OF CANADA.

BILL 48.

An Act to amend An Act to incorporate The Canadian Red Cross Society.

First reading, March 2, 1916.

SIR ROBERT BORDEN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA

BILL 54.

An Act to amend The Insurance Act, 1910.

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

1. *The Insurance Act, 1910*, is amended by inserting therein after section 126 the following:— 1910, c. 32; 1915, c. 5.

"**126A.** Any person holding a half-yearly or yearly renewable term policy shall, on making application in writing to the Company and on payment of the difference in premiums with interest at four per cent per annum compounded yearly, be entitled to select and receive in lieu of and in exchange therefor any level premium plan of policy issued by the Company. Conversion of renewable term policy to level premium policy.

"2. The Company shall on demand in writing, at its own expense, prepare and deliver to the applicant a statement showing the premiums chargeable under the level premium plan selected, and the premiums paid under such renewable term policy respectively, with interest computed as aforesaid in each case for and during the period of such renewable term policy up to the time fixed for adjustment in such statement. Statement of premiums payable.

"3. The Company shall, within three months after the date of making such application, issue and deliver to the holder of such renewable term policy, without further medical examination, a level premium policy on the same terms and conditions, and in effect the same in all respects as if it had been issued on the same date and in the room and stead of such renewable term policy." Policy to be issued within three months.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 54.

An Act to amend The Insurance Act, 1916.

First reading, March 9, 1916.

MR. BLAIN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 55.

An Act to amend the Winding-up Act.

R.S., c. 144, 1907, c. 51. 1908, cc. 10, 74, 75, 1910, c. 62, 1912, c. 24. 1915, c. 21.

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

Amendments consequent upon change of name of Court.

1. Subparagraph (i) of paragraph (e) of section two of the *Winding-up Act*, chapter one hundred and forty-four of the Revised Statutes, 1906, is repealed, and the following is substituted therefor:—

"(i) in the province of Ontario, the Supreme Court of Ontario."

2. Section one hundred and thirty-four of the said Act is amended by striking out the words "High Court of Justice" in the tenth line thereof and substituting therefor the words, "Supreme Court of Ontario."

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 55.

An Act to amend the Winding-up Act.

First reading, March 9, 1916.

MR. DOHERTY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 58.

An Act to amend The Canada Grain Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1912, c. 27; 1913, c. 21; 1914, c. 33; 1915, c. 10.

1. Section two hundred and seven of *The Canada Grain Act*, chapter twenty-seven of the statutes of 1912, is amended by adding thereto the following as paragraph (*e*) thereof:— Power of Board to order supply of cars.

"(*e*) Whenever after due examination the Board considers it necessary and advisable in order to relieve congestion and facilitate the despatch of grain."

58.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 58.

An Act to amend The Canada Grain Act.

First reading, March 10, 1916.

SIR GEORGE FOSTER.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 59.

An Act to amend The Vancouver Harbour Commissioners Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1913, c. 54 1914, c. 17.

1. Paragraph (t) of section nineteen of *The Vancouver Harbour Commissioners Act*, chapter fifty-four of the statutes of 1913, is repealed and the following is substituted therefor:— By-laws regarding harbour tolls, etc.

"(t) The imposition of tolls, rates, fees and dues on vessels entering, or lying within, the harbour; other than pilotage dues, sick mariners' dues and steamboat inspection fees."

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 59.

An Act to amend The Vancouver Harbour Commissioners Act.

First reading, March 10, 1916.

Mr. Hazen.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 60.

An Act to authorize the raising, by way of loan, of certain sums of money for the public service.

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

Short title.

1. This Act may be cited as *The Public Service Loan Act, 1916*.

Loans authorized.

2. The Governor in Council may, in addition to the sums now remaining unborrowed and negotiable of the loans authorized by Parliament by any Act heretofore passed, raise by way of loan, by the issue and sale or pledge of securities of Canada, in such form, for such separate sums, at such rate of interest and upon such other terms and conditions as the Governor in Council may approve, such sum or sums of money as may be required for—

(*a*) paying maturing loans and obligations of Canada;

(*b*) carrying on of public works authorized by Parliament; and

(*c*) meeting expenditures for general purposes authorized by Parliament.

Power to re-issue, sell or pledge securities.

3. When securities issued under this Act have been pledged as security for a loan, and the loan has been paid off and the pledge redeemed, the securities shall not be deemed to have been extinguished, but shall be deemed to be still alive, and may be re-issued and sold or pledged as if the former pledging had not taken place.

Charged to Consol. Rev. Fund.

4. The principal raised by way of loan under this Act and the interest thereon shall be charged upon and payable out of the Consolidated Revenue Fund.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 60.

An Act to authorize the raising, by way of loan, of certain sums of money for the public service.

First reading, March 16, 1916.

SIR THOMAS WHITE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 61.

An Act to amend The Customs Tariff, 1907.

1907, c. 11;
1909, c. 10;
1910, c. 16;
1911, c. 7;
1913, c. 15;
1914, c. 26;
1914 (2), c. 5;
1915, c. 3.

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

1. This Act may be cited as *The Customs Tariff Amendment Act, 1916*. Short title.

2. Schedule A of *The Customs Tariff, 1907*, is amended by striking out tariff items 92 and 267, the several enumerations of goods respectively, and the several rates of duties of Customs, if any, set opposite each of the said items, and by providing that the following items, enumerations and rates of duties be inserted in said Schedule A:— Schedule A amended.

Tariff Items.		British Preferential Tariff.	Intermediate Tariff.	General Tariff.
92	Apples per barrel.....	60 cents.	90 cents.	90 cents.
267	Oils, petroleum (not including crude petroleum imported to be refined or illuminating or lubricating oils), ·8235 specific gravity or heavier at 60 degrees temperature per gallon.....	⅓ cent.	½ cent.	½ cent.
267a	Crude petroleum in its natural state, ·7900 specific gravity or heavier at 60 degrees temperature, when imported by oil refiners to be refined in their own factories.....	5 p.c.	7½ p.c.	7½ p.c.

Provided, however, that the goods hereinbefore enumerated shall be exempt from the rates of duties of Customs specified in section three of *The Customs Tariff War Revenue Act, 1915*.

Commencement of Act.

3. This Act shall be deemed to have come into force on the sixteenth day of February, 1916, and to have applied to all goods mentioned in the preceding section, imported or taken out of warehouse for consumption on and after that day, and to have also applied to goods previously imported for which no entry for consumption was made before that day.

61.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 61.

An Act to amend The Customs Tariff, 1907.

First reading, March 16, 1916.

SIR THOMAS WHITE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Maiesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 65.

An Act to amend The Government Railways Small Claims Act, and Acts in amendment thereof.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1910, c. 26; 1913, c. 20; 1914, c. 9.

1. Chapter twenty-six of the Acts of 1910, intituled *The Government Railways Small Claims Act*, is hereby amended by adding thereto the following as section nine thereof:— Small claims Act, 1910, to apply to P.E.I. Railway.

"**9.** The provisions of the Act shall apply to the Prince Edward Island Railway."

2. This Act shall be deemed to have the same effect as if it formed part of the original Act. This Act to be retroactive.

6th Session, 12th Parliament. 6 George V. 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 65.

An Act to amend The Government Railways Small Claims Act, and Acts in amendment thereof.

First reading, March 20, 1916.

MR. HUGHES.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 66.

An Act in aid of Provincial Legislation prohibiting or restricting the sale or use of Intoxicating Liquors.

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

Person not to send liquor into province knowing or intending that it will be dealt with unlawfully.

1. Any person who by himself, his clerk, servant or agent, shall send, ship, take, bring or carry to or into any province from or out of any other province or import into any province from any place outside of Canada any intoxicating liquor knowing or intending that such intoxicating liquor will or shall be thereafter dealt with in violation of the law of the province into which such intoxicating liquor is sent, shipped, taken, brought, carried or imported as aforesaid, shall be liable on summary conviction to a penalty for the first offence of not less than one hundred dollars or imprisonment for a term not exceeding two months with or without hard labour, and for a second offence to a penalty of not less than two hundred dollars or imprisonment for a term not exceeding four months with or without hard labour, and for a third and every subsequent offence to imprisonment for a term not less than six months and not more than twelve months with or without hard labour; and all intoxicating liquors with respect to which any such offence has been committed, and all kegs, barrels, cases, bottles, packages or receptacles of any kind in which such liquor is contained, shall be forfeited.

Penalty.

Accused must prove that he had good reason for believing liquor would not be dealt with illegally.

2. On any prosecution for the violation of this Act the accused person shall be deemed to have known or intended that such intoxicating liquor would be thereafter dealt with in violation of the law of the province into which such intoxicating liquor was sent, shipped, taken, brought,

carried or imported, unless he proves that he had good reason for believing that the intoxicating liquor would only be dealt with in a lawful manner.

Place of prosecution.

3. Prosecutions for any offence under this Act may be brought and carried on and a conviction had in the city, town or other place from which any intoxicating liquor is sent, shipped, taken or carried as aforesaid, or in the city, town or other place to or into which such intoxicating liquor is so sent, shipped, taken, brought, carried or imported.

Provincial law to be judicially noticed.

4. The court shall take judicial notice of the statutes and law of the province into which intoxicating liquor has been or is alleged to have been shipped, taken, brought, carried or imported contrary to the provisions of this Act.

What deemed to be "intoxicating liquor."

5. For the purposes of this Act the term "intoxicating liquor" shall include all liquor deemed to be intoxicating under the law of the province into which the liquor was sent, shipped, taken, brought, carried or imported.

66.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 66.

An Act in aid of Provincial Legislation prohibiting or restricting the sale or use of Intoxicating Liquors.

First reading, March 20, 1916.

MR. DOHERTY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 66.

(Reprinted as amended in Committee of the Whole House.)

An Act in aid of Provincial Legislation prohibiting or restricting the sale or use of Intoxicating Liquors.

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

Sending, etc., liquor from one Province to another Province to violate law.

1. Any person who by himself, his clerk, servant or agent, and any person who as clerk, servant or agent, officer or employee of any other person, or of any Government railway, whether Dominion or Provincial,

(*a*) shall send, ship, take, bring or carry or cause to be sent, shipped, taken, brought or carried to or into any province from or out of any other province, or import into any province from any place outside of Canada any intoxicating liquor, knowing or intending that such intoxicating liquor will or shall be thereafter dealt with in violation of the law of the province into which such intoxicating liquor is sent, shipped, taken, brought, carried or imported as aforesaid; or

Selling liquor to be so sent.

(*b*) shall sell or cause to be sold any intoxicating liquor, knowing or intending that such intoxicating liquor will be sent, shipped, taken, brought or carried into any province from any other province, or from any place outside of Canada, and thereafter dealt with in violation of the law of the province into which such intoxicating liquor is sent, shipped, taken, brought, carried or imported as aforesaid,

Penalty.

shall be liable on summary conviction to a penalty for the first offence of not less than one hundred dollars and not exceeding two hundred dollars, or imprisonment for a term not exceeding two months, with or without hard labour, and for a second offence to a penalty of not less than two hundred dollars and not exceeding four hundred dollars, or imprisonment for a term not exceeding four months, with or without hard labour, and for a third and every

subsequent offence to imprisonment for a term not less than six months and not more than twelve months, with or without hard labour; and all intoxicating liquors with respect to which any conviction has been had, and all kegs, barrels, cases, bottles, packages or receptacles of any kind in which such liquor is contained, shall, upon such conviction, be forfeited and shall be destroyed or otherwise disposed of in such manner as the court may direct.

Forfeiture.

Distillers and Brewers violating law, forfeiting license, etc.

2. In addition to any other penalties prescribed for a violation of section one of this Act, any person holding a license to carry on the business or trade of a distiller or brewer, issued under the provisions of the Inland Revenue Act, who violates the provisions of section one of this Act, or who sells or delivers intoxicating liquor in violation of the law in force in any Province, shall also be liable in any prosecution under this Act, or under such provincial law, on conviction for a first offence, to the suspension of such license for any period not exceeding three months, and on conviction for a second offence, to the suspension of his license for any period not exceeding six months, and on conviction for a third offence, shall forfeit his license and shall thereafter be unable to hold such a license.

Liquor packages to have contents marked on them.

3. Every one is guilty of an offence and liable on summary conviction to a penalty not exceeding two hundred dollars, or to imprisonment for six months, or to both fine and imprisonment, who:—

(*a*) Sends or ships by any public conveyance to any place in which the sale of intoxicating liquor is prohibited, any package containing intoxicating liquor not plainly labelled so as to show the actual contents of such package, and the name and address of the consignor thereof; or

Sending liquors with fictitious address.

(*b*) Sends or ships by any public conveyance any package containing intoxicating liquor addressed to a fictitious person, or addressed otherwise than to the actual consignee of such package; or

Receiving or carrying.

(*c*) Being a common carrier or the servant or agent of a common carrier or of any Government railway, Dominion or Provincial, knowingly receives for conveyance, carries or makes delivery of any such package; or

Taking delivery.

(*d*) Knowingly takes delivery from any common carrier of any such package.

Accused must prove that he had good reason for

4. On any prosecution for the violation of this Act the accused person shall be deemed to have known or intended that such intoxicating liquor would be thereafter dealt

with in violation of the law of the province into which such intoxicating liquor was sent, shipped, taken, brought, carried or imported, unless he proves that he had good reason for believing that the intoxicating liquor would only be dealt with in a lawful manner. believing liquor would not be dealt with illegally.

5. Prosecutions for any offence under this Act may be brought and carried on and a conviction had in the city, town or other place from which any intoxicating liquor is sent, shipped, taken or carried as aforesaid, or in the city, town or other place to or into which such intoxicating liquor is so sent, shipped, taken, brought, carried or imported or in the place in which the accused resides. Place of prosecution.

6. The court shall take judicial notice of the statutes and law of the province into which intoxicating liquor has been or is alleged to have been shipped, taken, brought, carried or imported contrary to the provisions of this Act. Provincial law to be judicially noticed.

7. For the purposes of this Act the term "intoxicating liquor" shall include all liquor deemed to be intoxicating under the law of the province into which the liquor was sent, shipped, taken, brought, carried or imported. What deemed to be "intoxicating liquor."

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 66.

An Act in aid of Provincial Legislation prohibiting or restricting the sale or use of Intoxicating Liquors.

(*Reprinted as amended in Committee of the Whole House.*)

MR. DOHERTY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 67.

An Act relating to the St. Peter's Indian Reserve.

WHEREAS an information on behalf of His Majesty was exhibited in the Exchequer Court of Canada on the seventeenth day of October, 1914, claiming among other things a declaration of the court that a release or surrender of the St. Peter's Indian Reserve, situate in the county of Selkirk in the province of Manitoba, made on the twenty-fourth day of September, 1907, was invalid and void, and that all patents heretofore issued for lands included in the said Reserve and certain alleged sales of land in the said Reserve might be declared void and of no effect; and whereas His Majesty has since consented to confirm and make good certain of the patents and, subject to the terms and conditions hereinafter set out, certain of the sales made: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. This Act may be cited as *The St. Peter's Reserve Act.* Short title.

2. The patents of lands included in the said St. Peter's Reserve issued by His Majesty and the sales of such lands made on behalf of His Majesty in the said Reserve are hereby confirmed and made good,— Patents confirmed.

(*a*) in cases where such lands were unsold and were held by the Indian patentees on the first day of June, 1915; and Lands held by Indians.

(*b*) in cases where the additional sum of one dollar for each acre of such lands included in such patent or sale, together with interest at the rate of five per centum per annum from the first day of June, 1915, until payment, has been or is paid to His Majesty; and Lands on which one dollar per acre have been paid.

Lands where lien is given for payment of one dollar per acre.

(*c*) in cases where the owner gives His Majesty a lien creating a first charge upon the lands, subject only to taxes, for the sum of one dollar for each acre of such lands included in such patent or sale, payable in five equal annual instalments with interest at the rate of five per centum per annum from the first day of June, 1915, the first of such instalments and interest to be due and payable on the first day of June, 1916, such lien to be effected by an endorsement of the lien or a caveat respecting same on the Certificate of Title issued to the owner by the District Registrar of the proper Land Titles Office: Provided that such lien may be paid in full at any time during the said five years with interest as aforesaid to the date of payment.

Discharge of lien.

The Certificate of the Deputy Superintendent General of Indian Affairs certifying that a lien has been paid and satisfied shall be a valid discharge of such lien.

Act retro-active.

3. This Act shall be deemed to have come into force on the first day of June, A.D., 1915.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 67.

An Act relating to the St. Peter's Indian Reserve.

First reading, March 23, 1916.

MR. ROCHE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 68.

An Act relating to the Superior Courts of Saskatchewan and to amend the Judges Act.

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

R. S. c. 138; 1907, cc. 25, 45; 1908, cc. 10, 39; 1909, c. 21; 1910, c. 35; 1912, cc. 29, 56; 1913, c. 28; 1914, c 38; 1915, c. 6.

1. Section fourteen of the *Judges Act*, chapter one hundred and thirty-eight of the Revised Statutes, 1906, as enacted by section four of chapter twenty-eight of the statutes of 1913 is repealed and the following is substituted therefor:—

Salaries of judges of Superior Courts of Saskatchewan.

"**14.** The salaries of the judges of the Court of Appeal and of His Majesty's Court of King's Bench for Saskatchewan shall be as follows:—

	Per annum.
(*a*) The Chief Justice of Saskatchewan if he is also the Chief Justice of the Court of Appeal, and if not, to the Chief Justice of Appeal....	$8,000
(*b*) Three puisne judges of the Court of Appeal, each.....	7,000
(*c*) The Chief Justice of the Court of King's Bench.....	7,000
(*d*) Five puisne judges of the Court of King's Bench, each.....	6,000

Powers of Supreme Court given to new Courts.

"2. Wherever under any statute or statutes of Canada any power or jurisdiction is given to the Supreme Court of Saskatchewan or any judge thereof such power or jurisdiction shall be deemed to be given to the Court of Appeal or to His Majesty's Court of King's Bench for Saskatchewan or to a judge of one of the said courts, as the case may require, and, in case of any doubt as to which Court, or the judge of which Court, is to have such power or jurisdiction, any judge of the Court of Appeal or of the said Court of King's Bench shall have power to determine the same.

Commencement of section.

"3. This section shall not come into force until the Acts of the Legislature of the province of Saskatchewan, passed in the session thereof held in the sixth year of the reign of His Majesty, chaptered 9 and 10, and intituled respectively "An Act respecting a Court of Appeal for Saskatchewan," and "An Act respecting the Court of King's Bench," constituting a Court of Appeal, and a Court of King's Bench, for Saskatchewan, and declaring their respective jurisdictions, have been brought into force; and thereafter this Act shall come into force upon a day to be named by proclamation of the Governor in Council."

68.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 68.

An Act relating to the Superior Courts of Saskatchewan and to amend the Judges Act.

First reading, March 23, 1916.

MR. DOHERTY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 74.

An Act to levy a tax on Business Profits.

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

1. This Act may be cited as *The Business Profits Tax Act, 1916.* Short title.

2. In this Act and in any regulations made under this Act, unless the context otherwise requires,— Definitions.

(*a*) "Minister" means the Minister of Finance of Canada; "Minister."

(*b*) "Board" means the Board of Referees appointed under the provisions of section nine hereof; "Board."

(*c*) "non-Canadian company" means an incorporated company having its head office or principal place of business outside Canada but having assets in or carrying on business in Canada, either directly or through or in the name of any other person; "Non-Canadian company."

(*d*) "person" means any individual or person and any partnership, syndicate, trust, association or other body and any body corporate, and the heirs, executors, administrators, curators and assigns or other legal representatives of such person, according to the law of that part of Canada to which the context extends; "Person."

(*e*) "tax" means the tax, toll or duty authorized by section three of this Act; "Tax."

(*f*) "taxpayer" means any person paying, liable to pay, or suspected by the Minister to be liable to pay any tax imposed by this Act. "Taxpayer."

Tax imposed.

3. There shall be levied and paid to His Majesty a tax of twenty-five per centum of the amount by which the profits earned in any business exceeded, in the case of a business owned by an incorporated company, the rate of seven per centum per annum, and, in the case of a business owned by any other person, the rate of ten per centum per annum upon the capital employed in such business. Such tax shall be levied against and paid by the person owning such business for each and every accounting period ending after the thirty-first day of December one thousand nine hundred and fourteen.

Provided, however;—

Amount paid under c. Statutes 1915 to be deducted.

(*a*) that the amount paid or payable by any person under the provisions of Part One of *The Special War Revenue Act, 1915*, shall be deducted from the amount which such person would otherwise be liable to pay under the provisions of this Act, and the Minister shall have power to determine any questions that may arise in consequence of any difference in the several periods for which the taxes under the said Act and under this Act respectively, are payable, and the decision of the Minister thereon shall be final and conclusive;

Dividends from tax paying company exempted.

(*b*) that the dividends received from the stock of any incorporated company which has paid a tax upon its profits under the provisions of this Act shall not be included when the profits of any business are being determined; and

War taxes of allies to be deducted.

(*c*) that the amount of any tax paid by a person under the provisions of the Finance Act (No. 2) 1915, passed by the Parliament of the United Kingdom of Great Britain and Ireland or under any legislation for raising revenue for the present war in force in India or any colony or dependency of His Majesty or in France, Russia, Italy, Belgium, Japan, Serbia, Montenegro, Portugal and any other country that may hereafter become an ally of His Majesty in the present war, or the colonies or dependencies of any of these countries, in respect of any business liable to taxation hereunder shall be deducted from the amount of the tax that would otherwise be payable by such person under this Act.

Accounting period defined.

4. For the purpose, of this Act an accounting period shall be taken to be the period for which the accounts of the business have been made up, but where the accounts of any business have not been made up for any definite period or for the period for which they have been usually made up, or if a year or more has elapsed without the accounts being made up, the accounting period shall be

taken to be such period and ending on such a date as the Minister may determine.

Trades and businesses included.

5. The businesses to which this Act applies are all trades and businesses, (including the business of transportation,) of any description carried on, or partly carried on, in Canada whether continuously or not except:—

Exceptions.

(*a*) the business of any person the capital employed in which has been throughout the accounting period less than fifty thousand dollars, other than a business which, or twenty per centum or more of which, is or has been the manufacturing or dealing in munitions of war or in materials or supplies of any kind for war purposes;

(*b*) the business of Life Insurance;

(*c*) the business of farming and live stock raising; and

(*d*) the business of any company, commission or association not less than ninety per cent of the stock or capital of which is owned by a Province or a municipality.

COMPUTATION OF PROFITS.

6. The profits shall be taken to be the net profits arising in the accounting period.

Profits defined.

2. The profits of a non-Canadian company shall be the net profits arising from its Canadian business including both domestic and export business.

