



CHAPTER 85.

An Act to Incorporate the Victoria Terminal Railway and Ferry Company.

[May 11th, 1901.]

WHEREAS a petition has been presented praying for the incor- Preamble.
poration of a Company to construct and operate a railway and
ferry as hereinafter set forth, and it is expedient to grant the prayer
of their petition :

Therefore, His Majesty, by and with the advice and consent of the
Legislative Assembly of the Province of British Columbia, enacts as
follows:—

1. Ernest Victor Bodwell, Lyman Poore Duff and James Hill Incorporation.
Lawson, the Younger, all of the City of Victoria; Simon Francis
Mackenzie, of the City of Vancouver, and A. E. Henry, of the City of
Milwaukee, in the State of Wisconsin, together with such persons as
become shareholders in the Company hereby incorporated, are hereby
constituted a body corporate under the name of the Victoria Terminal
Railway and Ferry Company.

2. The head office of the Company shall be in the City of Victoria, Head office.
but may be changed to such other place in Canada as is fixed by by-
law passed at an annual general meeting or at any special meeting.

3. The Company shall have power to adopt and carry into effect Power to carry into
effect agreement in
the "Victoria Ter-
minal Railway By-
law."
the draft agreement recited in and incorporated with a certain By-Law
finally passed after ratification by the electors of the Municipality by
the Municipal Council of the Corporation of the City of Victoria on
the 3rd day of December, 1900, and numbered 326, known as "The
Victoria Terminal Railway By-Law, 1900," and of which By-Law a
true and correct copy is set forth in the schedule to this Act, and do

all things necessary to enable the Company to have, hold and exercise all the rights, franchises and privileges in the said Draft Agreement or in said By-Law mentioned or referred to upon and subject to the conditions and restrictions therein set forth, and to accept and enjoy the benefits of such By-Law, with power nevertheless at any time and from time to time to agree to any modification or modifications of the terms of such By-Law or Agreement.

To construct line of railway in Victoria.

4. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches, hereinafter referred to as the "first section of the undertaking," within the City of Victoria and over the following streets of said City, viz.: "A" Street, Bay Street, First Street, Blanchard Street, Fisguard Street, Cormorant Street, and Store Street, and over any street or streets intersecting the aforementioned streets or any of them, so as to connect the Victoria and Sidney Railway as it at present exists with the Esquimalt and Nanaimo Railway, and also to extend said line of railway to such other points and over such other streets or ways within the corporate limits of the City of Victoria as may at any time and from time to time be agreed upon between the Corporation of the said City and the Company, according to the terms set forth in clause 8 of said By-Law.

Establish steam ferry service.

5. The Company may construct, establish, maintain and continuously operate a railway ferry steamship service for the purpose of transferring for reward passengers and passenger and freight cars, hereinafter referred to as the "second section of the undertaking," between the present or any future terminus of the Victoria and Sidney Railway Company on the Saanich Peninsula, Vancouver Island, and a point on the south side of and at or near the mouth of the Fraser River.

Line of railway in Delta and Surrey Districts.

6. The Company may lay out, construct and operate a railway of the said gauge, hereinafter referred to as the "third section of the undertaking," from a point at or near the mouth of the Fraser River, on the south side thereof, and extending in an easterly direction and as far as practicable through the centre of the Districts of Delta and Surrey to a point where a connection can be conveniently made with the New Westminster Southern Railway within the said District of Surrey.

Line of railway to Chilliwack.

7. The Company may lay out, construct, and operate a railway of the said gauge, hereinafter referred to as the "fourth section of the undertaking," from a point at or near the connection of the third section of the undertaking with the New Westminster Southern Railway and extending easterly by the most convenient and feasible route to a point at or near Chilliwack.

8. The Company shall also have the following powers:—

- (1.) To build, equip, maintain and operate telegraph and telephone lines along any of the lines of the said railway or any of its branches, and to establish offices thereon, and to transmit messages for the public and charge tolls for the same : Telephone and telegraph lines.
- (2.) To purchase, charter, hire, build, or otherwise acquire steam-ships and other vessels of any description and to employ the same in the conveyance of passengers, mails, cattle, produce and merchandise of all kinds, and in towing vessels of all kinds and lumber between any part of British Columbia, as may seem expedient, and to acquire any postal or other subsidies. Shipping.
- (3.) To carry on all or any of the businesses of ship-owners, dock-owners, carriers by land and water, warehousemen, wharfingers and forwarding agents : Carriers, etc.
- (4.) To acquire, construct, maintain and operate wharves, quays, docks, warehouses and buildings, and to carry on the business of warehousemen, wharfingers and forwarding agents. Acquire wharves, etc.

