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No. 196.

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2nd Session, 7th Parliament, 26 Victoria, 1863.

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**B I L L .**

**An Act respecting Railway Postal  
Services.**

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**Received and read first time, Wednesday, 18th  
March, 1863.**

**Second reading, Thursday, 19th March, 1863**

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**Hon. Mr. Foley.**

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**G. Desbarats, Queen's Printer.**

## An Act respecting Railway Postal Service.

**W**HEREAS it is expedient that provision be made for the conveyance of the mails by Railways at a reasonable rate of charge to the Public: Therefore, Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows:

Preamble.

1. As respects all Railways already made or in progress or to be hereafter made in this Province, the Postmaster General, by notice in writing under his hand, delivered to the Railway Company, may require that the Mails and officers of the Post Office accompanying the Mails or otherwise, shall be conveyed and forwarded by any such Railway, either by the ordinary trains or by special trains, as he may desire, at such hours or times, in the day or night, as he may direct; and thereupon the said Company shall provide for the conveyance of such mails to the satisfaction of the Postmaster General, in the manner required by him, and shall receive, convey and deliver, by such ordinary or special trains, as the case may be, all such mails as shall for that purpose be tendered to them or any of their officers, servants or agents, by any person employed in the Provincial Post Office, and shall also receive and convey, in and upon the trains carrying such mails, any officers of the Post Office in charge thereof, or otherwise travelling on Post Office business, and shall receive, deliver and leave such mails and officers at such places, on the line of such Railway, subject to such reasonable regulations and restrictions as the Postmaster General shall, on that behalf, from time to time, order or direct; provided, always, that the rate of speed to be required in the case of special trains, shall not exceed the maximum rate of speed prescribed by the Directors of such Railway for First Class Passenger trains; and provided also that should the Postmaster General at any time require the daily running of a train or trains at different hours from those ordinarily run by the Railway Company at the time, he shall give seven days previous notice of such requirement.

Postmaster General may require any Railway Company to convey Mails, &c., by ordinary or special Trains, and at such times and hours as he may think proper.

Proviso, as to speed.

Proviso, for notice in case of special trains.

2. The Postmaster General may, upon giving notice in writing to any Railway Company, of his intention so to do, use any of the ordinary trains which may be running at the time of the delivery of such notice on their Railway for the purpose of sending thereby any mails, either with or without an officer or officers of the Post Office in charge thereof, and the Postmaster

He may require Mails to be conveyed by the Company's ordinary trains, and with or without an officer of the department.

And that the time, &c., of such trains be not altered without his consent or notice to him.

General may require that such provision be made in such ordinary train for the conveyance of the said mails as he may direct ; and when such mails are sent without an officer of the Post Office in charge thereof, the Postmaster General may require that the servants of the Railway Company shall take charge of such mails and shall convey and deliver them upon the line of Railway, as the Postmaster General may direct ; and the Postmaster General may further require that the Railway Company shall not, whilst the mails are sent by such ordinary trains, alter the ordinary hours or times of departure or arrival of any such ordinary train, or alter the times or places at which any such train shall stop, or withdraw or discontinue such ordinary train, without the consent of the Postmaster General, or until seven days' notice in writing, of the intention of the Company to alter or withdraw such train, shall have been given to him, with full information as to the alterations intended by the Company.

Car to be adapted for conveyance and sorting of letters.

3. The Postmaster General may require that the whole or any proportion of the whole of any Railway car used on any Railway for the conveyance of the Mails, be exclusively appropriated for that purpose, and may require also that the said car or portion of a car be fitted up for the purpose of sorting letters therein, and heated and lighted to his satisfaction by the Railway Company.

Remuneration to be agreed upon or fixed by arbitration.

4. Every Railway Company conveying Mails as by this Act required, shall be entitled to such reasonable remuneration, to be paid by the Postmaster General for the services required by him to be performed, as shall be fixed and agreed upon between him and the Railway Company, or, in case of difference between them, then as shall be determined by arbitration as hereinafter provided, but so that the service, which may be required by the Postmaster General to be performed by any such Company, be not suspended or postponed by reason of such remuneration not having been fixed or agreed upon between the said Postmaster General and such Company, or by reason of the award on any reference to arbitration to determine the remuneration not having been then made, or of any cause whatever.

But service not to be suspended or postponed on any pretence.

Postmaster General may add to or discontinue any service notwithstanding agreement or award : but increasing or diminishing the remuneration proportionately, &c.,

5. Notwithstanding any agreement entered into between the Postmaster General and any Railway Company, or any award made on any reference as aforesaid fixing the amount of remuneration to be paid to such Railway Company for any services to be rendered by them as aforesaid, the Postmaster General may, at any time, by notice in writing, require such Railway Company to add to or discontinue any portion of the service in respect of which the agreement or award was made, and in that case the remuneration to be paid to such Railway Company shall be increased or diminished in due proportion to the increase or diminution of service as shall be agreed between

the Postmaster General and such Railway Company, and in case of disagreement, the matter in difference shall be referred to arbitration as herein provided; and the Postmaster General may, at any time, upon giving seven days previous notice in writing of his intention to the Railway Company, discontinue the Mail Service by any particular train, or altogether upon any Railway, and in that case the remuneration for the service so discontinued shall also at the same time cease and determine.

Or discontinue service by any particular train, &c., on notice.