No deductions for.

3. No deductions from the gross profits for depreciation or for any expenditure of a capital nature for renewals, or for the development of a business, or otherwise in respect of the business, shall be allowed except such amount as appears to the Minister to be reasonable and to be properly attributable to the accounting period, and the Minister when determining the profits derived from mining shall make an allowance for the exhaustion of the mines.

Mines.

Increasing remuneration of directors, etc.

4. Any deduction made from the gross profits for the remuneration of directors, managers, and persons concerned in the management of the business shall not, unless the Minister, owing to any special circumstances, otherwise directs, exceed the sums deducted for those purposes in the last accounting period ending before the first day of January, one thousand nine hundred and fifteen, and no deductions shall be allowed in respect of any transaction or operation of any nature where it appears, or to the extent to which it appears, that the transaction or operation has improperly reduced the amount to be taken as the amount of the profits of the business for the purposes of this Act.

Contracts extending over more than one accounting period.

5. In the case of any contract extending beyond one accounting period from the date of its commencement to the completion thereof and only partially performed in any accounting period there shall (unless the Minister, owing to any special circumstances, otherwise directs) be attributed to each of the accounting periods in which such contract was partially performed, such proportion of the entire profits or estimated profits in respect of the complete performance of the contract as shall be properly attributable to such accounting periods respectively, having regard to the extent to which the contract was performed in such periods.

Companies not receiving profit earned by its business.

6. Where an incorporated company conducts its business whether under agreement or otherwise, in such manner as either directly or indirectly to benefit its shareholders or any of them or any persons directly or indirectly interested in such company by selling its product or the goods and commodities in which it deals at less than the fair price which might be obtained therefor the Minister may for the purposes of this Act determine the amount which shall be deemed to be the profits of such company for any accounting period and in determining such amount the Minister shall have regard to the fair price which but for any agreement, arrangement or understanding might be or could have been obtained for such product, goods and commodities.

CAPITAL.

Capital of a company.

7. For the purposes of this Act the capital employed in the business of an incorporated company having its head office or other principal place of business in Canada shall be the amount paid up on its capital stock.

Capital of a Non-Canadian Company.

2. For the purposes of this Act the capital employed in the business of a non-Canadian company shall be such portion of the amount paid up on its capital stock as shall bear the same proportion to the amount paid up on its entire capital stock as the value of its assets in Canada bears to the value of its total assets.

How amount paid up on stock is to be determined.

3. For the purpose of this Act the amount paid up on the capital stock of a company shall be the amount paid up in cash. Where stock was issued before the first day of January one thousand nine hundred and fifteen for any consideration other than cash, the fair value of such stock on such date shall be deemed to be the amount paid up on such stock; and where stock has been issued since the said first day of January for any consideration

other than cash the fair value of the stock at the date of its issue shall be deemed to be the amount paid up on such stock. In estimating the value of stock issued for any consideration other than cash regard shall be had to the value of the assets, real and personal, moveable and immoveable, and to the liabilities of the company at the date as of which such value is to be determined. In no case shall the value of the stock be fixed at an amount exceeding the par value of such stock.

Reserve.

4. For the purposes of this Act, the actual unimpaired reserve, rest or accumulated profits of an incorporated company shall be included as part of its capital.

Stock issued after 15 February, 1916.

5. The Minister may determine the amount of the capital for the purposes of this Act, of any incorporated company issuing stock after the fifteenth day of February, one thousand nine hundred and sixteen, and if, after the said fifteenth day of February, one thousand nine hundred and sixteen, the capital stock of any incorporated company is increased or additional stock is issued, or if the stock is in any way changed or re-organized in such a manner as to increase the amount of the capital for the purposes of this Act, the Minister may decide whether or not it is fair and proper to include such increase or any part thereof when determining the capital of such company for the purposes of this Act, and the decision of the Minister shall be final and conclusive.

Capital of persons other than Companies.

8. For the purposes of this Act the capital employed in the business of any person other than an incorporated company shall be taken to be the fair value of all assets, real and personal, moveable and immoveable, used in connection with such business in the accounting period.

Accumulated profits.

2. Accumulated profits employed in the business shall also be deemed capital.

Debts owing.

3. Any money or debts borrowed or incurred in connection with the business shall be deducted in computing the amount of capital for the purposes of this section.

COLLECTION OF TAX.

Board of Referees.

9. The Governor in Council may appoint a Board or Boards of Referees. A Board shall consist of not more than three members and the members of a Board shall jointly and severally have all the powers and authority of a commissioner appointed under Part One of the *Enquiries Act*, Revised Statutes of Canada, 1906, chapter one hundred and four.

Oath.

2. Every member of the Board shall take an oath of office in form I of the schedule to this Act before performing any duty under this Act. All affidavits made in pursuance of this subsection shall be filed with the Minister.

Return required.

10. Every person liable to taxation under this Act shall, on or before the first day of July in each year, without any notice or demand, deliver in duplicate to the Minister a return in form J of the schedule to this Act or in such other form as the Minister may prescribe covering each accounting period for which he is liable to taxation. In such return the taxpayer shall state an address in Canada to which all notices and other documents to be mailed or served under this Act may be mailed or sent.

Partnerships, etc.

2. The return, in the case of a partnership, syndicate, association or other body, shall be made and signed by a member or officer having a personal knowledge of the affairs of such partnership, syndicate, association or other body, or, in the case of a company, by the president, secretary, treasurer or chief agent having a personal knowledge of the affairs of such corporation, or, in any case, by such other person or persons employed in the business liable, or suspected to be liable, to taxation as the Minister may require.

Enlarging time.

3. The Minister may at any time enlarge the time for making any return.

Minister may request further return.

11. If the Minister, in order to enable him to make an assessment, desires further information, or if he suspects that any person who has not made a return is liable to taxation hereunder, he may, by registered letter, require additional information or a return containing such information as he deems necessary to be furnished him within thirty days.

Production of books, etc.

2. The Minister may require the production or the production on oath by the taxpayer or by his agent or officer of any letters, accounts, invoices, statements and other documents, account and other books relating to the business of any taxpayer liable, or suspected to be liable, to taxation under this Act.

Penalty for not making return.

12. For every default in complying with the provisions of the next two preceding sections the taxpayer and also the person or persons required to make a return shall each be liable on summary conviction to a penalty of one hundred dollars for each day during which the default continues.

2. Any person making a false statement in any return or in any information required by the Minister shall be liable on summary conviction to a penalty not exceeding ten thousand dollars or to six months' imprisonment, or to both fine and imprisonment. Penalty for false statement.

13. The Minister shall, on or before the first day of September in each year, or on or before such other date as he may in any case or cases prescribe, determine the several amounts payable for the tax, and shall thereupon send, by registered mail, a notice of assessment in such form as the Minister may prescribe to each taxpayer notifying him of the amount payable by him for the tax. The tax shall be paid each year on or before the first day of November following. Provided, however, that if on the first day of July, one thousand nine hundred and sixteen, any person is liable to pay a tax for two or more accounting periods, comprising a period of not less than two years, then such person may pay the tax for the accounting period or periods comprised in the first twelve months on the first day of November, one thousand nine hundred and sixteen, and for the accounting period or periods comprised in the second twelve months on the first day of November, one thousand nine hundred and seventeen, and may pay the tax for the accounting period or periods comprised in the subsequent twelve months on the first day of November, one thousand nine hundred and eighteen. Assessment by Minister. Payment of Taxes where two accounting periods accrue on 1st July, 1916.

In default of payment, interest at the rate of ten per centum per annum shall be paid on such tax until the said tax and interest are paid.

2. The Minister shall not be bound by any return or information supplied by or on behalf of a taxpayer, and notwithstanding such return or information, or if no return has been made, the Minister may determine the amount to be paid by any person for the tax.

3. Any person liable to pay the tax shall continue to be so liable for the period of three years from the time at which such tax would have been payable, and in case any person so liable shall fail to make a return as required by this Act, or shall make an incorrect or false return, and does not pay the tax in whole or in part, the Minister may at any time within the said three years assess such person for the tax, or such portion thereof as he may be liable to pay, and may prescribe the time within which any appeals may be made under the provisions of this Act from the assessment or from the decision of the Board. Liability to pay tax continues for three years.

4. The tax may be assessed on any person for the time being owning or carrying on the business or acting as agent for that person in carrying on the business, or, where a business has ceased, on the person who owned or carried on the business or acted as agent in carrying on the business immediately before the time at which the business ceased, and where there has been a change of ownership of the business, the Minister may, if he thinks fit, take the accounting period as the period ending on the date on which the ownership has so changed and assess the tax on the person who owned or carried on the business or acted as agent for the person carrying on the business at that date.

Information not to be disclosed.

14. No person employed in the service of His Majesty shall communicate or allow to be communicated to any person not legally entitled thereto any information obtained under the provisions of this Act, or allow any such person to inspect or have access to any written statement furnished under the provisions of this Act. Any person violating any of the provisions of this section shall be liable on summary conviction to a penalty not exceeding two hundred dollars.

ASSESSMENT APPEALS.

Court of Revision.

15. The Board shall act as a Court of Revision, and shall hear and determine any appeal made by a taxpayer under this Act in such place in Canada as the Minister may direct.

Notice of appeal.

16. Any person objecting to the amount at which he is assessed, or as having been wrongfully assessed, may, personally or by his agent, within twenty days after the date of mailing of the notice of assessment, as provided in section sixteen of this Act, give notice in writing to the Minister in form K of the schedule to this act that he considers himself aggrieved for either of the causes aforesaid, otherwise such person's right to appeal shall cease and the assessment made shall stand and be valid and binding upon all parties concerned notwithstanding any defect, error or omission that may have been made therein, or in any proceeding required by this Act or any regulation hereunder. Provided, however, that the Minister, either before or after the expiry of the said twenty days, may give a taxpayer further time in which to appeal.

17. The Board, after hearing any evidence adduced and upon such other enquiry as it considers advisable, shall determine the matter and confirm or amend the assessment accordingly. The Board may in any case before it increase the assessment. The Board shall send a copy of its decision by registered mail to the taxpayer or his agent or officer. In any case where the appeal is unsuccessful the Board may direct that the person who appealed shall pay the costs of such appeal and may fix the amount of such costs. Hearing and decision by Board.

2. The tariff of fees in force in the Exchequer Court of Canada shall apply to such appeals.

18. If the taxpayer fails to appear, either in person or by agent, the Board may proceed ex parte or may defer the hearing. Proceeding ex parte.

19. If the taxpayer is dissatisfied with the decision of the Board he may, within ten days after the mailing of the decision, give a written notice to the Minister in form L of the schedule to this Act that he desires to appeal from such decision. If the taxpayer gives such notice, or if the Minister is dissatisfied with the decision, the Minister shall refer the matter to the Exchequer Court of Canada for hearing and determination in form M of the schedule to this Act, and shall notify the taxpayer by registered letter that he has made such reference. On any such reference the Court shall hear and consider such matter upon the papers and evidence referred and upon any further evidence which the taxpayer or the Crown produces under the direction of the Court and the decision of the Exchequer Court thereon shall be final and conclusive. Appeal to Exchequer Court.

20. Except as hereinafter expressly provided the Exchequer Court shall have exclusive jurisdiction to hear and determine all questions that may arise in connection with any proceeding taken under this Act. Exclusive jurisdiction of Exchequer court.

21. No assessment shall be set aside by the Board or by the Court upon the ground that there has been any error or omission in connection with any proceedings required to be taken under this Act or any regulation hereunder, but such Board or Court in any case that may come before it may determine the true and proper amount of the tax to be paid hereunder. No assessment to be set aside for technical reasons.

GENERAL.

Tax a debt due Crown.

22. The tax and all interest and costs assessed or imposed under the provisions of this Act shall be recoverable as a debt due to His Majesty from the person on whom it is assessed or imposed.

Recovery of tax, etc.

23. Any tax, interest, costs or penalty that may be assessed, recovered or imposed under this Act may at the option of the Minister, be recovered and imposed in the Exchequer Court of Canada or in any other Court of competent jurisdiction in the name of His Majesty.

Tax, etc., first lien.

24. Taxes, interest, costs and penalties imposed under this Act shall be a first lien and charge upon the property, whether real or personal, movable or immovable, of the person liable to pay the same.

Regulations.

25. The Minister may make any regulations deemed necessary for carrying this Act into effect.

Duration of tax.

26. The provisions of section three of this Act shall not continue in force after the thirty-first day of December, one thousand nine hundred and seventeen.

SCHEDULE.

Form I.

The Business Profits Tax Act, 1916.

I, ..., make oath and swear that I will faithfully and honestly fulfil the duties which devolve upon me as a member of a Board of Referees under *The Business Profits Tax Act, 1916*.

Sworn before me
this ..... day
of ..... A.D. 19...

FORM J.

THE BUSINESS PROFITS TAX ACT, 1916.

For Persons other than Incorporated Companies.

Name of Taxpayer.	Address.	Address in Canada to which notices, etc., may be sent.	Capital employed in Business.	Money borrowed and debts due by taxpayer in connection with Business.	Gross Profits.	Net Profits.	Accounting Period.

(Signature).....

For Incorporated Companies.

Name of Company.	Address of Head Office.	Bonds including Debenture Stock.	Capital Stock Paid Up.		Unimpaired reserve, rest or accumulated profits	Total of paid up Stock, reserve, rest and accumulated profits.	Gross Profits.	Cost of Management, etc.	Net Profits.	Accounting Period.	Value of assets in Canada.*	Value of assets outside Canada.*	Profits of Canadian business.*
			Preferred.	Common.									

(Signature).....

(Rank of Official)

*This information only required from companies having their head office or other place of business outside Canada.

Address in Canada to which notices, etc., may be sent.....

FORM K.

THE BUSINESS PROFITS TAX ACT, 1916.

In the matter of the assessment of.....

To the Minister of Finance,—

I hereby give notice that I object to the amount at which I am assessed for the following reasons:

(*here shortly describe reasons*)

or I am not liable to taxation under the above Act for the following reasons:

(*here shortly describe reasons*).

Dated this.....day of.....19....

(Signature).....

FORM L.

THE BUSINESS PROFITS TAX ACT, 1916.

In the matter of the assessment of.....

To the Minister of Finance,—

I hereby give notice that I am dissatisfied with the decision given by the Board of Referees in this matter for the following reasons:

(*here shortly describe reasons*)

and that I desire to appeal to the Exchequer Court of Canada.

Dated this .....day of .....A.D. 19..

FORM M.

THE BUSINESS PROFITS TAX ACT, 1916.

In the matter of the assessment of.....

By virtue of the powers vested in me in this behalf under The Business Profits Tax Act, 1916, I hereby refer the appeal of.....(*or* my appeal) against the decision of the Board of Referees to the Exchequer Court of Canada for adjudication thereon and enclose herewith the said decision and the other papers relating to the matter.

Dated this.....day of.....A.D. 19..

To the Registrar of the
Exchequer Court
of Canada.

.....
Minister of Finance.

74—3

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 74.

An Act to levy a tax on Business Profits.

First reading, March 29, 1916.

SIR THOMAS WHITE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 75.

An Act to amend the Canada Shipping Act.

R.S., c. 113, 1907, cc. 46,47; 1908, cc. 64,65; 1909, c. 34; 1910, c. 61; 1911, c. 27; 1912, c. 51; 1913, c. 49; 1914, cc. 13, 48, 49.

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

1. Section six hundred and twenty-nine of the *Canada Shipping Act*, chapter one hundred and thirteen of the Revised Statutes of Canada, 1906, is amended by adding the following subsection thereto:—

"2. Subject to such regulations as may be made by the Minister this section shall not apply to any passenger ship not exceeding sixty-five feet registered length propelled by an internal combustion engine, or by a steam engine with a flash boiler, or by electricity." Persons acting as master and engineer.

2. The following section is inserted immediately after section six hundred and forty:—

"**640**A. The Minister may issue certificates authorizing persons found qualified by the Chairman of the Board of Steamboat Inspection to take charge of the machinery of vessels propelled by internal combustion engines only, and may prescribe, by regulations, a classification for such certificates, the qualifications necessary for obtaining the several classes respectively, the limits of the authority and power conferred by the several classes of certificates and the fees payable for such certificates, and may also provide for the examination of those desiring to obtain certificates. Certificates for engineers for internal combustion engines.

"2. The provisions of section six hundred and twenty-eight shall apply to the certificates granted under this section." Suspension or cancellation of certificates.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 75.

An Act to amend the Canada Shipping Act.

First reading, March 30, 1916.

MR. HAZEN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 80.

An Act to amend The Dominion Forest Reserves and Parks Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1911 c. 10; 1913 c. 18; 1914 c. 32.

1. Section two of *The Dominion Forest Reserves and Parks Act*, chapter ten of the statutes of 1911, is amended by adding thereto the following subsection:—

"2. Where any Dominion lands within the boundaries of any reserve have been sold prior to the coming into force of this Act, and the letters patent by which such lands have been sold contain an error in the name, place of residence or occupation of the person to whom such lands were so sold, or in the description of the lands, the Minister of the Interior may, there being no adverse claim, direct the defective letters patent to be cancelled and letters patent to be issued with such corrections or alterations as he may deem necessary in the premises." Correction of errors in patents.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 80.

An Act to amend The Dominion Forest Reserves and Parks Act.

First reading, April 4, 1916.

Mr. Roche.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session. 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 81.

An Act to amend the Canada Shipping Act.

R.S. c. 113; 1907 cc. 46, 47; 1908 cc. 64, 55; 1909 c. 34; 1910 c. 61; 1911 c. 27; 1912 c. 51; 1913 c. 49; 1914 cc. 13, 48, 49.

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

1. Sections four hundred and forty-two, four hundred and forty-three and four hundred and forty-four of the *Canada Shipping Act*, Revised Statutes of Canada, 1906, chapter one hundred and thirteen, with the heading immediately preceding section four hundred and forty-two, are repealed and the following sections and heading are substituted therefor:— Repeal.

"PILOTAGE DISTRICT OF QUEBEC.

Pilots and Apprentices.

"**442.** The number of pilots for the Pilotage District of Quebec shall not exceed one hundred and twenty-five. Number of Quebec Pilots.

"**443.** Whenever the period of apprenticeship of any apprentice under the Quebec Pilotage Authority has been interrupted by sickness, involuntary absence or other legitimate cause, such apprentice, subject to such regulations as may be made by the Pilotage Authority, may be allowed to serve an additional period equal to the time lost by such interruption, and, if found otherwise qualified and entitled to a license as a pilot, he may be granted such license after he has completed a full period of service of seven years, including the said additional period."

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 81.

An Act to amend the Canada Shipping Act.

First reading, April 5, 1916.

MR. HAZEN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 83.

An Act to amend The Bank Act.

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

Rate of interest fixed.

1. Section ninety-two of *The Bank Act*, chapter nine of the statutes of 1913, is amended by striking out the word "whatever" in the first line of the said section and inserting in lieu thereof the words "not less than four per cent."

83.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 83.

An Act to amend The Bank Act.

First reading April 6, 1916.

MR. LAPOINTE,
(Montreal).

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 84.

An Act to authorize certain School and Dominion Lands to be included in the Taber Irrigation District in the Province of Alberta.

WHEREAS the lands mentioned in the schedule to this Act are school lands within the meaning of *The Dominion Lands Act*, and are within the boundaries of an irrigation district organized under *The Irrigation District Act, 1915*, passed by the Legislature of the province of Alberta; and whereas the Government of the province of Alberta has applied to His Majesty for such legislation as will permit the said school lands being dealt with under the provisions of *The Irrigation District Act, 1915*, in the same manner as patented lands may be dealt with thereunder; and whereas it is expedient to grant such application upon the terms and conditions hereinafter prescribed: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. This Act may be cited as *The Taber Irrigation District Act.* Short title.

2. Upon the Legislature of the province of Alberta enacting legislation authorizing the same, and providing that such legislation shall not affect or extend to any parcel of land until the consent of the owner or purchaser thereof has been first had and obtained, the school lands enumerated in the schedule to this Act (being lands within the Taber Irrigation District in the province of Alberta, an irrigation district organized under the provisions of *The Irrigation District Act, 1915*) may be dealt with in the same manner as patented lands may be dealt with under *The Irrigation District Act, 1915*. School lands may be dealt with as other lands in irrigation district.

2. "Owner" for the purposes of this section shall mean owner as defined in *The Irrigation District Act, 1915*. "Owner."

Unpaid purchase money due Crown.

3. If the title to any school or Dominion lands becomes vested in the Board of Trustees of the Taber Irrigation District under the provisions of *The Irrigation District Act, 1915*, and His Majesty has a claim against such lands for unpaid purchase money or interest upon such money, the Board shall acquire such lands subject to the claim of His Majesty for such unpaid purchase money and interest.

Sale of School and Dominion lands.

4. If any school or Dominion lands with respect to which His Majesty has any claim for purchase money or interest upon such money are sold or offered for sale by the said Board, the price specified in the offer shall include an amount which will be sufficient to fully satisfy the money and interest due to His Majesty, and the said amount shall be paid to the Minister of the Interior of Canada out of the first money received by the said Board from the sale, and shall until paid remain a first charge and lien upon the said land.

Unsold, etc., lands subject to irrigation rates, etc.

5. If there are any Dominion or school lands within the boundaries of the Taber Irrigation District which have not been sold or otherwise disposed of by His Majesty, or the title to which becomes revested in His Majesty, such lands shall be sold or otherwise disposed of by His Majesty subject to all rates, charges and taxes provided for by *The Irrigation District Act, 1915*, in the same manner as they are charged against other school lands in the said Taber Irrigation District.

Commencement of Act.

3. This Act shall come into force on a day to be fixed by proclamation of the Governor in Council.

SCHEDULE.

SCHOOL LANDS IN THE TABER IRRIGATION DISTRICT.

All sec. 29, in township 9, range 16, west of the 4th meridian.

N. $\frac{1}{2}$ sec. 15, all sec. 29, W. $\frac{1}{2}$ sec. 31, in township 9, range 17, west of the 4th meridian.

NE. $\frac{1}{4}$ sec. 21, N. $\frac{1}{2}$ sec. 22, SE. $\frac{1}{4}$ sec. 22, all sec. 23, all sec. 24, all sec. 25, NE $\frac{1}{4}$ sec. 26, all sec. 27, all sec. 28, NE. $\frac{1}{4}$ sec. 29, N. $\frac{1}{2}$ sec. 32, SE. $\frac{1}{4}$ sec. 32, all sec. 33, all sec. 34, all sec. 35, all sec. 36, in township 9, range 18, west of the 4th meridian; S. $\frac{1}{2}$ sec. 1, W. $\frac{1}{2}$ sec. 2, SE. $\frac{1}{4}$ sec. 2, all sec. 3, all sec. 4, all sec. 5, SE. $\frac{1}{4}$ sec. 6, all sec. 9, NW. $\frac{1}{4}$ sec. 10, SE. $\frac{1}{4}$ sec. 10, S. $\frac{1}{2}$ sec. 17, in township 10, range 18, west of the 4th meridian.