9. The Company may enter into any agreement or agreements for conveying or leasing to any other railway, steamship, transportation, telegraph or telephone company, in whole or in part, the lines of railway or branches, telegraph or telephone lines, or any property to the ferry steamship service belonging, which the Company by this Act is empowered to construct and operate, or for an amalgamation with any other such company if lawfully empowered to enter into such agreement, or for forming any traffic or other arrangements with any railway or steamboat or transportation company, the whole upon such terms and conditions as may be agreed upon by the contracting parties : Provided that each such agreement has been first sanctioned by two-thirds of the votes at a special general meeting of the shareholders duly called for the purpose of considering the same, at which meeting shareholders representing at least two-thirds in value of the stock are present in person or represented by proxy ; and provided also that each such agreement shall be assented to by the Lieutenant-Governor in Council. Company may enter into agreements with other companies.

- (1.) Such assent shall not be signified until after notice of the proposed application therefor has been published for thirty days in the Provincial Gazette, and also in one newspaper circulating in the district in which the railway of the Company runs :
- (2.) A duplicate of each agreement referred to in this section shall within thirty days after its execution be filed in the office of the Provincial Secretary, and notice thereof shall be given by the Company in the Provincial Gazette, and the production of

the Provincial Gazette containing such notice shall be *prima facie* evidence of the requirements of this Act having been complied with.

Bonding powers.

10. The Company may issue bonds, debentures or other securities to the extent of three hundred thousand dollars on the second section of the undertaking, and to the extent of twenty thousand dollars per mile for the railway and branches comprised within the first, third and fourth sections of the undertaking, and such bonds, debentures or other securities on the last-mentioned sections may be issued only in proportion to the length of railway constructed or under contract to be constructed: Provided, however, that no such bonds, debentures or other securities shall be issued unless the Directors have been authorised so to do by a resolution passed by a two-thirds majority at any general or special meeting for that purpose among others called, at which meeting shareholders representing at least two-thirds in value of the subscribed stock of the Company are present or are represented by proxy.

Proviso.

Capital stock.

11. The capital stock of the Company shall be one million dollars, divided into ten thousand shares of one hundred dollars each, and may be called up by the Directors from time to time as they deem necessary.

First general meeting.

12. So soon as one hundred thousand dollars of the capital stock shall have been subscribed and allotted, and ten per cent. of the amount shall have been paid into some chartered bank in Canada, the Provisional Directors shall call a meeting of the shareholders of the Company at the place where the head office is situate, at such time as they shall think proper, giving the notice prescribed by section 13 of this Act, at which meeting the shareholders who have paid ten per cent. on the amount of stock subscribed by them shall, from the shareholders possessing the qualifications hereinafter mentioned, elect five Directors, of whom three shall form a quorum for the transaction of business, who shall hold office until others are elected.

Notice of first general meeting.

13. At least thirty days' public notice of the first meeting of the shareholders of the Company shall be given by advertisement published in the British Columbia Gazette, and at least for thirty days in one newspaper published in the place where the head office is situate, and by a twenty days' notice in writing to each shareholder, delivered to him personally or mailed properly directed to him at his last known place of abode, in which notice shall be specified the place and the day and the hour of meeting. All such notices shall be published at least weekly, and a copy of such Gazette and newspaper containing such notice shall, on production thereof, be evidence of the sufficiency of such notice.

14. The persons named in the first section of this Act shall be and are hereby constituted Provisional Directors of the Company, of whom three shall form a quorum for the transaction of business, and the said Provisional Directors shall have all the powers by this Act and by the British Columbia Railway Act conferred upon the Directors of the Company, and they shall hold office until the first election of Directors under this Act.

Provisional Directors.