5. If any Railway Company or any of its Officers, servants, or agents, shall refuse or neglect to carry or convey any Mail, when tendered to them, for such purpose, by the Postmaster General or by any person employed in the Provincial Post Office, or shall refuse or neglect to receive, deliver and leave any such Mail or Officer of the Post Office accompanying the Mails or otherwise, in accordance with the Postmaster General's requirement, or shall not obey and perform such regulations respecting the conveyance of such Mails and Officers on the Railway, as he may make for that purpose, then and in any such case the Railway Company which or whose Officer, servant or agent shall so offend in the premises shall, for every such offence, be liable to a penalty of not exceeding *one hundred* dollars.

Penalty on any Company not complying with the Postmaster General's requirements.

7. Every Railway Company, on being required so to do by the Postmaster General, shall give security by Bond to Her Majesty in such sum and form as the Postmaster General shall think proper that such Company will well and truly do, perform and cause to be done or performed by its Officers, servants and agents, all such acts, matters and things, as by this Act are required to be done by such Railway Company, and such Bond shall be renewed, from time to time, whenever the Postmaster General shall, in his discretion, require the same to be renewed, and if any Railway Company shall fail to execute or renew such Bond within the space of one month after being required so to do by the Postmaster General, then such Railway Company shall forfeit *fifty dollars* for every day during the period for which such failure shall continue, after the expiration of the said month.

Postmaster General may require any Railway Company to give security to comply with the requirements of this Act.

8. All notices to be given by the Postmaster General, under the provisions of this Act, to any Railway Company, shall be considered as duly made when addressed to the Managing Officer of such Railway, and given or delivered to such Managing Officer, or delivered at the Office where the business of such Company is ordinarily transacted.

How notices shall be given to Railway Companies under this Act.

9. In all cases in which the Postmaster General and any Railway Company shall not be able to agree on the amount of remuneration to be paid by the Postmaster General to such Railway Company for any services to be performed as herein mentioned, the same shall be referred to the award of two

Differences as to remuneration to be decided by arbitration.

Appointment of arbitrators. persons resident within the Province, one to be named by the Postmaster General and the other by such Company, and if such two persons cannot agree on the amount of such remuneration, then the decision shall be referred to the umpirage of a third person who shall have been appointed by the said first two named arbitrators before entering upon the consideration of the case referred to them, and if they should be unable to agree upon the selection of such umpire, then the appointment of such umpire shall be made as provided in the next succeeding clause. 5 10

Presidents of Boards of Trade to appoint an Umpire if arbitrators cannot agree on one. **10.** In the event of the said Arbitrators not being able to agree upon the selection of an umpire, such umpire shall be appointed by the Presidents of the Boards of Trade of the five most populous cities in the Province, as determined by the Census last made and taken, whose duty it shall be to meet at the City of Montreal, upon notification from the Postmaster General that such selection is required from them, and proceed by a majority of votes to select and appoint the said umpire; and such appointment and selection shall be forthwith communicated, by the parties making the selection, to both the Postmaster General and the Railway Company concerned in the case. 15 20

Award to be binding. **11.** Any award or umpirage made under the provisions of this Act shall be binding and conclusive on the Postmaster General and on the Railway Company concerned, and on their respective successors and assigns. 25

After ——— years Company may require a new arbitration. **12.** After any contract entered into or award made, under the authority of this Act, shall have continued in operation for a period of ——— years, it shall be competent for any Railway Company, who may be dissatisfied with the terms of remuneration fixed by such contract or award, to require, by notice under their seal, to the Postmaster General, that it shall be referred to arbitrators to determine whether any and what alterations should be made therein, and thereupon such arbitration shall proceed as hereinbefore provided; Provided, always, that the services performed by such Railway Company for the Post Office shall in no wise be interrupted or impeded thereby. 30 35

Proviso : Service not to be interrupted.

Provision for compelling appointment of arbitrators or umpire, and the making of an award, within a reasonable time. **13.** In all arbitrations to be proceeded with under this Act, the Postmaster General or the Railway Company, as the case may be, shall nominate his or their arbitrator within one month after notice from the other party, or in default the arbitrator appointed by the party giving notice may name the other arbitrator, and such arbitrators shall proceed forthwith in the reference and make their award thereon within sixty days after their appointment, or otherwise the matter shall be left to be determined by the umpire, and if such umpire shall fail to proceed and make his award within sixty days after the matter 40 45

shall have been referred to him, then a new umpire shall be appointed in the manner before provided, who shall, in like manner, proceed and make his award within sixty days or in default be superseded and so *toties quoties*.

5 **14.** In the case of all awards made under this Act, such award shall specify in the form of a mileage rate, per train mile for each description of service required to be performed, the amount to be payable by the Post Office to the Railway Company in respect to which the award is made, for the  
 10 conveyance of Mails by the said Railway in the manner required by the Postmaster General.

Award to specify a mileage rate for the service required.

**15.** All pecuniary penalties imposed by this Act shall be recoverable with costs by the Postmaster General, in like manner with pecuniary penalties imposed by the Post Office Act.

Recovery of penalties.

15 **16.** The term "Railway Company" used in this Act shall be held to include and apply to any person or persons in possession of a Railway coming under the provisions of this Act, or controlling the working of the same.

What shall be a "Railway Company" under this Act.

20 **17.** This Act shall be deemed a Post Office Act and be subject, as regards the meaning of the several terms used in relation to the Post Office, to the interpretation clauses of the Post Office Act.

Interpretation clause.