84.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 84.

An Act to authorize certain School and Dominion lands to be included in the Taber Irrigation District in the province of Alberta.

First reading, April 6, 1916.

Mr. ROCHE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 86.

An Act to amend the Prisons and Reformatories Act.

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

1. The *Prisons and Reformatories Act*, Revised Statutes of Canada, 1906, chapter one hundred and forty-eight, is amended by inserting the following section immediately after section twenty thereof:—

"**20A.** Sections seventeen to twenty inclusive of this Act shall apply to Industrial Farms." Prisoners may be sentenced to Industrial Farm, etc.

2. The following section is inserted immediately after section forty-one thereof:—

"**41A.** The Lieutenant Governor of the province of Ontario may appoint a Board of Parole for the said Province whose duty it shall be to enquire from time to time into the cases of prisoners sentenced to the Ontario Reformatory, the Andrew Mercer Reformatory or any Industrial Farm, and where as a result of such enquiry the Board thinks proper, it may permit prisoners serving indeterminate sentences to be paroled under conditions approved of by the Minister of Justice, and when the terms on which such prisoners have been paroled have been complied with, the Board may recommend for the consideration of the Minister of Justice the final discharge of such prisoners." Board of Parole.

3. Sections forty-five to forty-eight inclusive are repealed and the following are substituted therefor:— Repeal.

"**45.** Every person confined in any one of the common gaols of the province under sentence of imprisonment for any offence against the laws of Canada may, by warrant signed by the Inspector of Prisons and Public Charities or by such other officer as is authorized by the Lieutenant Governor in that behalf, be transferred from such common gaol to the Ontario Reformatory or to an Industrial Farm, Transfer to Reformatory or Farm.

there to be imprisoned for the unexpired portion of the term of imprisonment to which such person was originally sentenced.

Custody there.

"2. Such person shall thereupon be imprisoned in the Ontario Reformatory or Industrial Farm for the residue of such term unless in the meantime he is lawfully discharged or removed, and shall be subject to all the rules and regulations of the Ontario Reformatory or Industrial Farm, as the case may be.

Offender to be received.

"**46.** The Superintendent of the Custodial Branch of the Ontario Reformatory or the Superintendent of an Industrial Farm as the case may be, shall receive every offender so transferred and every offender legally certified to him as sentenced to imprisonment therein, and shall detain him subject to all the rules and regulations and discipline of their respective institutions until the term for which he has been sentenced is completed or until he is otherwise paroled or discharged in due course of law.

Employment of offenders.

"**47.** The Lieutenant Governor may from time to time authorize, direct or sanction the employment upon any specific work or duty without or beyond the limits of the Ontario Reformatory or an Industrial Farm of any of the prisoners confined or sentenced to be imprisoned therein or transferred thereto, as herein provided.

Discipline.

"2. All such prisoners shall, during such last mentioned employment, be subject to such rules, regulations and discipline as are approved by the Lieutenant Governor in that behalf.

Transfer of offenders.

"**48.** The Inspector of Prisons and Public Charities or such other officer as is authorized by the Lieutenant Governor in that behalf may from time to time by warrant, direct the removal of any offender from the Ontario Reformatory to an Industrial Farm or to the common gaol of the county in which he was sentenced or to any other gaol, or from an Industrial Farm to the Ontario Reformatory or the common gaol of the county in which he was sentenced, or to any other Industrial Farm or gaol."

Repeal.

4. Section fifty-six and sections fifty-nine to sixty-one inclusive are repealed and the following are substituted therefor:—

Transfer of females.

"**56.** Any female, from time to time confined in any common gaol under sentence of imprisonment for any offence against the laws of Canada, may, by warrant signed by the Inspector of Prisons and Public Charities or by such other officer as is authorized by the Lieutenant Governor in that behalf, be transferred from such common gaol to the Reformatory or to an Industrial Farm there to be imprisoned for the unexpired portion of the term of

imprisonment to which such female was originally sentenced or committed to the common gaol.

"2. Such female shall thereupon be imprisoned in the Reformatory or Industrial Farm for the residue of the said term, unless in the meantime she is lawfully discharged or removed, and shall be subject to all the rules and regulations of the Reformatory or Industrial Farm, as the case may be.

Female offender to be received.

"**59.** The Superintendent of the Reformatory or the Superintendent of an Industrial Farm, as the case may be, shall receive every offender so transferred, and every offender legally certified to him as sentenced to imprisonment therein, and shall there detain her subject to all the rules, regulations and discipline of their respective institutions, until the term for which she has been sentenced is completed or until she is paroled or discharged in due course of law.

Employment of offenders.

"2. The Lieutenant Governor may from time to time authorize, direct or sanction the employment upon any specific work or duty without or beyond the limits of the Reformatory or Industrial Farm of any female confined or sentenced to be imprisoned or transferred thereto as herein provided.

Discipline.

"3. All such prisoners shall, during such last mentioned employment, be subject to such rules, regulations and discipline as are approved by the Lieutenant Governor in that behalf.

Transfer.

"**60.** The Inspector of Prisons and Public Charities, or such other officer as is authorized by the Lieutenant Governor in that behalf, may from time to time by warrant, direct the removal of any female from the Reformatory to an Industrial Farm or to the common gaol of the county in which she was sentenced or to any other gaol, or from an Industrial Farm to the Reformatory or the common gaol of the county in which she was sentenced, or to any other Industrial Farm or gaol.

Delivery of offender.

"**61.** The Superintendent of the Reformatory, the Superintendent of an Industrial Farm, or the keeper of any common gaol, having the custody of any offender ordered to be removed, shall, when required so to do, deliver up to the constable or other officer or person who produces the said warrant, such offender together with a copy, attested by the said superintendent or keeper, of the sentence and date of conviction as given on the reception of the offender into the custody of such superintendent or keeper."

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 86.

An Act to amend the Prisons and Reformatories Act.

First reading, April 10, 1916.

MR. DOHERTY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 87.

An Act to amend the Railway Act.

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

1. Section one hundred and fifty-seven of the Railway Act, chapter thirty-seven of the Revised Statutes of Canada, 1906, is repealed and the following is substituted therefor:—

"**157.** The company shall prepare and submit to the Board, in duplicate, a map showing the general location of the proposed line of the railway, the termini and the principal towns and places through which the railway is to pass, giving the names thereof, the railways, navigable streams and tide-waters, if any, to be crossed by the railway, and such as may be within a radius of thirty miles of the proposed railway, and, generally, the physical features of the country through which the railway is to be constructed, and shall give such further or other information as the Board may require. Map of proposed location of railway required.

"2. Such map shall be prepared upon a scale not smaller than six miles to the inch, or upon such other appropriate scale as the Board may determine, and shall be accompanied by an application in duplicate, stating the Special Act authorizing the construction of such railway, and requesting the Board's approval of the general location as shown on the said map. Scale. Application for approval of location.

"3. The Board may approve such map and location, or any portion thereof, or may make or require such changes and alterations therein as it deems expedient; but if the Board deems that the construction of a railway upon the proposed location or upon any portion thereof is not in the public interest it shall refuse approval of the whole or of such portion; and in any case where the Board deems Approval of location by Board.

it in the public interest it may, as to any portion of the proposed railway, make any order, or require the taking of any proceedings, provided for by subsection seven and eight of this section.

Approval to be marked on map.

"4. Where the Board approves the whole or any portion of such map and location such approval shall be signified upon the map and the duplicate thereof accordingly.

Filing map, etc.

"5. The map when so approved and the application shall be filed in the Department of Railways and Canals and the duplicate thereof with the Board.

Branches not over six miles.

"6. The provisions of this section shall only apply to the main line, and to branch lines over six miles in length.

Where new railway close to existing railway.

"7. Where the proposed location of any new railway is close to or in the neighbourhood of an existing railway, and the Board is of opinion that it is undesirable in the public interest to have the two separate rights of way in such vicinity, the Board may, when it deems proper, upon the application of any company, municipality or person interested, or of its own motion, order that the company constructing such new railway shall take the proceedings provided for in section one hundred and seventy-six to such extent as the Board deems necessary in order to avoid having such separate rights of way.

Board may order joint use of existing line, etc.

"8. The Board, in any case where it deems it in the public interest to avoid the construction of one or more new railways close to or in the neighbourhood of an existing railway, or to avoid the construction of two or more new railways close to or in the neighbourhood of each other, may, on the application of any company, municipality or person interested, or of its own motion, make such order or direction for the joint or common use, or construction and use, by the companies owning, constructing or operating such railways, of one right of way, with such number of tracks, and such terminals, stations and other facilities, and such arrangements respecting them, as may be deemed necessary or desirable."

87.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 87.

An Act to amend the Railway Act.

MR. REID.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 90.

An Act to amend the Canada Temperance Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— R.S. c. 152; 1908, c. 71; 1910, c. 58; 1914, c. 53.

1. Sections one hundred and twenty, one hundred and twenty-one, one hundred and twenty-three, one hundred and twenty-four, and one hundred and thirty-nine of the *Canada Temperance Act*, Revised Statutes of Canada, 1906, chapter one hundred and fifty-two, and subsection one of section one hundred and twenty-seven of the said Act as enacted by chapter seventy-one of the Statutes of 1908, are repealed and the following are substituted therefor—

"**120.** Any producer of cider in the county or city may, at his premises, and any licensed distiller or brewer, having his distillery or brewery within any county or city, may at such distillery or brewery, expose and keep for sale such liquor as he manufactures thereat, and no other; and may sell the same thereat, but only in quantities not less than ten gallons, or in the case of ale or beer, not less than eight gallons at any one time, and only to druggists and vendors licensed as aforesaid, or to such person as he has good reason to believe will forthwith carry the same beyond the limits of the county or city, and of any adjoining county or city in which this Part is then in force, and will not carry or send the same or cause the same to be sent or carried into any city or county in which the same is to be dealt with in violation of any provincial law in force in such city or county, to be wholly removed or taken away in quantities not less than ten gallons, or in the case of ale or beer, not less than eight gallons at a time. Sale in wholesale quantities and to certain persons only.

Sales by vinegrowing companies.

"**121.** Any incorporated company authorized by law to carry on the business of cultivating and growing vines and of making and selling wine and other liquors produced from grapes, having their manufactory within such county or city, may thereat expose and keep for sale such liquor as they manufacture thereat and no other; and may sell the same thereat, but only in quantities not less than ten gallons at any one time, and only to druggists and vendors licensed as aforesaid, or to such persons as they have good reason to believe will forthwith carry the same beyond the limits of the county or city and of any adjoining county or city in which this Part is then in force, and will not carry or send the same or cause the same to be sent or carried into any city or county in which the same is to be dealt with in violation of any provincial law in force in such city or county, to be wholly removed and taken away in quantities not less than ten gallons at a time.

Sales by wholesale merchants and traders.

"**123.** Any merchant or trader, exclusively in wholesale trade and duly licensed to sell liquor by wholesale, having his store or place for sale of goods within such county or city, may thereat keep for sale and sell intoxicating liquor, but only in quantities not less than ten gallons at any one time, and only to druggists and vendors licensed as aforesaid, or to such persons as he has good reason to believe will forthwith carry the same beyond the limits of the county or city, and of any adjoining county or city, in which this Part is then in force and will not carry or send the same or cause the same to be sent or carried into any city or county in which the same is to be dealt with in violation of any provincial law in force in such city or county, to be wholly removed and taken away in quantities not less than ten gallons at a time.

Burden of proof.

"**124.** In any prosecution against a producer, distiller, brewer, manufacturer, merchant or trader, for any violation of this Part, it shall lie upon the defendant to furnish satisfactory evidence of having good reason for believing that such liquor would be forthwith removed beyond the limits of the county or city, and of any adjoining county or city in which this Part is then in force, for consumption outside the same and that such liquor would not be carried or sent into any city or county and dealt with in violation of any provincial law in force in such city or county.

Penalty for violation of Part II.

"**127.** Every one who by himself, his clerk, servant or agent, in violation of Part II of this Act,—

(*a*) exposes or keeps for sale, any intoxicating liquor; or

(*b*) directly or indirectly, on any pretense, or by any device, sells or barters, or in consideration of the purchase of any other property, gives to any other person any intoxicating liquor; or

(*c*) sends, ships, brings or carries, or causes to be sent, shipped, brought or carried to or into any county or city any intoxicating liquor; or

(*d*) delivers to any consignee or other person, or stores, warehouses, or keeps for delivery any intoxicating liquor so sent, shipped, brought or carried;

shall, on summary conviction, be liable to a penalty, for the first offence, of not less than fifty dollars and not more than one hundred dollars, or imprisonment for a term not exceeding one month, with or without hard labour, and, for a second and every subsequent offence, to imprisonment for a term not exceeding four months, with or without hard labour.

Liquor on premises where bar is found deemed to be kept for sale.

"**139.** When in any house, shop, room or other place in any county or city in which Part II of this Act or in which any prohibitory by-law passed under the provisions of *The Temperance Act of 1864*, is in force, a bar, counter, beer pumps, kegs, or any other appliances or preparations similar to those usually found in taverns and shops where intoxicating liquors are usually sold or trafficked in, are found, and intoxicating liquor is also found in such house, shop, room or place, such liquor shall be deemed to have been kept for sale contrary to the provisions of Part II of this Act or of *The Temperance Act of 1864*, as the case may be, unless the contrary is proved by the defendant in any prosecution; and the occupant of such house, shop, room or other place shall be taken conclusively to be the person who keeps therein such liquor for sale."

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 90.

An Act to amend the Canada Temperance Act.

First reading, April 14, 1916.

MR. DOHERTY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 91.

An Act to amend The Government Railways Small Claims Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1910, c. 26; 1913, c. 20; 1914, c. 9.

1. *The Government Railways Small Claims Act*, chapter twenty-six of the statutes of 1910, and the Acts amending the same, chapter twenty of the statutes of 1913, and chapter nine of the statutes of 1914, shall apply and extend to all claims arising out of the operation of all railways and all branches and extensions thereof, and ferries in connection therewith, under the control and management of the Minister of Railways and Canals, as fully as they now apply and extend to claims arising out of the operation of the Intercolonial Railway. Small Claims Acts to apply to all Government Railways.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 91.

An Act to amend The Government Railways Small Claims Act.

First reading, April 17, 1916.

Mr. Reid.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 94.

An Act to provide for the payment of Bounties on Zinc produced from Zinc Ores mined in Canada.

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

1. This Act may be cited as *The Zinc Bounties Act, 1916.* Short title.

2. Whenever it appears to the satisfaction of the Minister of Trade and Commerce, who is charged with the administration of this Act, that the standard price of zinc or spelter in London, England, is less than £36, 19s. and 3d. Sterling, per ton of two thousand two hundred and forty pounds, the Governor in Council may authorize the payment out of the Consolidated Revenue Fund of a bounty on zinc or spelter, containing not more than two per centum of impurities, produced in Canada, at the time the price is as hereinbefore stated, from zinc ores mined in Canada. Such bounty shall be equal to the difference between such standard price per ton and £36, 19s. and 3d. per ton, but shall in no case exceed two cents per pound, and in no event shall any bounty be paid when the price received for such zinc and spelter by the producer is eight cents or more per pound. Bounty on zinc produced in Canada when price is less than £36, 19s. 3d.

3. No bounty shall be payable under this Act on zinc or spelter produced during the continuation of the war, and in no event shall bounty be payable on zinc or spelter produced after the thirty-first day of July, one thousand nine hundred and seventeen. No bounty during war. Expiration of Act.

Total payments.

4. The total amount payable under the provisions of this Act shall not exceed the sum of $400,000.

Regulations.

5. The Governor in Council may make regulations for carrying out the provisions of this Act.

94.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 94.

An Act to provide for the payment of Bounties on Zinc produced from Zinc Ores mined in Canada.

First reading, April 19, 1916.

SIR THOMAS WHITE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 97.

An Act for granting to His Majesty aid for Military and Naval defence.

WHEREAS a state of war exists between His Majesty and the German Emperor, the Emperor of Austria, King of Hungary, the Sultan of Turkey, and the King of the Bulgarians; and whereas it is necessary that measures be taken for the common defence and security, and to this end it is expedient that aid as hereinafter provided be rendered to His Majesty: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. This Act may be cited as *The War Appropriation Act, 1916*. Short title.

2. From and out of the Consolidated Revenue Fund there may be paid and applied beyond the ordinary grants of Parliament a sum not exceeding two hundred and fifty million dollars (including the sum of fifty million dollars the payment of which for the purposes hereinafter mentioned has been authorized by *The Appropriation Act No. 1, 1916*) towards defraying any expenses that may be incurred by or under the authority of the Governor in Council during the year ending the thirty-first day of March, 1917, for— Payment of two hundred and fifty million dollars may be made.

Purposes.

(*a*) the defence and security of Canada;

(*b*) the conduct of naval and military operations in or beyond Canada;

(*c*) promoting the continuance of trade, industry, and business communications, whether by means of insurance or indemnity against war risk or otherwise;

(*d*) the carrying out of any measures deemed necessary or advisable by the Governor in Council in consequence of the existence of a state of war; and

(*e*) payments made for the said purposes during the fiscal years ending respectively the thirty-first day of March, nineteen hundred and fifteen, and the thirty-first day of March, nineteen hundred and sixteen,

in excess of the amounts authorized by *The War Appropriation Act, 1914*, and *The War Appropriation Act, 1915*.

Regulations.

3. The Governor in Council, in addition to any regulations deemed necessary to give effect to the provisions of this Act, shall make all such regulations as to the rates of pay and allowances of officers and men payable out of the moneys provided under this Act as may by the Governor in Council be deemed proper.

Loan authorized.

4. The Governor in Council may, in addition to the sums now remaining unborrowed and negotiable of the loans authorized by any Act of Parliament heretofore passed, raise by way of loan, by the issue and sale or pledge of securities of Canada, in such form, for such separate sums, at such rates of interest and upon such other terms and conditions as the Governor in Council may approve, such sum or sums of money as are required for the purpose of making any payment authorized by this Act, and the sums so raised shall form part of the Consolidated Revenue Fund of Canada.

Power to re-issue, sell or pledge securities.

5. When securities issued under this Act have been pledged as security for a loan, and the loan has been paid off and the pledge redeemed, the securities shall not be deemed to have been extinguished, but shall be deemed to be still alive, and may be re-issued and sold or pledged as if the former pledging had not taken place.

Charged to Con. Rev. Fund.

6. The principal raised by way of loan under this Act and the interest thereon, shall be charged upon and payable out of the Consolidated Revenue Fund.

97.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 97.

An Act for granting to His Majesty aid for Military and Naval Defence.

First reading, May 2, 1916.

SIR ROBERT L. BORDEN.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 98.

An Act to aid in the construction of certain lines of railway of the Saint John and Quebec Railway Company and to confirm an agreement between the Company and the Governments of Canada and New Brunswick.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1911, c. 11, 1912, c. 49, 1913, c. 46, 1914, c. 52.

PART I.

1. This Act may be cited as the *Saint John and Quebec Railway Act, 1916.* Short title.

2. Chapter forty-nine of the statutes of 1912, entitled *The St. John and Quebec Railway Act*, and chapter fifty-two of the statutes of 1914, entitled *An Act to amend the Saint John and Quebec Railway Act*, are hereby repealed. Acts of 1912 and 1914 repealed.

3. The Governor in Council may authorize and empower the Minister of Railways and Canals of Canada to enter into an agreement in the form in the Schedule to this Act and upon the terms and conditions therein contained; and the said Minister of Railways and Canals may do whatever is necessary to give full effect to the said agreement and to the specifications forming part thereof. Agreement with Government of N.B. and Company.

4. The *Government Railways Act* and the Acts heretofore and hereafter passed amending the same shall extend and apply to any line or lines of railway leased or operated by His Majesty under the provisions of the said agreement. Lines to be part of Government Ry. system.

5. Any expenditure made under the provisions of this Act and of the said agreement shall be paid out of the Consolidated Revenue Fund of Canada. Expenses charged to Con. Rev. Fund.

PART II.

Subsidies.

6. The Governor in Council may grant a subsidy of $3,200 per mile towards the construction of each of the undermentioned lines of railway (not exceeding in any case the number of miles hereinafter respectively stated) which shall not cost more on the average than $15,000 per mile for the mileage subsidized, and towards the construction of each of the said lines of railway not exceeding the mileage hereinafter stated which shall cost more on the average than $15,000 per mile for the mileage subsidized a further subsidy beyond the sum of $3,200 per mile of fifty per cent on so much of the average cost of the mileage subsidized as is in excess of $15,000 per mile, such subsidy not exceeding on the whole the sum of $6,400 per mile, to the Saint John and Quebec Railway Company namely:—

(*a*) a railway from Andover in the county of Victoria to Centreville in the county of Carleton, not exceeding 26 miles;

(*b*) a railway from Centreville to Gagetown in the county of Queens, not exceeding 120 miles;

(*c*) a railway from a point at or near Gagetown to a point on the Canadian Pacific Railway at or near Westfield in the county of Kings, not exceeding 45 miles;

the said subsidies to be in lieu of the subsidy granted by chapter forty-six of the statutes of 1913, section two, item four, and shall be granted on the same terms and conditions, except as to the time for commencing and completing the works, as were prescribed in *The Railway Subsidies Act, 1913*, for the subsidies therein mentioned, and upon the further express condition that the amount or amounts of any sum or sums of money heretofore paid by His Majesty as a subsidy to the company in respect of the said lines of railway or any of them or any part of any of them, and the amount of any sum or sums of money determined by the Minister of Railways and Canals as due or accruing due from the company to His Majesty at any time before the final payment of the subsidy hereby authorized shall be deducted from such subsidy.

Date of completion of lines.

7. Each of the said lines of railway shall be completed on or before the date fixed for its completion in the agreement set out in the Schedule to this Act.

Lands acquired near Fredericton.

8. Any portion of the line of railway of the company that may be constructed upon lands acquired, by purchase or lease, from the Canadian Pacific Railway Company or from His Majesty, in or near the city of Fredericton, as in the agreement aforesaid provided, may be included for purposes of the subsidy hereby authorized, as a part of the total length of the company's line.

SCHEDULE.