15. The first annual general meeting of the Company shall be held at such time as the Directors of the Company may determine, and all subsequent annual general meetings shall be held at such time as may be prescribed by the Company in general meeting; and if no other time is prescribed, the annual general meeting shall be held on the third Wednesday of October in each year, at which annual general meetings a Board of five Directors, of whom three shall form a quorum for the transaction of business for the management of the Company's affairs shall be elected.

Annual general meetings.

16. The Company shall have power to promote any other company or incorporation or association of persons for any purposes which may seem directly or indirectly calculated to benefit the Company, and for that purpose to obtain any Act of Parliament which may seem expedient, and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice the Company's interests.

Power to promote other companies.

17. The Company may, from time to time, for advances of money, pledge any stock, debentures or bonds which under the powers of this Act can be issued for the construction of the railway, or other purposes of the Company hereby authorised.

Pledges of stock, etc.

18. It shall be lawful for the Company, with the consent of the Chief Commissioner of Lands and Works, to take from any public lands adjacent to or near the line of the said railway, its branches or extensions, all stone, timber or gravel and other material which may be necessary or useful for the construction of the railway, and also to fill in upon any public lands.

Stone, timber, etc., required for construction.

19. The said Company shall have power to collect and receive all charges subject to which goods or commodities may come into their possession, and on payment of such back charges, and without any formal transfer, shall have the same lien for the amount thereof upon such goods and commodities as the person to whom such charges were originally due, and shall be subrogated by such payment in all the rights and remedies of such persons for such charges.

Collection of charges on goods.

"B. C. Railway Act" to apply.

20. The clauses or sections of the "British Columbia Railway Act," and all future amendments thereto, shall apply to this Company in the same manner and to the extent as if the same had been set forth clause by clause in this Act.

"Companies Clauses Consolidation Act" applies.

21. The provisions of the "Companies Clauses Consolidation Act, 1897," shall apply to the Company and to the undertaking authorised hereby, save so far as they are expressly varied or excepted by this Act, or as any of such provisions are repugnant to or inconsistent with the provisions of this Act, or the said "British Columbia Railway Act," as incorporated into this Act, in which case the provisions of this Act, or of the said Railway Act as so incorporated herein, as the case may be, shall, to the extent of such repugnancy or inconsistency, govern.

Failure to complete sections.

22. The failure to complete any one or more of the sections of the undertaking hereinbefore referred to, or any part thereof, within the time limited for the completion of the same respectively shall not prejudice the Company in respect of such part or parts, if any, of the section or sections as to which such failure shall be made as shall at the expiration of such limited time be made or completed, or in respect of any section or sections as to which the period so limited for the completion thereof shall not have then expired.

Deposit to secure expenditure of \$10,000 on construction before 1st October, 1902.

23. The Company shall, within six months after the coming into force of this Act, deposit with the Minister of Finance and Agriculture the sum of five thousand dollars, either in cash or securities approved by said Minister, as security that the Company will expend not less than ten thousand dollars in surveys or construction of the railway hereby authorised to be built, before the first day of October, 1902, from the passing of said Act, and in default of such expenditure the aforesaid deposit of money or securities shall be forfeited to and become the property of the Government; and should such security not be deposited as aforesaid, all the rights and privileges conferred by this Act shall be null and void.

Future legislation to apply.

24. Any Act hereafter passed for the purpose of controlling, regulating or affecting railway companies incorporated by the Legislature of British Columbia with regard to any matter or thing, shall apply to the Company from the time such Act goes into effect, and this section shall not be construed to imply that such Act would not apply to the Company without the enactment of this section.

As to employment of aliens.

25. No aliens shall be employed on the railway during construction unless it is demonstrated to the satisfaction of the Lieutenant-Governor in Council that the work cannot be proceeded with without the employment of such aliens.

26. This Act shall not come into force or effect until such time as the Company shall give security to the satisfaction of the Lieutenant-Governor in Council—
effect.

- (1.) That the Lieutenant-Governor in Council shall have the right from time to time to fix maximum rates for freight and passenger traffic, and the Company shall not charge rates higher than those so fixed :
- (2.) That in the event of Dominion legislation bringing this Railway Company under the exclusive jurisdiction of the Parliament of Canada, the foregoing conditions shall be carried out by the Company so incorporated, as a contract and obligation of said Company prior to any other charge thereon.