This Indenture made this nineteenth day of April, in the year of Our Lord one thousand nine hundred and sixteen; between His Majesty the King, on behalf of the Dominion of Canada, represented by the Honourable John Dowsley Reid, Acting Minister of Railways and Canals, hereinafter called the "Dominion," of the first part; His Majesty the King, on behalf of the Province of New Brunswick, represented herein by the Honourable David V. Landry, Provincial Secretary-Treasurer of the Province of New Brunswick, hereinafter called the "Province," of the second part; and Saint John and Quebec Railway Company, a body corporate and politic, duly incorporated under and by virtue of the laws of the Province of New Brunswick, hereinafter called the "Company," of the third part.

Whereas the Agreement bearing date the fifth day of March, in the year of Our Lord one thousand nine hundred and twelve, entered into between His Majesty the King, on behalf of the Dominion of Canada, and represented therein by the Honourable Frank Cochrane, Minister of Railways and Canals, and thereinafter called the "Dominion," of the first part; His Majesty the King, on behalf of the Province of New Brunswick, and represented therein by the Honourable Harry F. McLeod, Provincial Secretary of the Province of New Brunswick, and thereinafter called the "Province," of the second part; and the Saint John and Quebec Railway Company, incorporated by the Legislature of the Province of New Brunswick, and thereinafter called the "Company," of the third part, provided for the construction by the Company of a certain line of railway from the City of Saint John to a point of connection with the Transcontinental Railway, at or near the Town of Grand Falls, in the County of Victoria, in the said Province, and provided for the leasing by the Dominion of sections of the said line of railway when constructed and equipped, and of the whole line when fully constructed and equipped, all in accordance with the provisions of the said Agreement, the same being schedule to the Statutes of the Dominion of Canada, 1912, Chapter 49;

And Whereas it has been agreed by the several parties hereto that the said Agreement, dated the fifth day of March, one thousand nine hundred and twelve, be superseded and cancelled by the terms of this Agreement, as hereinafter set out and contained;

And Whereas the Company has, by its charter, authority to construct a line of railway from a point or points at or

near the City of Saint John, in the City and County of Saint John, and Province of New Brunswick, or on the line of the Canadian Pacific Railway at or west of Westfield Beach, in the County of Kings, and between Westfield and Welsford, in the County of Queens, and thence following as near as practicable the valley of the Saint John River, to Gagetown, in the County of Queens, and thence following the valley of the said river to the City of Fredericton, and thence following the valley of the said river, on the western side to the Town of Woodstock, in the County of Carleton, and thence via the villages of Lakeville and Centreville, to a point in the Parish of Andover, and thence to a point in the Parish of Andover on the boundary line between the State of Maine and the Province of New Brunswick, and also from the said first mentioned point, in the Parish of Andover, to the Town of Grand Falls; provided, always, that the location of the said line throughout the entire length shall be subject to the approval of the Lieutenant Governor in Council;

And Whereas by an Agreement bearing date the twelfth day of December, A.D. 1911, it was agreed between the Province and the Company that the Company should construct certain portions of the line of railway authorized by its charter, whereby the Province agreed to guarantee mortgage bonds of the Company to the extent of twenty-five thousand dollars ($25,000.00) per mile, as provided for by and in the said Agreement, it being understood and agreed that when the said line of railway agreed to be constructed should be completed in sections as therein mentioned, the Dominion should lease the said line of railway for a term of ninety-nine (99) years, and should pay as rental therefor to the Province for the purposes therein set out, forty (40%) per cent of the gross earnings of the said line of railway;

And Whereas by an Agreement bearing even date herewith, entered into between the Province and the Company, it is agreed, among other things, that the Company, in substitution for the line of railway in said Agreement of date December twelfth, 1911, defined as from Gagetown to the City of Saint John, shall construct a line of railway from Gagetown, in the County of Queens, or from a point near Gagetown to a point on the Canadian Pacific Railway at or near Westfield, in the County of Kings.

Now therefore this Indenture witnesseth that, subject to the necessary legislation being passed by the Parliament of Canada, and by the Legislature of the Province of New Brunswick, the parties hereto agree in manner following, that is to say:—

1. That the Company hereby undertakes and agrees that the said lines of railway and all bridges connecting the same and forming part thereof shall be constructed and equipped in all respects up to and according to the specifications hereto annexed, and that such construction and equipment shall be subject to the inspection of and pass the approval of an engineer or engineers, appointed by the Minister, and the said engineer or engineers shall be judge of the quality and fitness of any and all material that may be provided for the construction and equipment of the said lines of railway and bridges, and shall have the power to reject and order the removal of any material, that may be provided by the Company for the construction and equipment of the said lines of railway and bridges or any of them, which is not in accordance with the requirements of the specifications and this contract. Notice of rejection of such material, stating the grounds for such rejection, shall be given in the first instance to the engineer appointed for the time being by the Province to act for the Province under the said recited contracts between the Province and the Company, who shall forthwith cause the Company to remove such material so rejected and, in the event of the said engineer appointed by the Province failing to cause the removal of such rejected material, the engineer appointed by the Minister may notify the Company to remove the same from off the right of way and such rejected material shall not be used in the construction and equipment of the said lines of railway and bridges or any of them.

2. That the Company in order to facilitate connection of the line of railway from Centreville to Gagetown with the City of Saint John shall construct up to a standard for safe operation the line of railway from Gagetown or from a point near Gagetown to a point on the Canadian Pacific Railway at or near Westfield on or before the first day of February, A.D. 1917, and shall complete the construction and equipment of the said line of railway in all respects up to and according to the specifications hereto annexed and the requirements, as in the preceding clause set out, on or before the first day of August, A.D. 1917, and shall complete the construction and equipment of the line from Centreville to Andover up to and according to the said specifications and requirements aforesaid on or before the thirty-first day of December, A.D. 1918.

3. That upon this Agreement becoming effective between the said parties the Dominion shall enter into an interim lease of, as and from the first day of April, 1915, and operate, the line of railway from Centreville to Gagetown until the completion within the times specified of all the lines to be

leased to the Dominion under this Agreement, upon terms and conditions to be agreed upon, and that upon the completion of the line from Gagetown to Westfield the Dominion will enter into a lease thereof and operate the same pending the completion of the remaining line to Andover all in accordance with terms and conditions to be agreed upon in each case, including the forty and sixty per cent division of gross earnings as in clause ten hereof referred to.

4. That the Dominion undertakes and agrees that as soon as the lines of railway, namely, from Centreville to Gagetown, and from Gagetown or from a point near Gagetown to a point on the Canadian Pacific Railway at or near Westfield, and the line of railway from Centreville to Andover, all, shall have been constructed and equipped to the satisfaction and approval of the engineer or engineers so appointed by the Minister as aforesaid the Dominion will enter into a lease of the said lines of railway and operate the same upon terms and conditions herein agreed upon and to be embodied in the said lease for the term of ninety-nine (99) years, it being understood and agreed that the Dominion will provide the necessary, suitable and sufficient rolling stock for the operation of the said lines of railway, and will maintain, repair and upkeep the same at its own expense during the whole term of the lease, such lease to contain all the usual and necessary covenants, provisoes and conditions, and the Company hereby covenants and agrees to grant such lease accordingly.

5. That notwithstanding anything in this Agreement to the contrary the Company may at the option of and upon terms to be fixed by the Dominion construct certain portions of the railway of the Company at the City of Fredericton on lands of the Dominion.

6. That if the said lines of railway and bridges forming part thereof to be leased by the Dominion as provided in clause 3 hereof are not fully constructed and equipped in accordance with the specifications hereto annexed and the requirements of this agreement within the time or times fixed in clause two hereof any interim leases entered into pursuant to clause three hereof may be terminated at any time thereafter at the option of the Dominion, without any right, claim or demand at law, or otherwise, on the part of the Province, or on the part of the Company, as against the Dominion in any such case.

7. That in the event of any lease entered into as in this agreement provided being determined or terminated on account of default on the part of the Province, the Company, effluxion of time, or otherwise, the Dominion shall thereupon

have the right to remove from off the said railways, or any of them or any part thereof, any or all rolling stock and any other property of the Dominion.

8. That no conveyance, mortgage or other encumbrance beyond the total amount of thirty-five thousand ($35,000.00) dollars per mile, shall be placed upon the said lines of railway or any of them, except with the consent of the Governor General in Council first had and obtained and thereupon the consent of the Lieutenant Governor in Council of the Province of New Brunswick also had and obtained and that any final lease of the completed lines by the Dominion shall not be effective or binding upon the Dominion unless and until all grantees, and all mortgagees and other holders of encumbrances placed upon the said lines of railway or any of them shall consent and agree to such lease by becoming party thereto and satisfactory evidence thereof shall be furnished the Minister.

9. The Company hereby covenants to and with the Dominion and the Province respectively that no conveyance, mortgage or encumbrance beyond the total amount of thirty-five thousand ($35,000.00) dollars per mile has been placed upon the said lines of railway or any of them.

10. That when the said lines of railway, namely, the line of railway from Centreville to Gagetown and the line of railway from Gagetown to Westfield and the line of railway from Centreville to Andover, all, shall have been fully constructed and equipped in all respects up to and in accordance with the specifications hereto annexed and the requirements as in clause one hereof hereinbefore set out and the Dominion has entered into a lease of all of the certain several lines of railway as in clause four hereof hereinabove provided the Dominion shall pay semi-annually to the Province forty per cent (40%) of the gross earnings of the said railways under lease, including forty per cent (40%) of the gross earnings received from the operation over the line of railway of the Canadian Pacific Railway Company and over the bridge and railway of The Saint John Bridge and Railway Extension Company, from Westfield to and into the City of Saint John, in case such running rights are acquired by the Company, such payment to be applied by the Province as received in manner following: first, towards the payment of interest on debenture stock and bonds guaranteed by the Province; second, towards the payments required to provide a sinking fund under the provisions of the Trust Mortgages securing debenture stock and bonds guaranteed by the Province; third, towards the payment of interest on bonds or other securities of the Province in respect of the construction of

the said railways, or any of them, and to provide a sinking fund to retire the said bonds and other securities of the Province at maturity; fourth, the remainder to the Company.

11. That, after the maturity and payment of all said debenture stock and bonds so guaranteed by the Province and all bonds and other securities of the Province in respect of the construction of the said railways or any of them, all rental as aforesaid shall be paid semi-annually to the Company.

12. (*a*) That the Company may acquire by purchase or lease from the Canadian Pacific Railway Company sufficient property or right of way upon which to construct, maintain and operate, together with the right to construct, maintain and operate thereon, the line of railway of the Company along and on the north-east side of the right of way of the Canadian Pacific Railway Company in or near the City of Fredericton from a point opposite or near Victoria Station, so called, to a point beyond and near the south leg of the Intercolonial Railway Wye connection with the Canadian Pacific Railway, a distance of about one mile and a third upon such terms and conditions as shall be approved of by the Dominion and the Province;

(*b*) That the Company undertakes to acquire and secure by lease or leases effective from the date of the completion of the line of railway from Gagetown to Westfield running rights over the line of railway of the Canadian Pacific Railway Company and over the bridge and railway of the Saint John Bridge and Railway Extension Company, from Westfield to and into the City of Saint John, upon terms and conditions to be approved of by the Dominion.

13. The Company shall be liable to the Canadian Pacific Railway Company for payment of rental for such property or right of way upon which to construct, maintain and operate together with the right to construct, maintain and operate thereon the line of railway of the Company over the right of way of the Canadian Pacific Railway Company, in or near the City of Fredericton as aforesaid as in clause 12, subsection (*a*), provided, and shall also be liable to the Canadian Pacific Railway Company and to the said Bridge Company for payment of rentals for such running rights so acquired by the Company over the said lines of railway and said bridge, from Westfield to and into the City of Saint John, as provided for in clause 12, subsection (*b*), thereof.

14. Notwithstanding anything in this agreement to the contrary, the Dominion shall have the right to and may withhold and apply towards the payment of rental due to

the Canadian Pacific Railway Company under any lease acquired by the Company as in clause twelve, subsection (*a*), hereinbefore provided and also towards the payment of rental due to the Canadian Pacific Railway Company and to the said Bridge Company under any lease or leases of running rights acquired by the Company as in clause 12, subsection (*b*), hereinbefore provided from any moneys that may from time to time be due and payable under this agreement from the Dominion to the Province or the Company as the case may be, and may make such payment of rentals from time to time to the Canadian Pacific Railway Company and to the said Bridge Company accordingly and any such withholding of moneys and payment of the same for rentals to the Canadian Pacific Railway Company or to the said Bridge Company as hereinbefore provided shall be deemed payments under this agreement to the Province or the Company, as the case may be, in as full and complete satisfaction as if otherwise made under this agreement.

15. That upon failure or neglect on the part of the Company to acquire and secure running rights from Westfield to and into the City of Saint John as in clause 12, subsection (*b*), provided, the Dominion may acquire such running rights by lease or leases in its own and sole right and pay rentals therefor or may construct a line of railway from Westfield to and into the City of Saint John and in such case or cases neither the Province nor the Company shall have any right or interest in the said lease or leases or such constructed line of railway or be entitled to any revenue acquired through running rights under any such lease or through operation over such constructed line and all revenue in such case or cases shall accrue solely to the Dominion.

16. That it is understood and agreed that any expenditure, made by the Dominion during the currency of the leases or any of them hereinbefore referred to, as is usually carried to the debit of Capital Account by English Railway Companies, including expenditures for additional tracks, sidings, yards, buildings, alignment and grade revisions, and other facilities required for the economical and efficient handling of traffic, shall be repaid to the Dominion by the Company out of the said forty per cent (40%) of the gross earnings payable to the Company under this agreement or by debentures secured by mortgage on the said railways bearing four per cent (4%) interest, at the option of the Company.

Provided, however, that no such expenditures shall be entered upon without the consent of the Company or

failing such consent without the ruling or finding of the Board of Railway Commissioners for Canada that the same are proper and reasonable expenditures. The ruling or finding of the Board in any case shall be final and binding upon the parties hereto.

17. That no conveyance, mortgage or encumbrance placed upon the said railways or any of them as hereinbefore provided shall in any way affect or apply to any rolling stock or other property of the Dominion on the said railways or any of them or used in any way in connection with the operation thereof.

18. That each of the parties hereto will promote and assist in the procuring of legislation to have this agreement ratified and confirmed by the Parliament of Canada, and by the Legislature of the Province of New Brunswick, as soon as may be reasonably practicable.

19. That this agreement cancels and supersedes the agreement of 1912.

20. That any difference which may arise under this agreement either as to the construction or respecting the carrying out of the same according to the true intent and meaning thereof shall, if it cannot be amicably adjusted by the parties hereto, be submitted to arbitration in the following manner (the Dominion being a party of the one part to such arbitration proceedings and the Province and the Company jointly a party of the other part), the party desiring such reference shall appoint an arbitrator and give notice thereof and of intention to make such reference to the other party who shall within thirty days after receipt of such notice appoint on its behalf an arbitrator, in default of which such an arbitrator on behalf of such other party may be appointed by one of the judges of the Supreme Court of the Province of New Brunswick upon the application of the party desiring such reference after ten days' notice to the other party. The two arbitrators so appointed or selected shall select a third and the award of the said three arbitrators or a majority of them made after due notice to both parties of the time and place of hearing the matter referred and hearing the party or parties who may attend shall be final and binding on both parties to such arbitration proceedings, and the parties hereto expressly agree to abide thereby. In case the two arbitrators first appointed shall fail to appoint a third within ten days after they have both been appointed, then the third arbitrator may be appointed by one of the judges of the Supreme Court of the Province of New Brunswick on application of either party after ten days' notice to the other. In case of death or refusal or inability to act of any arbitrator, or if

for any cause the office of any arbitrator becomes vacant, his successor shall be appointed in the same manner as is provided for his appointment in the first instance, unless the parties otherwise agree.

Should it be found in practice that cases and events arise or happen that have not been provided for herein, all disputes and differences which may arise respecting the same shall on the application of either party be decided by the Board of Railway Commissioners for Canada, and the parties covenant each with the other to do and perform whatever the Board may order or direct on such application, and it is agreed that such order shall be final, binding and without appeal.

21. That in this agreement the words "His Majesty" (represented by the Minister of Railways and Canals), shall mean and include the reigning Sovereign, and the successors and assigns of the Sovereign; the words "the Minister" or other words relative thereto shall mean the person holding the position or acting in the capacity of the Minister of Railways and Canals, for the time being; the words "His Majesty" (represented by the Honourable D. V. Landry, Provincial Secretary-Treasurer of the Province of New Brunswick), shall mean His Majesty on behalf of the said Province, and include the reigning Sovereign, and the successors or assigns of the Sovereign in that behalf; the words "the Company" shall mean and include the Saint John and Quebec Railway Company, and the successors and assigns of the said Company; the words "agreement of 1912" shall mean the agreement set out as a schedule to the Statutes of Canada, 1912, Chapter 49.

In witness whereof, His Majesty, on behalf of the Dominion of Canada, has executed these Presents by the Honourable John Dowsley Reid, Acting Minister of Railways and Canals, and by the Secretary of the Department of Railways and Canals, and the Seal of the said Department has been hereto affixed; His Majesty, on behalf of the Province of New Brunswick, has executed the same by the Honourable Provincial Secretary-Treasurer of the Province of New Brunswick, and the Seal of the said Province has been hereto affixed, and the said party of the third part has executed the same by its President and Secretary under

the Corporate Seal of the Company and by order of the Board of Directors of the said Company.

Signed, sealed and delivered by the Acting Minister of Railways and Canals, and the Secretary of the Department of Railways and Canals, in the presence of	*Acting Minister of Railways and Canals.* *Secretary.*
Signed, sealed and delivered by the Provincial Secretary-Treasurer of the Province of New Brunswick, in presence of	*Provincial Secretary-Treasurer of New Brunswick.*
Signed, sealed and delivered by the Saint John and Quebec Railway Company, in manner aforesaid, in presence of	*President.* *Secretary.*

SAINT JOHN AND QUEBEC RAILWAY SPECIFICATIONS.

1. This specification is intended to cover a complete railway as contracted for and set out in the aforegoing agreement, of which this forms a part, with all facilities for the economical and efficient handling of freight and passenger traffic.

2. The railway shall be a single track line, with a standard gauge of four feet eight and a half inches with necessary sidings.

3. The alignment and gradient shall be the best the physical features of the country will reasonably admit of; the maximum virtual grades south of the city of Fredericton shall not exceed four-tenths of one per cent, eastbound, and six-tenths of one per cent westbound; between Fredericton and the northern terminus the maximum virtual grades shall not exceed one per cent, or fifty-three feet to the mile. All maximum grades on curves shall be compensated at the rate of four hundredths of a foot per each degree of curvature. The maximum curvature, unless approved by the Minister of Railways, shall have a radius of not less than eight hundred and eighteen feet, or seven degrees, and all curves sharper than two degrees are to be properly

spiralled. The plan and profile showing alignment and gradients shall be approved by the Minister of Railways and Canals before construction is started.

4. In all wooded sections the land must be cleared to the width of not less than forty-nine and one-half feet on either side of the centre line; all brush and logs must be completely burnt and none thrown on the adjacent land. All such brush and logs must be burnt at such time, and in such manner that the fire from the same shall not spread to or destroy any trees, fences, buildings, or timber belonging to the Crown, or any person, company or corporation other than the Company, and every possible care and precaution shall be taken and exercised by the Company, their servants and agents in burning any such brush and logs, that no damage shall be thereby done to the property of the Crown or of any company or private person or persons.

5. All stumps must be grubbed out within the limits of cutting under four feet in depth or embankments less than two feet in height.

6. All stumps must be close cut where embankments are less than four feet in height. The tops of stumps in no case are to be closer than four (4) feet from subgrade of embankments.

7. The railway must be enclosed with substantially built legal fences of wire or wood with the necessary gates and crossings to accommodate the farmers and the public generally.

8. Road crossings with cattle guards and sign boards shall be provided at all public highways crossing the railway on a level with the rails.

9. The width of earth cuts at profile subgrade will be 22 feet with slopes as ordered—generally one and one-half to one.

The width of rock cuts will be 20 feet wide at profile subgrade with slopes of one-quarter to one.

The width of embankments 16 feet high or less will be at profile subgrade sixteen feet, over that height they will be eighteen feet wide. Generally the side slopes of earth embankments will be at an inclination of one and one-half to one. Embankments in rock generally one to one. All embankments subject to the action of water shall be properly rip-rapped with stone.

10. Efficient drainage must be provided by open ditches and under drains wherever required.

11. All bridges, culverts and other structures must be of ample size and strength for the purpose intended; piers and abutments of bridges must be of massive masonry, Portland cement concrete, or reinforced Portland cement

concrete and culverts under embankments over twelve feet in height must be of well built strong second-class masonry, concrete, reinforced concrete or iron, made of durable and suitable materials of their several kinds. Under embankments less than twelve feet in height, culverts of reinforced concrete, concrete, or iron pipe of suitable strength and size, and approved by the engineer appointed by the Minister of Railways, may be used.

12. Open or beam culverts, abutments and piers must also be of masonry, concrete or reinforced concrete of suitable strength and design and approved by the engineer. Superstructures of bridges and beam culverts shall be of structural steel, built and erected in accordance with the general specifications for steel superstructures of bridges and viaducts of the Department of Railways and Canals of the class "Heavy."

13. The rails shall be of steel weighing not less than eighty pounds per lineal yard of approved section and with the most approved angle bars, tie plates for curves and other fastenings. Provided, however, that relaying eighty-pound steel rails from the Intercolonial Railway may be used upon written consent of the Minister.

14. The railway must be well ballasted with gravel or other suitable material for a depth of not less than ten inches under the ties, and be properly trimmed to Canadian Government Railways Standard section. All ties to be of cedar, hemlock or princess pine, sound and of good quality, six to ten inches face by six and seven inches thick, not more than forty per cent to be six inches in thickness, and eight feet long, to be laid not less than twenty-eight hundred and eighty (2,880) to the mile.

15. Stations to be equipped with heating apparatus of such size as is necessary; freight sheds, sidings for meeting and passing of trains eighteen hundred feet long; business sidings, loading platforms, yards at terminals, engine-houses fully equipped, boiler houses, and boiler machine shops, machines and tools, coaling plants, ash pits, all in such locations as are approved by the Minister of Railways and Canals, telegraph line and equipment; water tanks, and stand pipes including water supply about every twenty miles; section and tool houses every six or eight miles; track scales, ice houses; turntables and Y's and such other structure and building as may be necessary to meet the requirements of the traffic shall be provided by the Company of the most modern and improved designs, and to meet the requirements and approval of the Minister of Railways and Canals.

16. Viaducts may be built over gulches or ravines in lieu of embankments and culverts. They must in all cases rest upon pedestals of solid masonry, or concrete on suitable foundations to take the loads without settlement, and the superstructure shall be built of structural steel strictly in accordance with the specifications and requirements of the Department of Railways and Canals of Canada above referred to.

17. The standard plans and specifications of the Canadian Government Railways will in general be followed in the construction, etc., of this railway.

18. The Company must procure by deed, or otherwise acquire a sufficient right of way through all private lands of not less width than ninety-nine feet, except within the limits of cities, towns or villages or at such other point or points where the lesser width may be allowed as approved by the Governor in Council; and provide sufficient land for station grounds which shall unless otherwise approved by the Minister of Railways and Canals, be of not less than two hundred feet wide and one thousand feet long, and such lands as may be required for yards at terminals to the approval of the Minister both in the matter of area and location.

Identical text substituted from Statutes.

98.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 98.

An Act to aid in the construction of certain lines of railway of the Saint John and Quebec Railway Company, and to confirm an agreement between the Company and the Governments of Canada and New Brunswick.

First reading, May 3, 1916.

MR. REID.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 99.

An Act to amend the Exchequer Court Act.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1907, c. 15; 1908, c. 27; 1909, c. 12; 1910, c. 19; 1912, c. 21; 1913, c. 17.

1. This Act may be cited as *The Exchequer Court Amendment Act, 1916.* Short title.

2. Section twenty of the *Exchequer Court Act*, Revised Statutes of Canada, 1906, chapter one hundred and forty, as amended by the Statutes of 1910, chapter nineteen, is further amended by adding thereto the following paragraphs:— Jurisdiction of Court extended.

"(*g*) Every matter in which the Crown and any person interested therein have agreed that the Crown shall pay to such person an amount to be determined by the Exchequer Court; Claims referred by agreement.

"(*h*) The determining of the value of any real or personal, moveable or immoveable, property, or of any interest therein, sold, leased or otherwise disposed of by the Crown, or which the Crown proposes to sell, lease or otherwise dispose of, when such matter has been referred to the Exchequer Court by the head of the Department charged with the administration of such property." Determining value of property.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS
OF CANADA.

BILL 99.

An Act to amend the Exchequer Court Act.

First reading, May 4, 1916.

MR. DOHERTY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 101.

An Act to authorize the acquisition of lines of railway between the City of Quebec and Nairn Falls and besween Lyster and St. Jean des Chaillons.

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

Power to acquire certain railways.

1. The Governor in Council may authorize and empower the Minister of Railways and Canals to acquire, under the provisions of *An Act to amend the Government Railways Act and to authorize the purchase of certain railways*, chapter sixteen of the statutes of 1915, and upon such terms and conditions as the Governor in Council may approve, the railways described in the schedule hereto, together with such equipment, appurtenances and properties used in connection with such railways as the Governor in Council may deem necessary for the operation thereof.

Values fixed by Exchequer Court.

2. The consideration to be paid for each of the said railways and for any equipment, appurtenances and properties that may be acquired as aforesaid shall be the value thereof as determined by the Exchequer Court of Canada.

SCHEDULE.

(*a*) The line of railway commonly known as the Quebec, Montmorency and Charlevoix Railway, extending from St. Paul street in the city of Quebec to St. Joachim, a distance of about forty-three and one-fifth miles;

(*b*) the Quebec and Saguenay Railway, extending from its junction with the Quebec, Montmorency and Charlevoix Railway at St. Joachim in the county of Montmerency to Nairn Falls in the county of Charlevoix, a

distance of about sixty-two and eight-tenths miles; and

(c) the Lotbiniere and Megantic Railway extending from Lyster in the county of Megantic to St. Jean des Chaillons in the county of Lotbiniere, a distance of about thirty miles.

101.

6th Session, 12th Parliament, 6 George V, 1916

THE HOUSE OF COMMONS OF CANADA.

BILL 101.

An Act to authorize the acquisition of lines of railway between the City of Quebec and Nairn Falls, and between Lyster and St. Jean des Chaillons.

First reading, May 8, 1916.

Mr. REID.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL A.

An Act respecting The Governing Council of The Salvation Army in Canada, and to change the name thereof to "The Governing Council of The Salvation Army, Canada East."

Preamble. 1909, c. 132.

WHEREAS by the Act of the Parliament of Canada, chapter 132 of the statutes of 1909, a corporation, under the name of The Governing Council of the Salvation Army in Canada, was constituted, with the consent and approval of the late William Booth, usually known and designated as General of the Salvation Army, for the purposes of administering in Canada the property, business and other temporal affairs of the Salvation Army and with the powers in the said Act set forth; and whereas a petition has been presented by the said corporation setting forth that since the passing of the said Act the said William Booth has died and William Bramwell Booth is now the officer of the Salvation Army usually known and designated as General thereof; that the business and affairs in Canada of the Salvation Army have so increased and extended as to make it necessary and desirable that there should be two corporations for the purposes of such administration, one of which shall have its headquarters in the western part of Canada and the other in the eastern part of Canada; that the said William Bramwell Booth and the corporation aforesaid have severally approved of such division of administration and have severally authorized an application to Parliament by certain officers of the Salvation Army in Canada to be incorporated for the purposes of administering from the western part of Canada the property, business and other temporal affairs of the Salvation Army; and that in order to effect such division of administration it is necessary and desirable that the said Act be amended as hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Name changed.

1. The name of The Governing Council of the Salvation Army in Canada, hereinafter called "the Corporation" is hereby changed to "The Governing Council of the Salvation Army, Canada East," but such change in name shall not

Rights saved.

in any way impair, alter or affect the rights or liabilities of the Corporation, nor in any wise affect any suit or proceeding now pending, or judgment existing, either by, or in favour of, or against the Corporation, which notwithstanding such change in the name of the Corporation, may be prosecuted, continued, completed and enforced as if this Act had not been passed.

1909, c. 132, s. 1. amended.

2. Section 1 of chapter 132 of the statutes of 1909 is hereby amended by adding thereto, as subsections 2 and 3 thereof, the following:—

Reduction of membership.

"2. The Corporation may from time to time, with the consent and approval of the General of the Salvation Army for the time being, reduce the number of members of the Corporation to any number not less than three by passing a by-law declaring the number to which it shall be reduced and designating the offices the occupants of which as staff officers shall on the passing of such by-law cease to be members of the Corporation.

Increase of membership.

"3. The Corporation may from time to time, with the consent and approval of the General of the Salvation Army for the time being, after having reduced the number of members of the Corporation, increase the number to a number not exceeding five by passing a by-law declaring the number of members to which it shall be increased, and stating in such by-law the name of the officer or officers being staff officers and residents in Canada, and the name or names of the office or offices by which they are respectively known in the Salvation Army in Canada under the jurisdiction of the Corporation; and the person or persons holding such official position and their respective successors in such offices shall respectively while holding such offices be members of the Corporation, and thereafter the Corporation shall, subject as hereinbefore provided, consist of the number of members to which it shall have been so increased."

S. 10, amended. Real property. Forfeiture to Crown.

3. Subsection 2 of section 10 of the said Act is hereby amended by adding at the end thereof the words "if said parcel of land or interest therein remains undisposed of at the expiration of such six months.'"

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

A

An Act respecting The Governing Council of The Salvation Army in Canada, and to change the name thereof to "The Governing Council of The Salvation Army, Canada East."

Received and read a first time,

Thursday, 20th January, 1916.

Second reading,

Wednesday, 9th February, 1916.

HONOURABLE SIR MACKENZIE BOWELL.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL B.

An Act to incorporate The Governing Council of The Salvation Army, Canada West.

Preamble. 1909, c. 132.

WHEREAS by the Act of the Parliament of Canada, chapter 132 of the statutes of 1909, a corporation, under the name of The Governing Council of the Salvation Army in Canada, was constituted, with the consent and approval of the late William Booth, usually known and designated as General of the Salvation Army, for the purposes of administering in Canada the property, business and other temporal affairs of the Salvation Army and with the powers in the said Act set forth; and whereas the said corporation has represented that since the passing of the said Act the said William Booth has died and William Bramwell Booth is now the officer of the Salvation Army usually known and designated as General thereof; that the business and affairs in Canada of the Salvation Army have so increased and extended as to make it necessary and desirable that there should be two corporations for the purposes of such administration, one of which shall have its head-quarters in the western part of Canada and the other in the eastern part of Canada; and whereas, with the consent and approval of the said William Bramwell Booth and of The Governing Council of The Salvation Army in Canada, certain officers of The Salvation Army in Canada, namely, George Charles Sowton, commissioner, William John Barnard Turner, chief or territorial secretary, and Ernest Pugmire, financial secretary, have presented a petition praying that in order to effect such division of administration they and their successors in the said offices may be incorporated for the purposes of administering from the western part of Canada the property, business and other temporal affairs of the Salvation Army; and whereas

it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. The said George Charles Sowton, William John Barnard Turner, and Ernest Pugmire, by virtue of their respective offices above mentioned, and their successors in the said offices, are hereby constituted a corporation, under the name of "The Governing Council of The Salvation Army, Canada West," hereinafter called "the Corporation," for the purposes of administering in Canada the property, business and other temporal affairs of the Salvation Army.

Corporate name.

Purposes.

Increase of membership.

2. The Corporation may from time to time, with the consent and approval of the General of the Salvation Army for the time being, increase the number of members of the Corporation to a number not exceeding five, by passing a by-law declaring the number of members to which it shall be increased, and stating in such by-law the name of the officer or officers, being staff officers and residents in Canada, to be such additional members, and the name or names of the office or offices by which they are respectively known in the Salvation Army in Canada under the jurisdiction of the Corporation; and the person or persons holding such official position and their respective successors in such offices shall respectively while holding such offices be members of the Corporation, and thereafter the Corporation shall, subject as hereinbefore provided, consist of the number of members to which it shall have been so increased.

Reduction of membership.

3. The Corporation may from time to time, with the consent and approval of the General of the Salvation Army for the time being, after having increased the number of members of the Corporation, reduce the number to any number not less than three by passing a by-law declaring the number to which it shall be reduced and designating the offices the occupants of which as staff officers shall on the passing of such by-law cease to be members of the Corporation.

Membership, ex officio.

2. If any of the said offices is altered or abolished in accordance with the constitution of the Salvation Army, any other office constituted in accordance with the said constitution may be substituted for the office so altered or abolished, and the person holding the office so substituted shall by virtue thereof become a member of the Corporation.

Head office.

3. The head office of the Corporation shall be in the city of Winnipeg, province of Manitoba, and may be known and described as "The Territorial Headquarters." The Corporation may from time to time, by by-law, with the approval of the General of the Salvation Army, change the situation of the head office to any other place in Canada, and, with the like approval, establish branch offices or agencies in any place in Canada or elsewhere.

Branches.

Power to make by-laws.

4. The Corporation may, from time to time, make by-laws, not contrary to law nor inconsistent with the foundation-deeds set forth in the Schedule to chapter 132 of the statutes of 1909, for:—

(*a*) the administration, management and control of the property, business and other temporal affairs of the Corporation;

(*b*) the appointment, functions, duties and remuneration of all officers, agents and servants of the Corporation;

(*c*) the appointment of committees and their duties;

(*d*) the calling of meetings, regular or special, of the Corporation or of committees;

(*e*) the fixing of the necessary quorum and procedure in all things at such meetings;

(*f*) generally, for the carrying out of the objects and purposes of the Corporation.

Establishment of charitable institutions.

5. The Corporation may, throughout Canada, establish, acquire by purchase, lease, gift, devise, bequest or otherwise, build, maintain, manage and operate:—

(*a*) buildings and places for meetings, religious or secular, of the Salvation Army;

(*b*) offices for the transaction of its business;

(*c*) homes for its officers, and, subject to provincial laws, schools and colleges for their education and training;

(*d*) lodging houses, shelters, homes and workshops for the poor;

(*e*) hospitals and places of rest and recuperation for the sick and convalescent;

(*f*) homes for the rescue of fallen women;

(*g*) homes for children;

(*h*) homes and shelters for immigrants;

(*i*) generally, any buildings necessary for carrying out the eleemosynary, educational, religious or other benevolent objects and purposes of the Salvation Army.

Colonization powers.

6. The Corporation, in order to enable persons in Canada desirous of owning their own homes to acquire lands and to become self-supporting by their own labour in tilling the

soil or otherwise, subject to any Act or regulation in force in Canada or in any province thereof, may—

(*a*) establish, at any places in Canada, agricultural or industrial colonies, and maintain and manage such colonies;

(*b* for the purpose of promoting the settlement and cultivation of any lands in such colonies, enter into agreements with settlers or intending settlers to aid them by making advances of money, goods, utensils or other necessaries, which advances may be secured upon such lands, or otherwise; and construct and operate, or aid in, or subscribe to works of construction, maintenance and improvement of roads, bridges, aqueducts, ditches, mills, and other similar works;

(*c*) generally, do all things necessary or expedient for the objects and purposes authorized by this section.

Commercial business.

7. The Corporation, for the purposes of the Salvation Army, may, throughout Canada, establish, maintain, operate and carry on the following businesses:—

(*a*) printing and publishing;

(*b*) manufacturing, buying and selling goods, articles and appliances required by the Salvation Army.

Disposal of profits.

2. No officer, member or employee of the Corporation or of the Salvation Army shall receive any pecuniary profit from any such business, except reasonable salary or wages, or except by way of proper benefit from charitable funds of the Corporation in compensation for services rendered in or about such business; and all other pecuniary profits of the said businesses shall be applied to the objects and purposes of the Salvation Army.

Powers to acquire and hold real property.

8. The Corporation may purchase, take, have, hold, receive, possess, retain and enjoy, property, real or personal, corporeal or incorporeal, whatsoever, and for any or every estate or interest therein whatsoever, given, granted, devised, or bequeathed to it, or appropriated, purchased, or acquired by it in any manner or way whatsoever, to, for or in favour of the uses and purposes of the Corporation or of the Salvation Army set forth in sections 5, 6 and 7 of this Act, or to, for or in favour of any eleemosynary, educational, religious or other institution established or intended to be established, by, under the management of, or in connection with the work of the Corporation or the Salvation Army, or to, for or in favour of the uses and purposes of any agricultural or industrial colony so established or intended to be established.

2. The annual value of the real estate held by or in trust for the Corporation in any province of Canada, for the objects and purposes of sections 6 and 7 of this Act, shall not exceed fifty thousand dollars, except in the province of Manitoba, where it shall not exceed one hundred and fifty thousand dollars. Limit as to value.

3. The Corporation shall, within ten years after its acquisition of any real estate, sell or otherwise dispose of and alienate so much of such real estate as is not required for the use and occupation of the Salvation Army in Canada, but nothing herein contained shall be deemed in any wise to vary or otherwise affect any trust relating to such property. Limit as to time of holding.

9. The Corporation may also sell, convey, exchange, alienate, mortgage, lease or demise any real property held by the Corporation, whether by the way of investment for the uses and purposes mentioned in the next preceding section or not; and may also, from time to time, invest all or any of its funds or moneys, and all or any funds or moneys vested in or acquired by it for the uses and purposes aforesaid, in and upon any security by way of mortgage, hypothec or charge upon real property in any part of Canada; and for the purposes of such investment may take, receive and accept mortgages or assignments thereof, whether made and executed directly to the Corporation or to any corporation, body, company or person in trust for it; and may sell, grant, assign and transfer such mortgages or assignments, and may release and discharge such mortgages or assignments either wholly or partly. Investment in and disposal real property.

10. The Corporation may hold such real estate as is *bona fide* mortgaged to it by way of security, or conveyed to it in satisfaction of debts or judgments recovered: Provided that no parcel of land or interest therein, at any time acquired by the Corporation and not required for its actual use and occupation, and not held by way of security, shall be held by the Corporation or any trustee on its behalf, for a longer period than ten years after the acquisition thereof, but shall, at or before the expiration of such period, be absolutely sold and disposed of, so that the Corporation shall no longer retain any interest therein, except by way of security. Disposal of real property acquired by way of security. Limit as to time.

2. Any such parcel of land, or any interest therein not within the exceptions hereinbefore mentioned, which has been held by the Corporation for a longer period than ten years without being disposed of, shall be forfeited to His Majesty for the use of Canada: Provided that no Forfeiture to Crown.

such forfeiture shall take effect or be enforced until the expiration of at least six calendar months after notice in writing from the Minister of Finance to the Corporation of the intention of His Majesty to claim such forfeiture if such parcel of land or interest therein remains undisposed of at the expiration of such six months.

Notice.

Statement.

3. The Corporation shall give the Minister of Finance when required a full and correct statement of all lands at the date of such statement held by the Corporation, or in trust for it, and subject to the provisions of this section.

Application of Dominion and Provincial mortmain laws.

11. In regard to any real property which, by reason of its situation or otherwise, is subject to the legislative authority of the Parliament of Canada, a license in mortmain shall not be necessary for the exercise of the powers granted by this Act; but otherwise the exercise of the said powers shall in any province of Canada be subject to the laws of such province as to the acquisition and holding of lands by religious corporations, in so far as such laws apply to the Corporation.

Authority transfer of property held in trust.

12. In so far as authorization by the Parliament of Canada is necessary, any person or corporation in whose name any property, real or personal, is held, in trust or otherwise, for the uses and purposes aforesaid, or any such person or corporation to whom any such property devolves, may, subject always to the terms and conditions of any trust relating to such property, transfer such property or any part thereof to the Corporation.

Execution of deeds.

13. Any deed or other instrument relating to real estate vested in the Corporation or to any interest in such real estate shall, if executed within the jurisdiction of the Parliament of Canada, be deemed to be duly executed if there are affixed thereto the seal of the Corporation and the signature of any officer of the Corporation duly authorized for such purpose or his lawful attorney.

Borrowing powers.

14. If authorized thereto by by-law passed by unanimous vote of the Corporation at a meeting duly called for the purpose of considering the by-law, the Corporation may, from time to time, for the purposes of the Corporation:—

(*a*) borrow money upon the credit of the Corporation;

(*b*) limit or increase the amount to be borrowed;

Negotiable instruments.

(*c*) make, draw, accept, endorse or become party too promissory notes and bills of exchange; every such note or bill made, drawn, accepted or endorsed by the

officer thereto authorized by the by-laws of the Corporation and countersigned by the proper officer of the Corporation, shall be binding upon the Corporation, and shall be presumed to have been made, drawn, accepted or endorsed with proper authority, until the contrary is shown; and it shall not be necessary in any case to have the seal of the Corporation affixed to any such note or bill;

Bonds.

(*d*) issue bonds, debentures or other securities of the Corporation for sums not less than twenty-five dollars each, and pledge or sell the same for such sums and at such prices as may be deemed expedient;

(*e*) mortgage, hypothecate or pledge the real or personal property of the Corporation or both to secure any such bonds, debentures or other securities and any money borrowed for the purposes of the Corporation.

Personal responsibility of officers.

2. No officer of the Corporation so authorized as aforesaid, shall be individually responsible for any such promissory note or bill of exchange made, drawn, accepted or endorsed or countersigned by him, unless such promissory note or bill of exchange has been issued without proper authority.

Powers for investment of funds.

15. The Corporation may invest its funds, or any portion thereof, either directly in the name of the Corporation or indirectly in the name of trustees, in the purchaseof:—

(*a*) the debentures, bonds, stocks or other securities of Canada, or of any province of Canada, or of any municipal or public school corporation in Canada; or,

(*b*) the stock of any chartered bank in Canada, or the debentures, bonds, stocks or other securities of any building society, loan or investment company, trust company, water-works company, water-power company, gas company, navigation company, street railway company (by whatever power the railway is operated), electric light or power company, heat and light company, rolling stock company, bridge construction company, harbour-trust company or commission, telegraph, cable or telephone company, dock company, fire insurance company, or the debentures or bonds of any steam railway company, which has earned and paid regular dividends upon its ordinary preferred or guaranteed stocks for the two years next preceding the purchase of such bonds or debentures, if such society, commission or company is incorporated in Canada; or,

(*c*) the public consols, stocks, bonds, debentures, or other securities of the United Kingdom, or of any colony or dependency thereof; or,

(*d*) ground rents and mortgages on real estate in any province of Canada.

Powers to lend.

2. The Corporation may lend its funds, or any portion thereof, on the security of,—

(*a*) any of the bonds, stocks, debentures or securities mentioned in the last preceding subsection; or,

(*b*) real estate or leaseholds for a term or terms of years, or other estate or interest in real property in any province of Canada.

Collateral securities.

3. The Corporation may take any additional securities of any nature to secure further the repayment of any liability thereto, or to secure further the sufficiency of any of the securities in or upon which the Corporation is by this Act authorized to invest or lend any of its funds.

Terms of loans.

4. Any loan by this Act authorized to be made may be on such terms and conditions, and in such manner, and at such times, and for such sums, and in such sums of repayment, whether of principal or interest or principal and interest together, as the Corporation from time to time determines.

Statement of operations and business.

16. Whenever the Minister of Finance so requires in writing and within such reasonable delay as he appoints, the Corporation shall transmit to him a statement as to the nature and extent of such of the operations and business of the Corporation as he designates.

Form.

2. Every such statement shall be in such form and contain such details as the Minister of Finance requires, and shall be verified by the oath of the presiding officer of the Corporation.

Penalty for not furnishing statement.

3. If for the space of one month the Corporation neglects or refuses to comply with any such written request of the Minister of Finance the Corporation shall be liable to a penalty not exceeding twenty dollars for every day during which such default continues, and any member of the Corporation who knowingly or wilfully authorizes or permits such default shall be liable to the like penalty.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL B.

An Act to incorporate The Governing Council of the Salvation Army, Canada West.

Received and read a first time

Thursday, 20th January, 1916

Second reading,

Wednesday, 9th February, 1916.

HONOURABLE SIR MACKENZIE BOWELL.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL C.

An Act to amend The Companies Act.

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

1. This Act may be cited as *The Companies Act Amendment Act*, 1916. Short title.

APPLICATION OF ACT.

2. Except as hereinafter otherwise provided this Act applies to all companies to which Part I or Part II of *The Companies Act* applies. Application. R.S., c. 79.

PRIVATE COMPANIES.

3. For the purposes of this Act the expression "private company" means a company which, by its special Act, letters patent or supplementary letters patent— Meaning of "private company."

(*a*) restricts the right to transfer its shares; and

(*b*) limits the number of its shareholders (exclusive of persons who are in the employment of the company) to fifty; and

(*c*) prohibits any invitation to the public to subscribe for any shares or debentures of the company.

2. Where two or more persons hold one or more shares in a company jointly they shall, for the purpose of this section, be treated as a single member. Joint shareholders.

3. This section shall not be applicable to any company operating or controlling any public or municipal franchise, undertaking or utility, or which may require or use for its purposes any permanent structure in, on, across or under any highway or stream or adjoining navigable waters. Public utility companies excepted.