27. This Act may be cited as the “ Victoria Terminal Railway and Ferry Act, 1901.” Short title.

BY-LAW.

A BY-LAW to aid a Railway Company to be Incorporated for the purpose of Constructing, Maintaining, and Operating a Line of Railway through certain Streets of the City of Victoria and on the Mainland of British Columbia, and for the further purpose of Constructing, Maintaining, and Operating a Car-Ferry Service between Sidney and a point on the Mainland of British Columbia at or near the mouth of the Fraser River.

WHEREAS, under and by virtue of the “ Municipal Clauses Act,” the Council of every municipality may from time to time make by-laws for the granting of bonuses of money to any railway company in aid of such railway, and the right to construct a railway along any street or highway within the municipality on such terms and conditions as the Council shall see fit :

And whereas Alexander Scott Innes, of the firm of Bodwell & Duff, of the City of Victoria, barrister-at-law and solicitor, as trustee for a company to be formed, has submitted to the Municipal Council of the Corporation of the City of Victoria a proposition for the establishment of a railway and car-ferry service connecting the City of Victoria with the Mainland, which proposition is set forth in a draft agreement submitted to and approved by the Council, and which said draft agreement is in the words and figures following :—

Agreement made and entered into the _____ day of _____, 1900, between the Corporation of the City of Victoria, in the Province of British Columbia (hereinafter called “ the Corporation ”), of the one part, and Alexander Scott Innes, of the City of Victoria, barrister-at-law and solicitor (hereinafter called “ the Trustee ”), of the other part :

Whereas the Trustee has submitted to the Corporation a proposition for the establishment of a railway and car-ferry service connecting the City of Victoria with the Mainland of British Columbia :

And whereas, in order to encourage and assist the said undertaking, the Corporation has agreed to grant the bonuses and privileges hereinafter referred to:

Now this agreement witnesseth that the parties hereto mutually agree with each other as follows:—

1. The Trustee shall take all necessary steps to procure the incorporation at the next Session of the Legislative Assembly of the Province of British Columbia, of a company (hereinafter called “the Company”), which shall, among other things, possess the following powers—that is to say, power:—

- (a.) To construct, operate, and maintain a line of railway over the streets of Victoria hereinafter named, so as to connect the Victoria and Sidney Railway, as it at present exists, with the Esquimalt and Nanaimo Railway, and to make traffic and other agreements and contracts for the transfer of freight and passengers with the companies operating each of the said railways; and also to extend the said line of railway to such other points and over such other streets or ways within the corporate limits of the City of Victoria as may at any time and from time to time hereafter be agreed upon between the Corporation and the Company:
- (b.) To construct, operate, and maintain a car-ferry service between the present or any future terminus of the Victoria and Sidney Railway Company on the Saanich peninsula and a convenient point at or near the mouth of the Fraser River:
- (c.) To construct, operate, and maintain a line of railway from a point at or near the mouth of the Fraser River, on the south side thereof, and extending in an easterly direction and as far as practicable through the centre of the districts of Delta and Surrey to a point where a connection can be conveniently made with the New Westminster Southern Railway, and also to extend the said railway to a point at or near Chilliwack, and to such other point or points east of said connection as may be determined upon by the Company; and to amalgamate with the Great Northern Railway Company, or with any railway corporation controlled or operated by said company, and to enter into traffic and other arrangements for the transfer of passengers and freight with the said Great Northern and other railway corporations.

2. The Company, when incorporated, shall proceed with all due dispatch to construct, and within six (6) months from the date of the passing of the Act of Incorporation shall commence the construction of that portion of the said railway in the City of Victoria which is necessary to connect the Victoria and Sidney Railway system with that of the Esquimalt and Nanaimo Railway, and also that other portion of the said railway which, when completed, shall extend from a point at or near the mouth of the Fraser River to a point where it shall form connection with the said New Westminster Southern Railway, and shall diligently proceed with and complete both of said portions of the said railway within two (2) years from the date of the passing of the said Act of Incorporation, and shall also, within

the said period of two (2) years, build, equip, and put in operation a seaworthy and efficient railway ferry steamship capable of transferring, with reasonable dispatch and with suitable accommodation for at least four hundred (400) passengers on each trip, together with not less than eight (8) loaded freight cars of standard gauge and load capacity of 30,000 pounds each, and such other freight as may, from time to time, be delivered for transportation to the Company. The Company shall, after completion, operate the said ferry, at a regular and uniform rate of speed of not less than 14 miles per hour, and as a continuous service between the present or any future terminus of the Victoria and Sidney Railway, as aforesaid, to the point or points which shall be selected at or near the mouth of the Fraser River as the western terminus or termini of that portion of the said railway to be constructed through the Districts of Delta and Surrey, aforesaid : The Company shall at all times maintain their works in an efficient condition :

3. The Company shall run at least one passenger train each way over its railway and connections each day and, extraordinary storms or fog and the dangers of navigation always excepted, shall operate the said ferry so as to make connection with the said passenger trains each way without undue delay, it being understood that the service herein provided for is to be in addition to that which has heretofore been agreed upon between the Corporation and the Victoria and Sidney Railway, and that the operation of the said trains over the railway of the Company shall be so arranged as not in any way to diminish or impair the service over the Victoria and Sidney Railway, which has heretofore been provided for by any agreement between the Corporation and the said Victoria and Sidney Company :

4. The Company shall also enter into a traffic agreement with the Great Northern Railway Company which shall procure for the transportation over the railway and ferry of the Company of the freight passing over the Transcontinental Line of the Great Northern Railway and which is designed for the City of Victoria. The said traffic agreement with the Great Northern Railway Company shall in the first instance be made to exist for a period of five (5) years at least, and may be renewed from time to time on such terms as the Company and the said Great Northern Railway Company shall agree upon, but if at any time in the future the railway-ferry service of the Company shall cease to be used as the main thoroughfare for the transportation of through freight consigned over the Great Northern Railway to Victoria, then the Corporation, at its option, may cancel or agree to alter or modify the terms of this contract, and in the event of cancellation all payments of the bonus hereinafter referred to accruing after the date of such cancellation shall cease, and all privileges and franchises granted to the Company by this agreement shall be abrogated :

5. The Company shall also enter into such traffic arrangements with the Victoria and Sidney Railway Company as shall ensure to the said last-mentioned Company the payment of a reasonable charge for all freight and passengers transported by the Company over the said Victoria and Sidney Railway, having regard to the mileage of said railway and to the usual con-

ditions which are attached to traffic arrangements between railway companies transferring freight to each other's lines :

6. If the railway ferry to be constructed, as aforesaid, shall be completed before the line of railway between the point or points at the mouth of the Fraser River and the junction of such railway on the Mainland with the New Westminster Southern Railway is finished, the Company shall, until the time of such completion, operate the said ferry between Liverpool and Sidney so as to transfer loaded cars and passengers directly between the said points :

7. The maximum local passenger rate over the said railway and ferry between the City of Victoria and the junction with the Westminster Southern Railway shall not exceed the sum of two dollars each way, and the Company shall also establish and maintain over the said line of railway and ferry a reasonable and moderate scale of local freight charges so as to encourage as far as possible the interchange of commodities and passenger travel between places on the said line of railway and the City of Victoria.

8. In consideration of the construction and operation of the said railway and ferry system, the Corporation agrees as follows :—

The Company, when incorporated, shall have, and the Corporation hereby gives and grants unto the Trustee on behalf of the Company, the right to construct the track of and, the Company observing and performing from time to time, and at all times, all the material obligations of this contract, the right to operate permanently the said railway over, along and across the following streets of the City of Victoria, that is to say—"A" Street, Bay Street, First Street, Blanchard Street, Fisguard Street, Cormorant Street and Store Street ; together with the right to construct and operate the said railway across any street or streets which intersect with the streets above named or any of them ; and the Corporation shall and may also at any time and from time to time hereafter give and grant unto the Company a right of way for the construction and operation of its railway over such other streets of the City of Victoria as may be agreed upon between the Company and the Mayor and Council for the time being in office : Provided, however, that no such agreement to be made in the future shall be binding upon the Corporation unless and until a by-law ratifying the same shall have been submitted to and approved by the ratepayers in the manner provided in the "Municipal Clauses Act" : Provided also, that no system of double tracking (except reasonable facilities for switching) shall be permitted on any streets of the City : And provided further, that the construction of the road-bed and laying of tracks in and over any street of the City shall be subject to the approval of the City Engineer for the time being in office, or some other competent person appointed or approved by the Corporation, and that all repairs, additions or alterations of the same shall be subject to the same approval :