4. Any company incorporated before the passing of this Act which at the time of the passing of this Act has less Conditions under which existing

private companies may be brought within provisions of Act.

than fifty shareholders (exclusive of persons who are in the employ of the company) and which has not invited the public to subscribe for any of its shares or debentures, and which, before or after the passing of this Act, has passed by-laws—

(*a*) restricting the right to transfer its shares;

(*b*) limiting the number of its members (exclusive of persons who are in the employ of the company) to fifty; and

(*c*) prohibiting any invitation to the public to subscribe for any shares or debentures of the company;

may, at any time before making its first annual return under the provisions of this Act, file in the Department of the Secretary of State of Canada evidence that at the time of the passing of this Act it had less than fifty shareholders (exclusive of persons in the employ of the company) and that it had not invited the public to subscribe for its shares or debentures, and evidence of the due passing of such by-laws and of the confirmation thereof by the shareholders of the company at a meeting duly called for such purpose, and thereupon the Secretary of State of Canada may issue a certificate that such company is a private company within the provisions of this section, and shall give notice thereof in *The Canada Gazette*, and thereupon such company shall be deemed to be a private company within the provisions of this section; provided, however, that no by-laws of the company thereafter amending, altering or varying any of the said by-laws for any of the purposes herein referred to shall be valid or acted upon unless confirmed by supplementary letters patent duly issued under the provisions of this Act.

ANNUAL FINANCIAL STATEMENT.

Annual meeting.

4. The annual meeting of the shareholders of the company shall be held at such time and place in each year as the special Act, letters patent, or by-laws of the company provide, and in default of such provisions in that behalf the annual meeting shall be held at the place named in the special Act or letters patent as the place of the head office of the company, on the fourth Wednesday in January in every year.

2. At such meeting the directors shall lay before the company—

Balance sheet.

(*a*) a balance sheet made up to a date not more than three months before such annual meeting: Provided, however, that the shareholders of a company which carries on its undertaking out of Canada may, by

resolution at a general meeting, extend this period to not more than six months;

(*b*) a general statement of income and expenditure for the financial period ending upon the date of such balance sheet;

(*c*) the report of the auditor or auditors;

(*d*) such further information respecting the company's financial position as the special Act, letters patent or by-laws of the company require.

3. Except in cases of private companies, on resolution passed at such meeting by shareholders holding at least five per cent of the capital stock of the company, the directors shall forward to every shareholder a copy of such of the statements (*a*), (*b*), (*c*) and (*d*) mentioned in subsection two hereof as are required by such resolution.

Details of balance sheet.

4. Every balance sheet shall be drawn up so as to distinguish severally at least the following classes of assets and liabilities, namely:—

(*a*) cash;

(*b*) debts owing to the company from its customers;

(*c*) debts owing to the company from its directors, officers and shareholders respectively;

(*d*) stock in trade;

(*e*) expenditures made on account of future business;

(*f*) lands, building, and plant;

(*g*) goodwill, franchises, patents and copyrights, trade-marks, leases, contracts and licenses;

(*h*) debts owing by the company secured by mortgage or other lien upon the property of the company;

(*i*) debts owing by the company but not secured;

(*j*) amount of common shares, subscribed for and allotted and the amount paid thereon;

(*k*) amount of preferred shares subscribed for and allotted and the amount paid thereon;

(*l*) indirect and contingent liabilities.

INSPECTION AND AUDIT.

Investigation of affairs of company.

5. The Secretary of State of Canada may appoint one or more competent inspectors to investigate the affairs of any company and to report thereon in such manner as the Secretary of State of Canada may direct—

(i) In the case of any company having a share capital, on the application of shareholders holding not less than one-tenth of the shares issued;

(ii) In the case of a company not having a share capital, on the application of not less than one-fifth in number of the persons on the company's register of members.

2. The application shall be supported by such evidence as the Secretary of State of Canada may require for the purpose of showing that the applicants have good reason for, and are not actuated by malicious motives in requiring, the investigation; and the Secretary of State of Canada may, before appointing an inspector, require the applicants to give security for payment of the costs of the inquiry.

3. It shall be the duty of all officers and agents of the company to produce to the inspectors all books and documents in their custody or power.

4. An inspector may examine on oath the officers and agents of the company in relation to its business, and may administer an oath accordingly.

5. If an officer or agent refuses to produce any book or document which under this section it is his duty to produce, or to answer any question relating to the affairs of the company, he shall be liable on summary conviction to a fine not exceeding twenty dollars in respect of each offence.

6. On the conclusion of the investigation the inspectors shall report their opinion to the Secretary of State of Canada, and a copy of the report shall be forwarded by the Secretary of State of Canada to the company, and a further copy shall, at the request of the applicants for the investigation be delivered to them.

The report shall be written or printed, as may be directed by the Secretary of State of Canada.

7. All expenses of and incidental to the investigation shall be defrayed by the applicants, unless the Secretary of State of Canada direct the same to be paid by the company, which the Secretary of State of Canada is hereby authorized to do.

Powers of company to appoint inspectors.

6. A company may by special resolution appoint inspectors to investigate its affairs.

2. Inspectors so appointed shall have the same powers and duties as inspectors appointed by the Secretary of State of Canada, except that, instead of reporting to the Secretary of State of Canada they shall report in such manner and to such persons as the company in general meeting may direct.

3. Officers and agents of the company shall incur the like penalties in case of refusal to produce any book or document required to be produced to inspectors so appointed, or to answer any question, as they would have incurred if the inspectors had been appointed by the Secretary of State of Canada.

Report of inspectors to be evidence.

7. A copy of the report of any inspectors appointed under this Act, authenticated by the seal of the company

whose affairs they have investigated, shall be admissible in any legal proceeding as evidence of the opinion of the inspectors in relation to any matter contained in the report.

Appointment and remuneration of auditors.

8. Every company shall at each annual general meeting appoint an auditor or auditors to hold office until the next annual general meeting.

2. If an appointment of auditors is not made at an annual general meeting, the Secretary of State of Canada may, on the application of any shareholder of the company, appoint an auditor of the company for the current year, and fix the remuneration to be paid to him by the company for his services.

3. A director or officer of the company shall not be capable of being appointed auditor of the company.

4. A person, other than a retiring auditor, shall not be capable of being appointed auditor at an annual general meeting unless notice of an intention to nominate that person to the office of auditor has been given by a shareholder to the company not less than fourteen days before the annual general meeting, and the company shall send a copy of any such notice to the retiring auditor, and shall give notice thereof to the shareholders, either by advertisement or in any other mode provided by the by-laws of the company, not less than seven days before the annual general meeting.

Provided that if, after notice of the intention to nominate an auditor has been so given, an annual general meeting is called for a date fourteen days or less after the notice has been given, the notice, though not given within the time required by this provision, shall be deemed to have been properly given for the purposes thereof, and the notice to be sent or given by the company may, instead of being sent or given within the time required by this provision, be sent or given at the same time as the notice of the annual general meeting.

5. The first auditors of the company may be appointed by the directors before the statutory meeting, and if so appointed shall hold office until the first annual general meeting, unless previously removed by a resolution of the shareholders in general meeting, in which case the shareholders at that meeting may appoint auditors.

6. The directors may fill any casual vacancy in the office of auditor, but while any such vacancy continues the surviving or continuing auditor or auditors, if any, may act.

7. The remuneration of the auditors of a company shall be fixed by the company in general meeting, except that the remuneration of any auditors appointed before the

statutory meeting, or to fill any casual vacancy, may be fixed by the directors.

Powers and duties of auditors.

9. Every auditor of a company shall have a right of access at all times to the books and accounts and vouchers of the company, and shall be entitled to require from the directors and officers of the company such information and explanation as may be necessary for the performance of the duties of the auditors.

2. The auditors shall make a report to the shareholders on the accounts examined by them, and on every balance sheet laid before the company in general meeting during their tenure of office, and the report shall state:—

(*a*) whether or not they have obtained all the information and explanations they have required; and

(*b*) whether, in their opinion, the balance sheet referred to in the report is properly drawn up so as to exhibit a true and correct view of the state of the company's affairs according to the best of their information and the explanations given to them, and as shown by the books of the company.

3. The balance sheet shall be signed on behalf of the board by two of the directors of the company, and the auditor's report shall be attached to the balance sheet, or there shall be inserted at the foot of the balance sheet a reference to the report, and the report shall be read before the company in general meeting, and shall be open to inspection by any shareholder.

4. Any shareholder shall be entitled to be furnished with a copy of the balance sheet and auditors' report at a charge not exceeding ten cents for every hundred words.

5. If any copy of a balance sheet which has not been signed as required by this section is issued, circulated or published, or if any copy of a balance sheet is issued, circulated, or published without either having a copy of the auditors' report attached thereto or containing such reference to that report as is required by this section, the company, and every director, manager, secretary, or other officer of the company who is knowingly a party to the default, shall on summary conviction be liable to a fine not exceeding two hundred dollars.

Rights of preference shareholders, etc., as to receipt and inspection of reports, etc.

10. Holders of preference shares and debentures of a company shall have the same right to receive and inspect the balance sheets of a company and the reports of the auditors and other reports as is possessed by the holders of ordinary shares in the company.

2. This section shall not apply to a private company nor to a company incorporated before the first day of July nineteen hundred and fifteen.

ANNUAL RETURNS.

11. Every company having a share capital shall, on or before the first day of June in every year, make a list of all persons who are on the thirty-first day of March next preceding were shareholders of the company. Annual returns.

2. The list must state the names, addresses and occupations of all shareholders therein mentioned and the number of shares held by each of the members of the said thirty-first day of March, and must contain a summary distinguishing between shares issued for cash and shares issued as fully or partly paid up otherwise than in cash, and specifying the following particulars:— List of shareholders. Summary. Particulars.

(*a*) The corporate name of the company;

(*b*) The manner in which the company is incorporated whether by special Act or by letters patent and the date thereof;

(*c*) The place of the head office of the company, giving the street and number thereof when possible;

(*d*) The date upon which the last annual meeting of shareholders of the company was held;

(*e*) The amount of the share capital of the company, and the number of shares into which it is divided;

(*f*) The number of shares taken from the commencement of the company up to the date of the return;

(*g*) The amount called up on each share;

(*h*) The total number of calls received;

(*i*) The total number of calls unpaid;

(*j*) The total amount of the sums (if any) paid by way of commission in respect of any shares, bonds or debentures, or allowed by way of discount in respect of any bonds or debentures;

(*k*) The total number of shares forfeited;

(*l*) The total amount of shares issued as preference shares and the rate of dividend thereon;

(*m*) The total amount paid on such shares;

(*n*) The total amount of debentures, debenture stock or bonds authorized and the rate of interest thereon;

(*o*) The total amount of debentures, debenture stock or bonds issued;

(*p*) The total amount paid on debentures, debenture stock or bonds;

(*q*) The total amount of share warrants issued;

(*r*) The names and addresses of the persons who at the date of the return are the directors of the company, or

occupy the position of directors, by whatever name called.

Statement of capital, liabilities and assets.

3. The summary must also (except where the company is a private company) include a statement, made up to such date as may be specified in the statement, in the form of a balance sheet audited by the company's auditor or auditors, and containing a summary of its share capital, its liabilities, and its assets, giving such particulars as will disclose the general nature of those liabilities and assets, and how the values of the fixed assets have been arrived at, but the balance sheet need not include a statement of profit and loss.

List and summary to be filed, signed and verified.

4. The above list and summary must be completed and filed in duplicate in the Department of the Secretary of State on or before the first day of June aforesaid. Each of the said duplicates shall be signed by the president and the manager or, if they are the same person, by the president and by the secretary of the company, and shall be duly verified by their affidavits. There shall also be filed therewith an affidavit proving that the copies of the said list and summary are duplicates.

Penalty for default.

5. If a company makes default in complying with the requirements of this section it shall be liable to a fine not exceeding twenty dollars for every day during which the default continues, and every director or manager of the company who knowingly and wilfully authorizes or permits the default shall be liable to the like penalty and such fines may be recoverable on summary conviction.

Endorsement of list and summary.

6. The Secretary of State of Canada, or an official of the Department of the Secretary of State designated for that purpose, shall endorse upon one duplicate of the above list and summary the date of the receipt thereof at the Department of the Secretary of State, and shall return the said duplicate list and summary to the company and the same shall be retained at the head office of the company available for perusal or for the purpose of making copies thereof or extracts therefrom by any shareholder or creditor of the company.

Proof of endorsement.

7. The duplicate of the said list and summary endorsed as aforesaid shall be *prima facie* evidence that the said list and summary were filed in the Department of the Secretary of State pursuant to the provisions of this section on any prosecution under subsection 5 of this section, and the signature of an official of the Department of the Secretary of State to the endorsement on the said duplicate shall be deemed *prima facie* evidence that the said official has been designated to affix his signature thereto.

Proof of failure to file list.

8. A certificate under the hand and seal of office of the Secretary of State of Canada that the aforesaid list and

summary in duplicate were not filed in the Department of the Secretary of State by a company pursuant to the provisions of this section shall be *prima facie* evidence on a prosecution under subsection 5 of this section that such a list and summary were not filed in the Department of the Secretary of State.

Application of section.

9. This section shall, *mutatis mutandis*, be applicable to companies without share capital with respect to a list and summary setting out the particulars referred to in paragraphs (*a*), (*b*), (*c*), (*d*), (*j*) (with respect to bonds and debentures), (*n*), (*o*), (*p*), and (*r*) of subsection 2 of this section and to directors, managers and other officers of such companies.

Companies exempt.

10. Companies organized after the thirty-first day of March in any year shall not be subject to the provisions of this section until the thirty-first day of March of the following year.

Effect of failure to file list for three consecutive years.

11. The name of a company which, for three consecutive years, has omitted to file in the Department of the Secretary of State the said annual list and summary may be given in whole or in part to a new company unless the defaulting company, on notice by the Secretary of State of Canada by registered letter addressed to the company or its president as shown by its last return, proves to the satisfaction of the Secretary of State of Canada that it is still a subsisting company; provided that if at the end of one month from the date of such notice the Secretary of State of Canada shall not have received from the company or its president response to such notice, the company may be deemed not to be a subsisting corporation, and no longer entitled to the sole use of its corporate name; and further provided that when no annual list and summary has been filed by a company for three years immediately following its incorporation its name may be given to another company without notice, and such company shall be deemed not to be subsisting.

Special return on request by Secretary of State.

12. In addition to the list and summary required by section 11 of this Act, every company shall, whenever a written request is made by the Secretary of State of Canada therefor, furnish to him a list and summary, made up to such date as is specified by him, containing the particulars required by subsections 1, 2 and 3 of section 11 of this Act, and all the provisions of subsections 1 to 9, both inclusive, of the said section 11 shall apply to such list and summary.

Perusal of documents.

13. Any person may peruse the documents required by this Act to be filed by any company in the Department of the Secretary of State of Canada.

Fee.

2. For every such perusal there shall be paid such fee as may be from time to time established by the Governor in Council, not exceeding twenty-five cents for each inspection.

Certified copies.

3. Any person may require from the Department of the Secretary of State a certified copy of or extract from any letters patent incorporating a company under Part I of *The Companies Act*, or of any supplementary letters patent issued to a company under that Part, or a certified copy of or extract from any document required to be filed by this Act in the Department of the Secretary of State.

Fee.

4. For each such certified copy or extract there shall be paid such fee as may be from time to time established by the Governor in Council, not exceeding one dollar and fifty cents for a certified copy of any letters patent or supplementary letters patent, and not exceeding ten cents for each hundred words of such certified copy or extract.

Repeal.

14. Sections 92, 93, 94, 106 and 118 of *The Companies Act* are hereby repealed.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

C

An Act to amend The Companies Act.

Received and read a first time,

Wednesday, February 9, 1916.

Second reading,

Wednesday, February 23, 1916.

HONOURABLE MR. DOMVILLE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL D.

An Act respecting certain patents of Stone, Limited.

Preamble.

WHEREAS Stone, Limited, of the city of Toronto, in the county of York, in the province of Ontario, has by its petition represented that it is a company duly incorporated under *The Companies Act*, having its chief place of business at number 461 King Street, West, in the said city, and that it is the holder of patents numbered, respectively, one hundred and twenty-three thousand and twenty-eight, one hundred and twenty-three thousand and twenty-nine, one hundred and twenty-three thousand and thirty, and one hundred and twenty-three thousand and thirty-one, issued under the seal of the Patent Office of Canada and all dated the fourth day of January, nineteen hundred and ten, for improvements in photographic printing apparatus; that the said patents have expired by reason of the non-payment of the fees required by *The Patent Act;* and whereas the said company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

R.S., c. 79.

R.S., c. 69.

Power to receive fees and extend term.

1. Notwithstanding anything in *The Patent Act*, or in the patents mentioned in the preamble, the Commissioner of Patents may, within three months after the passing of this Act, receive from the holder of any or all of the said patents payment of the full fees required by the said Act for the further term of twelve years, and such payment in each case shall avail to the same extent as if it had been made within the term for which the partial fee has been paid.

R.S., c. 69.

Certain rights saved.

2. If any person has, in the period between the expiry of six years from the date of any such patent and the fifteenth day of January nineteen hundred and sixteen, commenced to construct, manufacture, use or sell in Canada the invention covered by that patent, such person may continue to construct, manufacture, use or sell the said invention in as full and ample a manner as if this Act had not been passed.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL D.

An Act respecting certain patents of Stone, Limited.

Received and read a first time

Tuesday, 15th February, 1916.

Second reading

Thursday, 17th February, 1916.

HONOURABLE MR. MCHUGH.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL E.

An Act respecting a certain patent of Harvey Hubbell, Incorporated.

Preamble.

WHEREAS Harvey Hubbell, Incorporated, a corporation duly organized under the laws of the state of Connecticut, has by its petition represented that it is the owner of a patent issued under the seal of the Patent Office, and dated the twenty-first day of October, one thousand nine hundred and thirteen, namely number one hundred and fifty-one thousand two hundred and forty-five, for improvements in locking lamps, and has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Extension of time for manufacture.

R.S. c. 69.

1. Notwithstanding anything in *The Patent Act* or in the patent mentioned in the preamble, the failure to construct or manufacture, in Canada, the invention patented under the said patent from the twenty-first day of October, one thousand nine hundred and fifteen, to the twenty-first day of November, one thousand nine hundred and fifteen, shall be deemed not to have affected the validity of the said patent, but the time for such construction and manufacture shall be deemed to have been duly extended to the twenty-first day of November, one thousand nine hundred and fifteen, and such extension shall have the same effect as if applied for and granted within the time prescribed by section 39 of *The Patent Act*.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

E.

An Act respecting a certain patent of Harvey Hubbell, Incorporated.

Received and read a first time,

Thursday, 17th February, 1916.

Second reading,

Tuesday, 22nd February, 1916.

Honourable Mr. McHugh.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL F.

An Act for the relief of Lena Pearl Potter.

Preamble.

WHEREAS Lena Pearl Potter, presently residing at the city of Toronto, in the province of Ontario, wife of Percy Bernard Potter, of the said city of Toronto, commercial traveller, has by her petition alleged, in effect, that they were lawfully married on the third day of October, A.D. 1904, at the city of Winnipeg, in the province of Manitoba, she then being Lena Pearl Moore, spinster; that the legal domicile of the said Percy Bernard Potter was then and is now in Canada; that since the said marriage he has on divers occasions committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Lena Pearl Moore and Percy Bernard Potter, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Lena Pearl Moore may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Percy Bernard Potter had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

F.

An Act for the relief of Lena Pearl Potter.

Received and read a first time

Friday, 18th February, 1916.

Second reading

Wednesday, 23rd February, 1916.

Honourable Mr. Derbyshire.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL G.

An Act for the relief of Robert Napper.

Preamble.

WHEREAS Robert Napper, of the city of Regina, in the province of Saskatchewan, farmer, has by his petition alleged, in effect, that on the fifth day of March, A.D. 1906, at Ellenburg, in the state of New York, one of the United States of America, he was lawfully married to Beatrice Oldham; that she was then of Ellenburg aforesaid, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Robert Napper and Beatrice Oldham, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Robert Napper may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Beatrice Oldham had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

G.

An Act for the relief of Robert Napper.

Received and read a first time

Friday, 18th February, 1916.

Second reading

Wednesday, 23rd February, 1916.

Honourable Mr. Ratz.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL H.

An Act for the relief of Sherwood Norman Hill.

Preamble.

WHEREAS Sherwood Norman Hill, of the city of Ottawa, in the province of Ontario, civil servant, has by his petition alleged, in effect, that on the tenth day of October, A.D. 1905, at the city of Toronto, in the said province, he was lawfully married to Barbara Harriss Worth; that she was then of the city of Toronto, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Sherwood Norman Hill and Barbara Harriss Worth, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Sherwood Norman Hill may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Barbara Harriss Worth had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

H.

An Act for the relief of Sherwood Norman Hill.

Received and read a first time

Friday, 18th February, 1916.

Second reading

Wednesday, 23rd February, 1916.

Honourable Mr. Ratz.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL I.

An Act for the relief of Lillian May Dent.

Preamble.

WHEREAS Lillian May Dent, presently residing at the city of Toronto, in the province of Ontario, wife of Angus Edmund Dent, of the said city of Toronto, commercial traveller, has by her petition alleged, in effect, that they were lawfully married on the twentieth day of October, A.D. 1902, at the said city of Toronto, she then being Lillian May MacDonald, spinster; that the legal domicile of the said Angus Edmund Dent was then and is now in Canada; that since the said marriage he has on divers occasions committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Lillian May MacDonald and Angus Edmund Dent, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Lillian May MacDonald, may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Angus Edmund MacDonald had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

I.

An Act for the relief of Lillian May Dent.

Received and read a first time

Tuesday, 22nd February, 1916.

Second reading

Thursday, 24th February, 1916.

Honourable Mr. Derbyshire.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL J.

An Act for the relief of Ida May Woltz.

Preamble.

WHEREAS Ida May Woltz, presently residing at Kisbey, in the province of Saskatchewan, wife of Arthur Edgar Woltz, of the city of Toronto, in the province of Ontario, doctor of therapeutics, has by her petition alleged, in effect, that they were lawfully married on the twenty-seventh day of October, A.D. 1891, at the township of Ops, in the province of Ontario, she then being Ida May Graham, spinster; that the legal domicile of the said Arthur Edgar Woltz was then and is now in Canada; that since the said marriage he has on divers occasions committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Ida May Graham and Arthur Edgar Woltz, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Ida May Graham may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Arthur Edgar Woltz had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

J.

An Act for the relief of Ida May Woltz.

Received and read a first time

Tuesday, 22nd February, 1916.

Second reading

Thursday, 24th February, 1916.

Honourable Mr. Derbyshire.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL K.

An Act for the relief of Cecily Ethel Maude Farera.

Preamble.