9. The Company shall be liable for all damages and consequences arising through the act, neglect or default of the Company occurring in the course of the construction, or during, or by reason of, the operation of the works

herein contemplated within the municipality and shall pay all claims for damages for compensation arising in respect of property injuriously affected thereby for which the Corporation would be liable :

10. The Company shall, at its own cost and throughout the whole length of the railway within the City, cause the space between the rails and a space of two (2) feet on the outer side of each rail to be paved or macadamized, as the case may be, in conformity with the remainder of the street over which the said railway passes.

11. Before breaking up, opening or interfering with any of the said streets for the purpose of constructing the said railway, the Company shall give or cause to be given to the Corporation at least ten (10) days' notice of their intention so to do, and not more than twenty-five hundred (2,500) feet of the said streets shall be broken up or opened at any one time, and when work is commenced on any of said streets the same shall be proceeded with steadily and without interruption as rapidly as the same can be carried on, due regard being had to the proper and efficient construction of the same.

12. During the construction of the said works due and proper care shall be taken to leave sufficient space and crossings so that the traffic and travel on the said streets and other streets intersecting the same shall not be unnecessarily impeded, and proper lights and watchmen shall be provided and kept by the Company.

13. The location of the said railway in any of the streets shall not be made until the plans thereof showing the position of the rails and other works in each street shall have been submitted to and approved by the City Engineer or other officer as aforesaid.

14. The rails on all streets shall be laid and kept flush with the level of each such street, and generally all work of construction and maintenance of such railway shall be done in a substantial manner and according to approved modern methods, and, so far as the City streets are concerned, subject to the approval of the City Engineer or other officer as aforesaid.

15. If the Company shall, after construction, neglect to keep their tracks, the roadways between the same, or the crossings between and on each side of the rails, and two (2) feet on the outer side of each rail along the whole length thereof in the said streets in good condition, or shall fail to have the necessary repairs made thereon, the City Engineer shall give notice thereof to the Company requiring such repairs to be made within a reasonable time, and if not so made the City Engineer may cause the repairs to be made, and the amount so expended by the Corporation may be retained by the Corporation out of subsidy for the year in which same occurs.

16. The Company shall regulate the rate of speed of its trains so that the same shall not exceed the rate of six miles an hour while running over any of the streets of the City ; and shall also provide suitable gates for the protection of the public at the points where the railway crosses Douglas and Store Streets respectively.

17. The Corporation shall also acquire the necessary legislative power in this behalf, and shall execute to the Company a lease, to be settled by the

solicitor of the Corporation, for the term of twenty-five (25) years, at a rental of one hundred dollars (\$100.00) a year, of the premises known as the Market Building, and being further described as: All those pieces or parcels of land situate, lying and being in the City of Victoria, in the Province of British Columbia, and more particularly known as Lots five hundred and eighty-six (586), 587, 588, 594, 595, 596, 597, 598, and the west half of Lot 589, according to the official map or plan of the said City of Victoria filed in the Land Registry Office at Victoria.

The said lease shall contain covenants on the part of the Company to keep the said Market Building insured in a sum of not less than twenty-five thousand dollars (\$25,000) during the whole of said term, and to perform ordinary repairs on the said building during the said term; and shall also contain an option in favour of the Company, at the expiration of the said term, to lease the same premises from the Corporation for a further term of twenty-five (25) years, at a rental to be then agreed upon between the Company and the Mayor and Council for the time being in office: Provided that the failure to obtain such legislative powers shall not render the Corporation liable for damages.

18. The said lease shall also provide that the Company may make such changes and alterations in the said building and premises as shall render them suitable for a passenger and freight station, and if in so doing the Company shall materially alter the structure of the said building they shall, at the expiration or sooner determination of the term, restore it to substantially the condition in which it now is, due regard being had to the structural condition at the commencement of the term and the age of the structure at the termination, but without regard to the use to which the same has been put in the meanwhile, damage by fire and tempest always excepted.

All improvements made to the said building other than the track, fixtures and other matters connected with the permanent operation of the railway, shall, at the expiration or sooner determination of the said term, fall in and be the property of the Corporation.

It shall also be provided in said lease that if at any time during the said period of twenty-five years the Company shall cease to use the said building as a passenger or freight station, the Corporation may cancel the lease.

19. The Corporation shall also have the privilege of deducting from the first payment of the bonus hereinafter provided for the sum of seven thousand five hundred dollars (\$7,500.00), for transferring to and establishing in other quarters the Fire Department and other property of the City now in or about the said Market premises:

20. If at any time hereafter the Esquimalt and Nanaimo Railway Company shall be desirous of using the said Market Building as a Union station with the Company, they shall have the right to do so during the term and subject to the conditions of the said lease, upon paying a reasonable sum for the necessary alterations in the position of tracks and the arrangement of the building for that purpose; and if the Company shall be unable to agree

with the Esquimalt and Nanaimo Railway Company as to any or all of the said matters, or as to the amount of space or the position of the necessary offices of the Esquimalt and Nanaimo Railway Company in the building, then all questions in difference between the said Companies shall be referred to arbitration.

21. The Corporation agrees to grant to the Company for the period of twenty years the sum of fifteen thousand dollars (\$15,000.00) per year as a cash bonus. The Council of the Corporation shall make provision for the payment of the first payment of the said bonus to the Company on the 30th day of June in the year following that in which the said railway and ferry shall be fully completed and in actual operation and ready for the conveyance of passengers and the transportation of freight, and shall further provide for the raising of the sum of fifteen thousand dollars (\$15,000.00) a year every year for the period of nineteen years next ensuing the date of the said first payment: Provided, however, that if the Company shall have in all material respects faithfully performed the conditions of this agreement which up to that date they have covenanted to observe, the Corporation shall, on the 30th day of June in each year as aforesaid, pay to the order of the Company the said sum of fifteen thousand dollars (\$15,000.00) in cash, without any deductions whatsoever: Provided, however, that in no event shall the Corporation be called upon to make more than twenty annual payments of said bonus: Provided further, that if at any time hereafter the Company shall cease to operate and maintain their said railway or said ferry as a continuous service, except for causes of a temporary nature (to be determined in case of dispute by a reference to arbitration), or if the Company shall by any extension of the said road or change in the system deprive the City of Victoria of the traffic and passenger rates or other facilities for business which would ordinarily obtain if the terminus of the said road were continued at the City of Victoria, then and in either or any of the said events the Corporation may cancel this contract, or may agree to an alteration of the terms thereof, and in the event of cancellation all payments of the said bonus which would otherwise accrue after the date of cancellation shall cease, and all the rights, privileges and franchises granted to the Company by this agreement shall be wholly abrogated.

22. It is also agreed between the parties hereto that in the Act of the Legislative Assembly of the Province of British Columbia incorporating the said Company, provision shall be made for the adoption by the Company of this agreement, and that when the said Company shall be incorporated and when the Directors thereof shall adopt this agreement, the same shall be binding upon the Corporation and upon the Company, its successors and assigns respectively, in the same manner and with the same force and effect in all respects as if the proposed Company were now in existence and actually named as a party to this agreement: And if this agreement shall not be adopted by the Company within the period of six months from the date of incorporation, then the same shall be null and void

23. The Company shall, before entering into a contract for the construction of the said car-ferry, cause public advertisement to be made in the City

of Victoria, and shall provide for the inspection of the plans and specifications and take such other steps as are reasonably necessary to allow the shipbuilders or others of the City of Victoria to make offers to the Company for the construction of the said work, it being intended by this agreement that, other things being equal and all conditions being as favourable to the interests of the Company, the Company shall cause its ferry to be constructed in the City of Victoria, and all other things being equal and all conditions being as favourable to the interest of the Company, the Company shall purchase its supplies for the construction and maintenance of the said road and ferry in the said City of Victoria.

24. The Corporation shall not be liable, in the event of any right or privilege granted or intended to be granted under this agreement infringing upon any right or privilege of the company operating street railways in the City, nor in the event of the Corporation not having power to grant or undertake to grant any of such rights or privileges.

25. The provisions of the Arbitration Act and of any future amendments thereto shall apply to all and any arbitration mentioned in this agreement.