WHEREAS Cecily Ethel Maude Farera, presently residing at the town of West Selkirk, in the province of Manitoba, wife of Frederick Farera, of the said town of West Selkirk, has by her petition alleged, in effect, that they were lawfully married on the twenty-second day of July, A.D. 1903, at the said town of West Selkirk, she then being Cecily Ethel Maude Pearson, spinster; that the legal domicile of the said Frederick Farera was then and is now in Canada; that since the said marriage he has committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Cecily Ethel Maude Pearson and Frederick Farera, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Cecily Ethel Maude Pearson may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Frederick Farera had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

K.

An Act for the relief of Cecily Ethel Maude Farera.

Received and read a first time

Tuesday, 22nd February, 1916.

Second reading

Thursday, 24th February, 1916.

Honourable Mr. Ratz.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL L.

An Act respecting The Atlin Railway Company.

Preamble 1914, c. 61.

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

Extension of time for construction.

1. The Atlin Railway Company may within two years after the passing of this Act, commence the construction of its railway as authorized by chapter 61 of the statutes of 1914, and expend fifteen per cent of the amount of its capital stock thereon, and may, within five years after the passing of this Act, complete the said railway and put it in operation; and if, within the said periods respectively, the said railway is not commenced and such expenditure is not so made, or the said railway is not completed and put in operation, the powers of construction conferred upon the said company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

L.

An Act respecting The Atlin Railway Company.

Received and read a first time

Thursday, 24th February, 1916.

Second reading

Tuesday, 29th February, 1916.

Honourable Mr. Derbyshire.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL M.

An Act for the relief of Raymond Conliffe Savage.

Preamble.

WHEREAS Raymond Conliffe Savage, of the village of Granby, in the province of Quebec, merchant, has by his petition alleged, in effect, that on the tenth day of September, A.D. 1896, at the village of Danville, in the said province, he was lawfully married to Etta Louisa Leet; that she was then of the said village of Danville, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Raymond Conliffe Savage and Etta Louisa Leet, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Raymond Conliffe Savage may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Etta Louisa Leet had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

M.

An Act for the relief of Raymond Conliffe Savage.

Received and read a first time

Friday, 25th February, 1916.

Second reading

Wednesday, 1st March, 1916.

Hon. Mr. Derbyshire.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL N.

An Act for the relief of Harry Lorne White Cunningham.

Preamble.

WHEREAS Harry Lorne White Cunningham, of the city of Hamilton, in the province of Ontario, railway conductor, has by his petition alleged, in effect, that on the tenth day of December, A.D. 1901, at the village of Waterford, in the said province, he was lawfully married to Hattiebell Clarke; that she was then of Townsend, in the said province, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Harry Lorne White Cunningham and Hattiebell Clarke, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Harry Lorne White Cunningham may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Hattiebell Clarke had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

N.

An Act for the relief of Harry Lorne White Cunningham.

Received and read a first time

Friday, 25th February, 1916.

Second reading

Wednesday, 1st March, 1916.

Hon. Mr. McCall.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL O.

An Act for the relief of Nora Louise Jackson.

Preamble.

WHEREAS Nora Louise Jackson, presently residing at the city of Toronto, in the province of Ontario, wife of Arthur Jackson, of the said city, tire repairer, has by her petition alleged, in effect, that they were lawfully married on the seventh day of February, A.D. 1906, at the said city of Toronto, she then being Nora Louise Dowdell, spinster; that the legal domicile of the said Arthur Jackson was then and is now in Canada; that since the said marriage he has committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Nora Louise Dowdell and Arthur Jackson, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Nora Louise Dowdell may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Arthur Jackson had not been solemnized.

6th Session, 12th Parliament. 6 George V, 1916

THE SENATE OF CANADA.

BILL

O.

An Act for the relief of Nora Louise Jackson.

Received and read a first time

Wednesday, 1st March, 1916.

Second reading

Friday, 3rd March, 1916.

Honourable Mr. Ratz.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL P.

An Act for the relief of Henry John Thomas Wardlaw.

Preamble.

WHEREAS Henry John Thomas Wardlaw, of the town of Weston, in the province of Ontario, real estate broker, has by his petition alleged, in effect, that on the twenty-fourth day of October, A.D. 1906, at the city of Toronto, in the said province, he was lawfully married to Eda Luella Roxenia Holley; that she was then of the said town of Weston, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Henry John Thomas Wardlaw and Eda Luella Roxenia Holley, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Henry John Thomas Wardlaw may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Eda Luella Roxenia Holley had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

P.

An Act for the relief of Henry John Thomas Wardlaw.

Received and read a first time

Wednesday, 1st March, 1916.

Second reading

Friday, 3rd March, 1916.

Honourable Mr. Derbyshire.

OTTAWA
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1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL Q.

An Act for the relief of Robert William Thompson.

Preamble.

WHEREAS Robert William Thompson, of the city of Toronto, in the province of Ontario, broker, has by his petition alleged, in effect, that on the sixth day of September, A.D. 1899, at the said city of Toronto, he was lawfully married to Ida Lois Stuttaford; that she was then of the said city of Toronto, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of An Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Robert William Thompson and Ida Lois Stuttaford, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Robert William Thompson may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Ida Lois Stuttaford had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

Q.

An Act for the relief of Robert William Thompson.

Received and read a first time

Wednesday, 1st March, 1916.

Second reading

Friday, 3rd March, 1916.

Honourable Mr. Derbyshire.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL R.

An Act to incorporate The Insurance Company of Canada.

Preamble.

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

Incorporation.

1. A. Stewart McNichols, stock-broker, Joseph-Amédée Lamarche, K.C., advocate, Eugene Prévost, licentiate Institute accountant, all of the city and district of Montreal, in the province of Quebec, Alexander Ross, of Cookshire, district of St. Francis, in the province of Quebec, insurance-broker, and Herbert Begg, of the city of Toronto, in the province of Ontario, insurance-broker, together with such persons as become shareholders in the company, are incorporated under the name of "The Insurance Company of Canada," hereinafter called "the Company."

Corporate name.

Provisional directors.

2. The persons named in section 1 of this Act shall be the provisional directors of the Company.

Capital stock.

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

Subscription before general meeting.

4. The amount to be subscribed before the general meeting for the election of directors is called shall be one hundred thousand dollars.

Head office.

5. The head office of the Company shall be in the city of Montreal, in the province of Quebec.

Business authorized.

6. The Company may make contracts of fire insurance automobile insurance, hail insurance, sprinkler leakage insurance and weather insurance.

Commencement of business.

7. The Company shall not commence the business of fire insurance until at least two hundred and fifty thousand dollars of its capital stock have been *bonâ fide* subscribed and at least one hundred thousand dollars have been paid thereon.

2. The Company shall not commence the business of automobile insurance in addition to fire insurance until its subscribed capital stock has been increased to at least three hundred thousand dollars and at least one hundred and twenty five thousand dollars have been paid thereon.

3. The Company shall not commence the business of hail insurance in addition to fire and automobile insurance until its subscribed capital stock has been increased to at least three hundred and seventy thousand dollars and at least one hundred and sixty thousand dollars have been paid thereon.

4. The Company shall not transact all the classes of insurance authorized by this Act until its subscribed capital stock has been increased to at least four hundred and ten thousand dollars and at least one hundred and ninety thousand dollars have been paid thereon.

5. In each year for five years after the issue of a license to the Company a sum of not less than fifteen thousand dollars shall be paid in cash upon the capital stock of the Company, which sums shall be in addition to the several sums required to be paid upon the capital stock as provided in this section.

8. *The Insurance Act,* 1910, shall apply to the Company.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

R.

An Act to incorporate The Insurance Company of Canada.

Received and read a first time

Wednesday, 1st March, 1916.

Second reading

Friday, 3rd March, 1916.

HONOURABLE MR. DANDURAND.

OTTAWA

Printed by J. DE L. TACHÉ

Printer to the King's most Excellent Majesty

1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL S.

An Act to amend *The Bank Act* as regards unclaimed balances.

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

1. *The Bank Act*, chapter 9 of the statutes of 1913, is hereby amended by adding thereto, immediately after section 114, the following section:— 1913, c. 9. New s. 114A.

"**114A.** After sixty days notice in *The Canada Gazette* and in the official gazette of each province of Canada, the Minister of Finance, if so authorized by Order made by the Governor in Council, may claim from all the banks of Canada the balances unclaimed for more than five years and the amounts of all certified cheques, drafts or bills of exchange issued by the banks to any person and remaining unpaid for more than five years, as the same appear by the last annual report made by each bank according to law; and the receipt of the Minister of Finance shall be a complete discharge to any bank for such of the said unclaimed balances and amounts as are paid to the Minister of Finance by that bank. Unclaimed balances to be paid to Minister.

2. The monies collected under this Act shall be used for The Patriotic Fund or for any other purpose in the public interest."

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

S.

An Act to amend *The Bank Act* as regards unclaimed balances.

Received and read a first time

Thursday, 2nd March, 1916.

Second reading

Tuesday, 14th March, 1916.

Honourable Mr. Choquette.

OTTAWA
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1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL T.

An Act for the relief of Mary Phyllis Lasher.

Preamble

WHEREAS Mary Phyllis Lasher, presently residing at the city of Kingston, in the province of Ontario, wife of Walter Lasher of the village of Portsmouth, in the said province, mechanic, has by her petition alleged, in effect, that they were lawfully married on the twelfth day of October, A.D. 1912, at the said city of Kingston, she then being Mary Phyllis Caines, spinster; that the legal domicile of the said Walter Lasher was then and is now in Canada; that since the said marriage he has on divers occasions committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Mary Phyllis Caines and Walter Lasher, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Mary Phyllis Caines may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Walter Lasher had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

T.

An Act for the relief of Mary Phyllis Lasher.

Received and read a first time

Friday, 3rd March, 1916.

Second reading

Wednesday, 15th March, 1916.

Honourable Mr. Taylor.

OTTAWA
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1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL U.

An Act for the relief of Mabel Mills.

Preamble.

WHEREAS Mabel Mills, presently residing at the city of Toronto, in the province of Ontario, wife of Wilson Breard Mills of the said city, has by her petition alleged, in effect, that they were lawfully married on the twelfth day of September, A.D. 1899, at the said city of Toronto, she then being Mabel Bastedo, spinster; that the legal domicile of the said Wilson Breard Mills was then and is now in Canada; that the said marriage was never consummated owing to the impotency of the said Wilson Breard Mills; that the said impotency existed at the time of the said marriage; that there is no possibility of its being removed; that there has been no collusion, directly or indirectly, between him and her in the proceedings for the annulment of the said marriage; and whereas by her petition she has prayed for the passing of an Act annulling her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Mabel Bastedo and Wilson Breard Mills, her husband, is hereby annulled, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Mabel Bastedo may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Wilson Breard Mills had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

U.

An Act for the relief of Mabel Mills.

Received and read a first time

Friday, 3rd March, 1916.

Second reading

Wednesday, 15th March, 1916.

Honourable Mr. Derbyshire.

OTTAWA
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1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL V.

An Act for the relief of Clarice Smith.

Preamble.

WHEREAS Clarice Smith, presently residing at the city of Toronto, in the province of Ontario, wife of James Henry Smith, of the said city of Toronto, has by her petition alleged, in effect, that they were lawfully married on the twenty-fifth day of October, A.D. 1913, at the city of Chicago, in the State of Illinois, one of the United States of America, she then being Clarice Sheppard, spinster; that the legal domicile of the said James Henry Smith was then and is now in Canada; that since the said marriage he has on divers occasions commited adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Clarice Sheppard and James Henry Smith, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Clarice Sheppard may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said James Henry Smith had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

V.

An Act for the relief of Clarice Smith.

Received and read a first time

Wednesday, 15th March, 1916.

Second reading

Friday, 17th March, 1916.

Honourable Mr. Derbyshire.

OTTAWA
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1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL W.

An Act for the relief of Arthur Alexander Reinhardt.

Preamble.

WHEREAS Arthur Alexander Reinhardt, of the city of Toronto, in the province of Ontario, manager, has by his petition alleged, in effect, that on the third day of October, A.D. 1905, at the town of Petrolia, in the said province, he was lawfully married to Lottie Francis Corey; that she was then of the said town of Petrolia, a spinster; that his legal domicile was then and is now in Canada; that in or about the month of October, A.D. 1910, she deserted him and went to the state of Michigan, one of the United States of America, and there obtained, according to the law of that State, a decree of divorce from him; that subsequently she went through a form of marriage with one David Minard Shaw and has since then lived with the said David Minard Shaw, as his wife; that he has not connived at nor condoned the said form of marriage and her so living with the said David Minard Shaw; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Arthur Alexander Reinhardt and Lottie Francis Corey, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Arthur Alexander Reinhardt may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Lottie Francis Corey had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

W.

An Act for the relief of Arthur Alexander Reinhardt.

Received and read a first time

Thursday, 16th March, 1916.

Second reading

Tuesday, 21st March, 1916.

HONOURABLE MR. MCCALL.

OTTAWA
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1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL X.

An Act to incorporate The Manitoba and Saskatchewan Bible Society.

Preamble.

WHEREAS a petition has been presented by the Most Reverend Samuel Pritchard Matheson, Archbishop of Rupert's Land, the Reverend David Christie, D.D., the Reverend J. W. Ridd, J. F. McIntyre, Judge Dawson, the Reverend Ernest Joseph Boid Salter and W. Redford Mulock, all of the city of Winnipeg, in the province of Manitoba, praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

Corporate name.

1. The persons mentioned in the preamble together with such other persons as become members of the society are hereby constituted a corporation under the name of "The Manitoba and Saskatchewan Bible Society" hereinafter called "the Society."

Purposes.

2. The purposes of the Society shall be:—

(*a*) to encourage the wider circulation of the Bible without note or comment and to assist The British and Foreign Bible Society in its world wide work;

(*b*) to acquire all the rights and property held and enjoyed by and subject to all the obligations and liabilities of The Manitoba and Saskatchewan Bible Society, a corporation created under the provisions of *The Charitable Associations Act* of the province of Manitoba;

(*c*) and generally to do all such lawful acts and things as are incidental or conducive to the attainment of the above purposes and to the carrying out of the provisions of this Act.

Place of operation.

3. The operations of the Society shall be carried on in the provinces of Manitoba and Saskatchewan.

Membership.

4. The membership of the Society shall consist of those who pay their annual dues and are not in default under its by-laws.

Head office.

5. The head office of the Society shall be in the city of Winnipeg, in the province of Manitoba.

Executive committee.

6. The governing body of the Society shall consist of an executive committee not exceeding twenty in number to be elected annually from among its members.

First executive committee.

7. The persons named in the preamble to this Act shall be the first executive committee of the Society and they shall hold office until their successors are elected.

Powers of executive committee.

By-laws, etc.

8. The executive committee shall have full power in all things to administer the affairs of the Society; and may make rules, regulations and by-laws, not inconsistent with the laws of Canada or of either of the said provinces, for defining and regulating the membership and affairs of the Society; and may generally do all such acts and things as are proper or necessary to carry into effect the provisions of this Act.

Real property.

9. The Society may purchase, take, have, hold, receive, possess, retain and enjoy, any property, real or personal, corporeal or incorporeal, whatsoever, and for any and every estate or interest therein whatsoever, given, granted, devised, or bequeathed to it, or appropriated, purchased, or acquired by it in any manner whatsoever, to, for or in favour of the uses and purposes of the Society; and may sell, convey, exchange, alienate, mortgage, lease or demise any such property.

Limit of value.

2. The annual value of the real estate held by or in trust for the Society shall not exceed twenty-five thousand dollars.

Limit as to time of holding.

3. The Society shall, within ten years after its acquisition of any real estate, sell or otherwise dispose of and alienate so much thereof as is not required for the use and occupation of the Society.

4. Nothing in this section contained shall be deemed in any wise to vary or otherwise affect any trust relating to any such property.

Application of Dominion and Provincial mortmain laws.

10. In regard to any real property which, by reason of its situation or otherwise, is subject to the legislative authority of the Parliament of Canada, a license in mortmain shall not be necessary for the exercise of the powers granted by this Act; but otherwise the exercise of the said powers shall in any province of Canada be subject to the laws of such province as to the acquisition and holding of lands by religious corporations in so far as such laws apply to the Society.

Execution of deeds.

11. Any deed or other instrument relating to real estate vested in the Society or to any interest in such real estate shall for all purposes within the legislative jurisdiction of the Parliament of Canada, be deemed to be duly executed if there are affixed thereto the seal of the Society and the signature of any officer of the Society duly authorized for such purpose.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

X.

An Act to incorporate The Manitoba and Saskatchewan Bible Society.

Received and read a first time

Thursday, 16th March, 1916.

Second reading

Tuesday, 21st March, 1916.

Honourable Mr. Watson.

OTTAWA
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1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL Y.

An Act to incorporate the Imperial Order Daughters of the Empire.

Preamble.

WHEREAS the Imperial Order of the Daughters of the Empire is a society incorporated under the provisions of an Act respecting Benevolent, Provident and other Societies, being chapter 211 of The Revised Statutes of Ontario, 1897, and since its incorporation has been actively engaged in promoting the objects of the Order in various parts of the Empire, and has organized a large number of Chapters, with a membership of over 15,000 in the Dominion of Canada; and whereas it has been made to appear that the extensive character of the work of the Order in all the provinces of the Dominion and elsewhere necessitates a wider territorial authority and operation as a corporate body than is found to be practicable under a provincial chapter; and whereas the National Chapter of Canada, being as now constituted the supreme head and executive power of the Order, has by its petition prayed that it may be enacted as hereinafter set forth; and whereas the Order is not carried on or maintained for the purposes of profit or trade, but is entirely voluntary and patriotic, and has for its chief object the fostering of closer personal and national relations between the motherland and Canada, as well as other Colonies and dependencies of Great Britain; and whereas it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Revised Statutes, Ontario, 1897, c. 211.

Incorporation.

1. All members of the Order at present in good standing in Canada, and all persons who may from time to time become and be such members, are hereby created a body corporate to be known as the "Imperial Order Daughters of the Empire," hereinafter called "the Order."

Corporate name.

Officers.

2. The following are declared to be the present officers of the Order:—

President, Mrs. Albert E. Gooderham; Vice-Presidents, Lady MacKenzie, Mrs. E. F. B. Johnston, Mrs. Chas. G. Henshaw, Mrs. W. R. Riddell; Honorary-Secretary, Mrs. Auden; Honorary-Treasurer, Mrs. John Bruce; Honorary Organizing Secretary, Mrs. J. Murray Clark; Standard-Bearer, Mrs. A. W. McDougald.

Objects.

3. The aims and objects of the Order shall be:—

(*a*) To stimulate and give expression to the sentiment of patriotism which binds the women and children of the Empire around the throne and person of their Gracious and Beloved Sovereign;

(*b*) To supply and foster a bond of union amongst the daughters and children of the Empire;

(*c*) To provide an efficient organization by which prompt and united action may be taken by the women and children of the Empire when such action may be desired;

(*d*) To promote in the motherland and in the colonies the study of the history of the Empire and of current imperial questions; to celebrate patriotic anniversaries; to cherish the memory of brave and heroic deeds and the last resting places of our heroes and heroines, especially such as are in distant and solitary places; to erect memorial stones on spots that have become sacred to the nation, either through great struggles for freedom, battles against ignorance, or events of heroic and patriotic self-sacrifice;

(*e*) To care for the widows, orphans and dependents of British soldiers and sailors during war, in time of peace, or under sickness, accident or reverses of fortune;

(*f*) To promote unity between the motherland, the sister colonies and themselves; to promote loyalty to King and Country; to forward every good work for the betterment of their country and people; to assist in the progress of art and literature; to draw women's influence to the bettering of all things connected with the Empire, and to instil into the youth of their country patriotism in its fullest sense.

Membership.

4. The Order (when fully organized) shall consist of the imperial chapter, national chapters, provincial chapters, municipal chapters, primary chapters and members and the children of the Empire.

Qualification of members.

5. All women and children in the British Empire or foreign lands who hold true allegiance to the British Crown shall be eligible for membership.

Officers, etc.

6. All officers and committees now existing shall continue to exist until the same are replaced under the provisions of this Act.

By-laws.

7. The national chapter at any special, general or annual meeting may pass all necessary by-laws and rules for the good government and management of the Order, and no by-laws or rules of the primary, municipal, or provincial chapters or of the Children of the Empire shall be operative or in force until confirmed by the national chapter executive.

Fees.

8. The fees for membership shall be fixed by the general by-laws of the Order passed by the national chapter.

Authority over chapters.

9. The general authority and control over all chapters shall be vested in and exercised by the national chapter executive, subject to an appeal to the general or annual meeting of the national chapter, on such notice and under such procedure as the chapter may determine by by-law.

Real property.

10. The Order may hold in its corporate name such property, real or personal, as may be found necessary for the purposes and objects of the Order, and actually used by the Order for such purposes. No property shall be held by the Order for a longer period than seven years from the date of its ceasing to be used or required by the Order for its corporate purposes.

2. The Order may for its use or purposes take and hold real or personal property donated or devised by deed or will for the purposes or in furtherance of the aims of the Order.

Chapters.

11. The various chapters constituting the Order and their respective jurisdiction and duties shall be defined by by-law passed at a general or annual meeting of the national chapter.

Corporate seal.

12. The corporate seal of the Order shall be as determined by the national chapter.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

Y.

An Act to incorporate the Imperial Order Daughters of the Empire.

Received and read a first time

Friday, 17th March, 1916.

Second reading

Wednesday, 22nd March, 1916.

HONOURABLE MR. EDWARDS.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL Z.

An Act for the relief of Charles William Wilson.

Preamble.

WHEREAS Charles William Wilson of Clover Bar, in the district of Edmonton, in the province of Alberta, physician, has by his petition alleged, in effect, that on the eighth day of October, A.D. 1909, at the city of Edmonton, in the said province, he was lawfully married to Caroline Pfisterer, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Charles William Wilson and Caroline Pfisterer, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Charles William Wilson may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Caroline Pfisterer had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

Z.

An Act for the relief of Charles William Wilson.

Received and read a first time

Friday, 17th March, 1916.

Second reading

Wednesday, 22nd March, 1916.

Honourable Mr. Talbot.

OTTAWA
Printed by J. de L. Taché
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1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL A[2].

An Act for the relief of Aimee Rita Elliott.

Preamble.

WHEREAS Aimee Rita Elliott, presently residing at the city of Winnipeg, in the province of Manitoba, wife of Dawson Whitla Elliott, of the said city of Winnipeg, clerk, has by her petition alleged, in effect, that they were lawfully married on the third day of September, A.D. 1907, at the said city of Winnipeg, she then being Aimee Rita Monchamp, spinster; that the legal domicile of the said Dawson Whitla Elliott was then and is now in Canada; that since the said marriage he has on divers occasions committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Aimee Rita Monchamp and Dawson Whitla Elliott, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Aimee Rita Monchamp may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Dawson Whitla Elliott had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

A[2].