26. No Chinese or Japanese person shall be employed in any of the works or undertakings hereby agreed to be carried out by the Company, or in the operation of such undertaking after construction, and in the event of any such Chinese or Japanese person being employed as aforesaid, the Company shall forfeit and pay to the Corporation, as liquidated and ascertained damages and not as a penalty, the sum of fifty dollars per day for every person so employed, and for every day on which such persons or any of them shall perform any work in the construction or operation of the Company's undertaking.

In witness whereof the Corporation has caused its Corporate Seal to be hereunto affixed, and the Trustee has hereunto set his hand and seal the day and year first above written :

The Corporate Seal of the Corporation of
the City of Victoria was hereunto
affixed in the presence of

Signed and Sealed by the above named
Alexander Scott Innes in the pres-
ence of

And whereas it is expedient and necessary to raise a sum of money for the purpose of providing for the payment of the cash bonus referred to in the said draft agreement, and for that purpose to raise the annual sum of fifteen thousand dollars:

And whereas it will require the sum of fifteen thousand dollars to be raised annually, by rate, for payment of the annual sums mentioned in the said agreement:

And whereas the whole ratable lands and improvements on real property of the said Corporation of the City of Victoria, according to the last revised Assessment Roll for the year 1899, is \$14,003,985 :

And whereas it will require an annual rate of 1.28 mills on the dollar for paying such annual sum:

And whereas this by-law cannot be altered or repealed except with the consent of the Lieutenant-Governor in Council:

And whereas a petition under section 69 of the "Municipal Clauses Act" has been presented to the Municipal Council, signed by the owners of more than one-tenth of the value of the real property in the City of Victoria, as shown by the last revised Assessment Roll, requesting the said Council to introduce a by-law with the hereinbefore recited objects:

Therefore, the Municipal Council of the Corporation of the City of Victoria, enacts as follows:—

1. The terms of the said draft agreement hereinbefore recited shall be and the same are hereby accepted, and the said Alexander Scott Innes and the Company to be formed by him and incorporated, as aforesaid, are hereby authorised and empowered to have, hold and exercise all the rights, franchises and privileges in the said draft agreement mentioned or referred to, upon and subject only to the conditions and restrictions in said draft agreement expressly set forth; and the Corporation of the City of Victoria shall, from time to time during the period in the said draft agreement mentioned, pay to the Company referred to in the said draft agreement the annual sum of fifteen thousand dollars (\$15,000.00) at the times and in the manner provided in the said draft agreement, and subject only to the conditions and restrictions in said draft agreement expressly set forth, and the said draft agreement is hereby incorporated with and shall be read as a part of this by-law in so far as the same contains any grants or covenants on the part of the Corporation, and the acceptance of the benefits thereof by the Trustee or his assigns shall bind said Trustee or his assigns to all the terms and conditions therein expressed to be performed by him or them:

2. For the purpose of providing for the payment of the before-mentioned annual bonus of \$15,000, there is hereby settled, imposed and levied, and there shall be raised and collected an annual equal rate of 1.28 mills on the dollar upon all land and improvements in the said City of Victoria for the year commencing on the 1st day of January following the establishment and completion of the works herein stipulated to be performed by the Company, and during each and every of the nineteen years following and succeeding the same until the annual payments herein provided for shall have been fully paid and satisfied:

3. The said annual sums when collected, as aforesaid, shall, in each year, be set apart and appropriated for the purpose of providing the said annual payments to the Company referred to in the said draft agreement:

4. This by-law shall, before the final passing thereof, receive the assent of the electors of the said Corporation in the manner provided for in the "Municipal Clauses Act" and amendments thereto, and shall take effect on the third day of December, 1900.

This by-law may be cited as "The Victoria Terminal Railway By-Law, 1900."

CHAP. 85. VICTORIA TERMINAL RAILWAY AND FERRY 1 ED. 7
COMPANY.

Passed the Municipal Council the 13th day of November, 1900.

Received the assent of the electors on the 29th day of November, 1900.

Reconsidered, adopted, and finally passed by the Council this 3rd day of December, 1900.

CITY OF VICTORIA, VANCOUVER ISLAND.



CHAS. HAYWARD,
Mayor.

INCORPORATED A.D. 1862.

WELLINGTON J. DOWLER,
C. M. C.

VICTORIA, B. C. :

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1901.