An Act for the relief of Aimee Rita Elliott.

Received and read a first time

Friday, 17th March, 1916.

Second reading

Wednesday, 22nd March, 1916.

HONOURABLE MR. RATZ.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL B[2].

An Act to incorporate The Atlantic Park Association.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. Germain Leclerc and J. R. Thibault, of the parish of Sainte Anne des Monts, county of Gaspé, John Theodore Dagneau and Hubert Godbout, of the parish of Saint Omer, county of Bonaventure, province of Quebec, William McCurdy and Henry Q. Wade, of the town of Dalhousie, county of Restigouche, province of New Brunswick, together with such other persons as become members of the association, are hereby incorporated under the name "The Atlantic Park Association" hereinafter called "the Association."

Corporate name.

Provisional directors.

2. The persons named in section 1 of this Act shall be the provisional directors of the Association and shall hold office until their successors are elected.

Head office.

3. The head office of the Association shall be in the village of Gaspé, county of Gaspé, in the province of Quebec, or at such other place in Canada as the directors determine by by-law confirmed at a special general meeting of the Association duly called for the purpose.

Capital stock.

4. The capital stock of the Association shall be fifty thousand dollars divided into shares of one hundred dollars each.

Increase of capital.

5. The directors may at any time after the whole capital stock of the Association has been taken up and fifty per cent thereon paid in, make a by-law for increasing the capital stock from time to time, to an amount not exceeding two hundred and fifty thousand dollars; but the stock shall not be increased until a resolution of the board of directors authorizing such increase has been submitted to and confirmed by two-thirds in value of the shareholders present or represented by proxy at a special general meeting of the shareholders duly called for that purpose.

Allotment.

6. Such by-law shall declare the number of the shares of the new stock and may prescribe the manner in which the same shall be allotted, and in default of its so doing the control of such allotment shall vest absolutely in the directors.

Objects.

7. The Association may establish and carry on, throughout Canada and elsewhere, agricultural, horticultural, industrial, live stock, sport or art exhibitions, and may give as prizes, medals, diplomas, cups, stakes or other awards; may hold contests of skill and endurance such as horse race meetings and races of all kinds; may construct and maintain race-courses and steeple-chase courses with accessories; and may acquire, lay out and prepare any lands for such purposes.

Powers.

8. The Association may, for the purposes of its undertakings, acquire lands, wharfs, docks, buildings, vessels, ships, vehicles, live stock, wares or merchandise, and other property, real and personal; and may, for such purposes, contract, operate, improve, extend, manage, develop, lease, mortgage, dispose of or otherwise deal in and with the same; and may, for such purposes, establish shops or stores on the said lands; and may, for such purposes, buy and sell goods and general merchandise and carry on farming and stock raising; and generally may do all such other things as are incidental or conducive to the attainment of the above objects.

Associations, farms, etc.

9. The directors may establish associations and maintain, lease or operate farms, market places, clubs, hotels or other conveniences in connection with the Association's property.

Stock, bonds, etc., of similar associations.

10. The Association may purchase or otherwise acquire, sell, transfer, pledge or otherwise dispose of shares of capital stock, bonds, debentures or other evidence of indebtedness created by other associations or companies carrying on a

business wholly or partly similar to that which the Association is authorized to carry on.

Directors.

11. The affairs of the Association shall be administered by a board of not less than four nor more than eight directors, who shall be elected by ballot of the shareholders, yearly at the annual general meeting. The shareholders shall determine at such meeting the number of directors to be elected for the ensuing year and no shareholder shall vote for more than the number of directors to be elected. No person may be a director unless he holds in his own name not less than twenty shares of the capital stock of the Association. Three directors shall be a quorum for the transaction of business.

Qualification.

Quorum.

Vacancies among directors.

12. Whenever a vacancy on the board of directors occurs in the interval between two elections of the board, the remaining directors may fill the vacancy from among the qualified shareholders; and every shareholder so elected shall be and serve as a director until the annual general meeting next following the date of his election.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

B^2.

An Act to incorporate The Atlantic Park Association.

Received and read a first time

Thursday, 23rd March, 1916.

Second reading

Wednesday, 29th March, 1916.

Honourable Mr. Fiset.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL C[2]

An Act to incorporate The Manitoba-Ontario Railway Company.

Preamble.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. Axel Henry Knutson, of the city of Fort William, in the district of Thunder Bay, manager, Alexander Jarvis McComber, of the city of Port Arthur, in the district of Thunder Bay, barrister-at-law, Daniel Johnson, of the city of Ottawa, in the county of Carleton, manager, Robert Bruce Wallace, of the city of Port Arthur, in the district of Thunder Bay, manager, and William Arthur Dowler, of the city of Fort William, in the district of Thunder Bay, barrister-at-law, together with such persons as become shareholders in the Company, are hereby incorporated under the name of "The Manitoba-Ontario Railway Company," hereinafter called "the Company".

Corporate name.

Provisional directors.

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

Capital stock.

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

Preference stock.

4. The Company, if previously authorized by a resolution passed by the ordinary shareholders at any annual meeting, or at any special general meeting duly called for that purpose, at which meeting shareholders representing at least three-fourths in value of the subscribed ordinary

stock of the Company are present or represented by proxy, may issue any portion of its capital stock as preference stock; and preference stock so issued shall have such preference and priority as respects dividends or otherwise over ordinary stock as is declared by the resolution.

Priority.

Rights of preference stock-holders.

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

Head office.

5. The head office of the Company shall be at the city of Fort William, in the district of Thunder Bay, in the province of Ontario.

Annual meeting.

6. The annual meeting of the shareholders shall be held on the fourth Thursday in September.

Directors.

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

Line of railway described.

8. The Company may lay out, construct, and operate a railway of the gauge of four feet eight and one-half inches, from a point on Lake Superior, in or near the city of Fort William, Ontario, thence by the most feasible route to a point on the Lake of the Woods at or near Falcon Island, thence across the Lake of the Woods to a point by the most feasible route in or near the city of Winnipeg, in the province of Manitoba; and also a line of railway from a point in or near the city of Fort William aforesaid southwesterly to a point on the International boundary between the province of Ontario and the state of Minnesota between Rainy Lake and Pigeon Bay; together with a branch line from a point on the first mentioned line of railway at or near Manitou Lake, thence to a point at or near Dryden, thence northerly to a point on the National Transcontinental Railway within the district of Kenora.

Consent of municipalities.

9. The Company shall not construct or operate its railway along any highway, street or other public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and upon terms to be agreed upon with such municipality.

Vessels.

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

Wharfs, docks, etc.

Hotels, etc.

11. The Company, may for the purposes of its undertaking, construct, acquire, or lease buildings for hotels and restaurants along its railway, and may carry on such business in connection therewith as tends to the comfort and convenience of the travelling public; and may lay out and manage parks and summer and pleasure resorts, with the approval, expressed by by-law, of the municipality having jurisdiction over the place in which such parks and summer and pleasure resorts are situated, and may lease the same.

Parks, etc.

Telegraph and telephones.

12. The Company may, subject to the provisions of *The Railway Act*, construct and operate telegraph and telephone lines upon its railway, and establish offices for and undertake the transmission of messages for the public, and collect tolls therefor; and for the purposes of operating such lines, or exchanging or transmitting messages, may, subject to the provisions of *The Railway Act*, enter into contracts with any companies having telegraph and telephone powers, and may connect its own lines with the lines of, or may lease its own lines to, any such companies.

Contracts with other companies.

Tolls or charges.

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

R.S., c. 26.

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

Securities.

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

Issue of securities for purposes other than railway.

14. In addition to the securities authorized by section 13 of this Act, the directors, if previously authorized as prescribed by section 136 of *The Railway Act*, may borrow moneys for the acquisition, construction, extension, or development of any such properties, assets or works, other than the railway, as the Company is authorized to acquire, construct or operate; and, to provide for the repayment of moneys so borrowed, may issue bonds, debentures, debenture stock, perpetual or terminable, or other securities, but such bonds, debentures, debenture stock or other securities shall not exceed in amount the value of the properties, assets, or works in respect thereof the issue is made.

Agreements with other companies.

15. Subject to the provisions of sections 361, 362 and 363 of *The Railway Act*, the Company may, for any of the purposes specified in the said section 361, enter into agreements with the Canadian Pacific Railway Company, the Grand Trunk Pacific Railway Company, the Canadian Northern Railway Company and the Port Arthur, Duluth and Western Railway Company, or any of them.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

(2).

An Act to incorporate The Manitoba-Ontario Railway Company.

Received and read a first time

Thursday, March 23rd, 1916.

Second reading

Tuesday, March 28th, 1916.

HONOURABLE MR. TALBOT.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL D[2].

An Act for the relief of Christopher Sinclair.

Preamble.

WHEREAS Christopher Sinclair, of the city of Toronto, in the province of Ontario, railway conductor, has by his petition alleged, in effect, that on the thirtieth day of June, A.D. 1896, at the said city of Toronto, he was lawfully married to Annie Gilson; that she was then of the township of York, in the said province, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Christopher Sinclair and Annie Gilson, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Christopher Sinclair may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Annie Gilson had not been solemnized.

6th Session, 12th Parliament. 6 George V, 1916

THE SENATE OF CANADA.

BILL

D^2.

An Act for the relief of Christopher Sinclair.

Received and read a first time

Friday, 24th March, 1916.

Second reading

Wednesday, 29th March, 1916.

Honourable Mr. Derbyshire.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL E2.

An Act respecting Colonial Bank (Canada).

Preamble. 1915, c. 72.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

S. 1 amended. Incorporators.

1. Section 1 of chapter 72 of the statutes of 1915 is hereby amended by substituting in the third line thereof for the words "Gilbert Sutherland Stairs, advocate" the words "Victor Evelyn Mitchell, King's Counsel."

Extension of time for commencing business. 1913, c. 9, s. 14.

2. Notwithstanding anything in *The Bank Act* or in chapter 72 of the statutes of 1915 incorporating Colonial Bank (Canada), the Treasury Board may within two years after the eighth day of April, A.D. 1916, give to the said Bank the certificate required by section 14 of *The Bank Act*.

Effect of certificate.

3. In the event of the said Bank not obtaining the said certificate from the Treasury Board within the time aforesaid, the rights, powers and privileges conferred on the said Bank by the said Act of incorporation and by this Act shall thereupon cease and determine, but otherwise shall remain in full force and effect notwithstanding section 16 of *The Bank Act*.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

E².

An Act respecting Colonial Bank (Canada).

Received and read a first time

Friday, 24th March, 1916.

Second reading

Wednesday, 29th March, 1916.

Honourable Mr. Casgrain.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL F2.

An Act respecting British Trust Company.

WHEREAS British Trust Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1912, c. 70; 1914, c. 133.

1. Section 18 of chapter 70 of the statutes of 1912 intituled *An Act to incorporate British Trust Company*, as amended by chapter 133 of the statutes of 1914, is hereby further amended by substituting the word "six" for the word "four" wherever the word "four" occurs in the said section. Extension of time for forfeiture by non-user.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

F[2].

An Act respecting British Trust Company.

Received and read a first time

Friday, 24th March, 1916.

Second reading

Wednesday, 29th March, 1916.

Honourable Mr. Casgrain.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL G2.

An Act for the relief of Hope Fothergill Baily.

Preamble. WHEREAS Hope Fothergill Baily presently residing at the city of Toronto, in the province of Ontario, wife of William George Baily, of the said city of Toronto, has by her petition alleged, in effect, that they were lawfully married on the fifth day of September, A.D. 1911, at the said city of Toronto, she then being Hope Fothergill McMurtry, spinster; that the legal domicile of the said William George Baily was then and is now in Canada; that since the said marriage he has on divers occasions committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved. **1.** The said marriage between Hope Fothergill McMurtry and William George Baily, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again. **2.** The said Hope Fothergill McMurtry may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said William George Baily had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

G[2].

An Act for the relief of Hope Fothergill Baily.

Received and read a first time

Tuesday, 28th March, 1916.

Second reading

Thursday, 30th March, 1916.

Honourable Mr. Derbyshire.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL H2.

An Act respecting The High River, Saskatchewan and Hudson Bay Railway Company.

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1912, c. 100; 1914, c. 90.

1. The High River, Saskatchewan and Hudson Bay Railway Company may commence construction of its railway from a point in any of the townships 17 to 29, range one, west of the fourth meridian, in the province of Alberta; thence northeasterly to the city of Saskatoon, in the province of Saskatchewan; thence north-easterly to a point in or about townships 52 to 56 on the easterly boundary of the province of Saskatchewan; thence north-easterly to the Pas, in the Northwest Territories, as authorized by section 7 of chapter 100 of the statutes of 1912, as amended by section 1 of chapter 90 of the statutes of 1914, and may expend fifteen per cent of the amount of its capital stock thereon within two years after the passing of this Act, and may complete the said line of railway and put it in operation within five years after the passing of this Act; and if, within the said periods respectively, the said railway is not commenced and such expenditure is not so made, or is not completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted. Extension of time.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

H².

An Act respecting The High River, Saskatchewan and Hudson Bay Railway Company.

Received and read a first time

Tuesday, 4th April, 1916.

Second reading

Tuesday, 4th April, 1916.

Honourable Mr. DeVeber.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL I2.

An Act respecting Rentals Payable to the Mount Royal Tunnel and Terminal Company, Limited.

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:— 1914, c. 20; 1914, c. 78.

1. It is hereby declared that the provisions of subsection two of section one of chapter seventy-eight of the statutes of 1914, entitled *An Act respecting The Canadian Northern Railway Company* (which subsection is set forth in the schedule to this Act), were intended to make and did make the whole of the rents or sums reserved or made payable under the agreement or lease therein referred to, a charge upon the whole of the property, assets, rents and revenues of the lessees, parties to the said agreement or lease, the said charge ranking next after penalties heretofore or hereafter imposed for non-compliance with the requirements of the *Railway Act*, and in priority to all mortgages, charges or encumbrances made or created by such lessees before or after the passing of the said chapter 78 and in priority to all securities thereby secured. Whole of rents, sums reserved or payable under lease, chargeable to whole property of lessees.

SCHEDULE.

"2. The whole of the rents or sums reserved or made payable under the said agreement or lease shall for all purposes be deemed to be, and are hereby declared to form part of, the working expenditure, as defined and provided for in the *Railway Act*, of the lessees parties to the said agreement or lease."

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

I[2].

An Act respecting Rentals Payable to the Mount Royal Tunnel and Terminal Company, Limited.

Received and read a first time

Friday, 7th April, 1916.

Second reading

Wednesday, 12th April, 1916.

Honourable Mr. Lougheed.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL J2.

An Act for the relief of Robert Charles Vondrau.

Preamble.

WHEREAS Robert Charles Vondrau, of the town of Preston, in the province of Ontario, mechanic, has by his petition alleged, in effect, that on the second day of June, A.D. 1909, at the town of Mount Forest, in the province of Ontario, he was lawfully married to Ida Ellis; that she was then of the said town of Mount Forest, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Robert Charles Vondrau, and Ida Ellis, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Robert Charles Vondrau, may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Ida Ellis had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

J[2].

An Act for the relief of Robert Charles Vondrau.

Received and read a first time

Tuesday, 11th April, 1916.

Second reading

Thursday, 13th April, 1916.

Honourable Mr. Derbyshire.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL K2.

An Act for the relief of Percy Lynn Woods.

Preamble.

WHEREAS Percy Lynn Woods, of the township of Vespra, in the county of Simcoe, province of Ontario, has by his petition alleged, in effect, that on the twenty-second day of October, A.D. 1905, at the town of Barrie, in the said province, he was lawfully married to Lucy Webb; a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Percy Lynn Woods and Lucy Webb, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Percy Lynn Woods may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Lucy Webb had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

K².

An Act for the relief of Percy Lynn Woods.

Received and read a first time

Tuesday, 11th April, 1916.

Second reading

Thursday, 13th April, 1916.

Honourable Mr. Ratz.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

THE SENATE OF CANADA.

BILL L2.

An Act for the relief of David Whimster Rhodes.

Preamble.

WHEREAS David Whimster Rhodes, of the township of Nottawasage, in the county of Simcoe, in the province of Ontario, farmer, has by his petition alleged, in effect, that on the nineteenth day of November, A.D. 1902, at the village of Duneedin, in the said township, he was lawfully married to Eliza Ellen Barber, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between David Whimster Rhodes, and Eliza Ellen Barber, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said David Whimster Rhodes may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Eliza Ellen Barber had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

L².

An Act for the relief of David Whimster Rhodes.

Received and read a first time

Wednesday, 12th April, 1916.

Second reading

Friday, 14th April, 1916.

HONOURABLE MR. CORBY.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL M2.

An Act for the relief of Martha Isabella Kenny.

Preamble.

WHEREAS Martha Isabella Kenny, presently residing at the city of Toronto, in the province of Ontario, wife of Charles Kenny, of the said city, barber, has by her petition alleged, in effect, that they were lawfully married on the ninth day of May, A.D. 1902, at the city of Kingston, in the said province, she then being Martha Isabella Gray, spinster; that the legal domicile of the said Charles Kenny was then and is now in Canada; that since the said marriage he has on divers occasions committed adultery; that she has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by her petition she has prayed for the passing of an Act dissolving her said marriage, authorizing her to marry again, and affording her such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of her petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved.

1. The said marriage between Martha Isabella Gray and Charles Kenny, her husband, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again.

2. The said Martha Isabella Gray may at any time hereafter marry any man whom she might lawfully marry if the said marriage with the said Charles Kenny had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

M².

An Act for the relief of Martha Isabella Kenny.

Received and read a first time

Tuesday, 2nd May, 1916.

Second reading

Thursday, 4th May, 1916.

Honourable Mr. Derbyshire.

OTTAWA
Printed by J. de L. Taché
Printer to the King's most Excellent Majesty
1916.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL N2.

An Act for the relief of William Thomas Craig.

Preamble. WHEREAS William Thomas Craig, of the township of Camden, in the county of Kent, province of Ontario, farmer, has by his petition alleged, in effect, that on the first day of March, A.D. 1899, at the said township of Camden, he was lawfully married to Bertha Maud Huff, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Marriage dissolved. **1.** The said marriage between William Thomas Craig and Bertha Maud Huff, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Right to marry again. **2.** The said William Thomas Craig may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Bertha Maud Huff had not been solemnized.

6th Session, 12th Parliament, 6 George V, 1916

THE SENATE OF CANADA.

BILL

N².

An Act for the relief of William Thomas Craig.

Received and read a first time

Friday, 5th May, 1916.

Second reading

Tuesday, 9th May, 1916.

HONOURABLE MR. DERBYSHIRE.

OTTAWA
Printed by J. DE L. TACHÉ
Printer to the King's most Excellent Majesty
1916.

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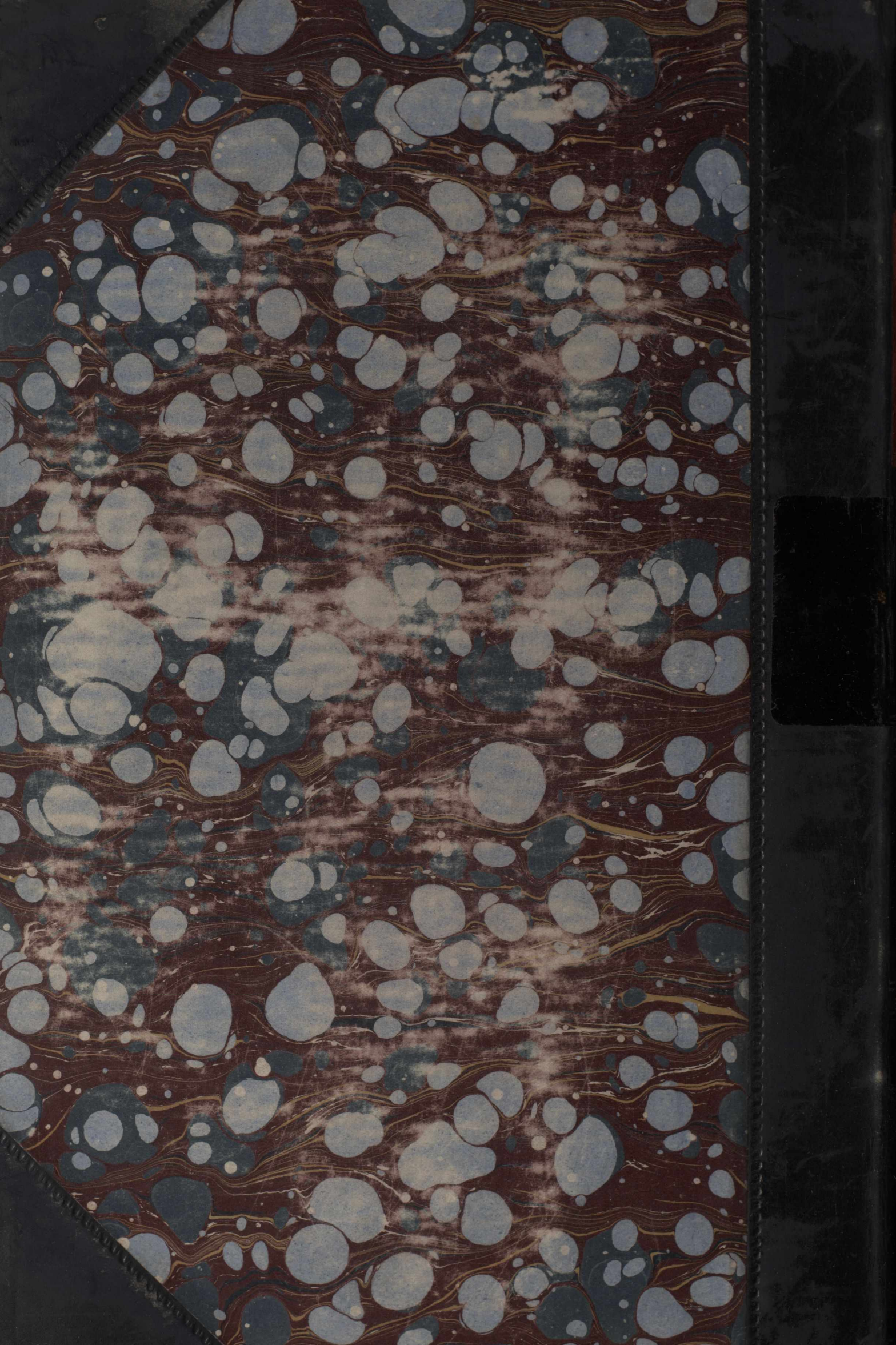
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