

**RAILWAY  
CONTRACT, 1898.  
CAP. IV., PP. 1-43**

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# VICTORIÆ REGINÆ.

## CAP. VI.

*An Act to provide for the Maintenance and Operation of the Newfoundland Railway, and for other purposes.*

[PASSED 15TH MARCH, 1898.]

### SECTION

- 1.—Short title.
- 2.—Corporation of agreement in Schedule A.
- 3.—Right of entry, &c., for purposes of Railway survey.
- 4.—Assessment of damage under the Act.
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- 6.—Powers of contractor for purposes of operation of Railway.
- 7.—Coal areas.
- 8.—Compensation to Angel & Co.
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### SECTION

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- 3.—Duration of contract.
- 4.—Contractor shall continuously operate railway.
- 5.—Mode of operation from Saint John's to Carbonsar and Placentia; over whole system.
- 6.—"Continuously operate" defined.
- 7.—Special trains.

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## SECTION

- 8.—Contractor shall provide sufficient rolling stock.
- 9.—Time tables.
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- 16.—Grant of land subsidy.
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103.—Contract subject to approval by Legislature

## SECTION

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- 87.—Connection with Whitbourne.
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- 100.—Contractor may not assign or sub-let.
- 101.—Arbitration.
- 102.—Government to enact legislation to carry out this contract.

*5/16/143 - Estate of Richard A. Dale*

**W**HEREAS the Government now owns and operates a Line of Railway from St. John's to Harbor Grace, called the Newfoundland Railway;

*And whereas*,—There are also under construction for the Royal Government: (1) A Branch Line of Railway called the

## Recital.

Clarke's Beach Branch; and (2), An extension of the so-called Newfoundland Railway from Harbor Grace to Carbonear;

*And whereas*,—The Government is the owner of a line of Railway from Whitbourne to Placentia, known as the Placentia Railway, and of a line of Railway from Placentia Junction, on the Placentia Railway, to Port-au-Basque, known as the Newfoundland Northern and Western Railway;

*And whereas*,—There is also under construction for the Government a Branch Line of Railway from the said Northern and Western Railway to Burnt Bay;

*And whereas*,—In the year 1893 a contract was entered into between the Government and Robert G. Reid, of Montreal, in the Dominion of Canada, Railway Contractor, for the maintenance and operation of the said Newfoundland Northern and Western Railway;

*And whereas*,—It is necessary to make provision for the maintenance and operation of the said Newfoundland Railway and the said several branch lines and extensions now under construction or to be constructed;

*And whereas*,—It is desirable to make provision for improved terminal facilities in St. John's;

*And whereas*,—It is desirable that the maintenance and operation of the said several lines, branches and extensions should be combined in one system and under one management and control for an extended period;

*And whereas*,—It is also desirable to make provision for an improved Mail Service by steamers in connection with the said Railway system;

*And whereas*,—It is also desirable that the Government Telegraph Service, now partially maintained and operated by the said Robert G. Reid, should be managed under one system at reduced cost to the Colony;

*And whereas*,—It is desirable to promote the development of certain Coal areas, now reserved for the use of the Colony,



and to provide for the raising of a revenue by the levying of royalties upon minerals raised from lands granted to the said Robert G. Reid;

*And whereas*,—An agreement has been entered into between the Government and the said Robert G. Reid, to embrace and provide for the carrying into effect of the foregoing objects and purposes, subject to the approval and confirmation of the Legislature;

*And whereas*,—It is desirable to confirm and give effect to the said agreement.

Be it enacted by the Governor, the Legislative Council Enacting clause. and the House of Assembly, in Legislative Session convened, as follows:—

1. This Act may be cited as “The Newfoundland Railway Short title. Act, 1898.”

2. The agreement made between His Excellency Sir Corporation of agreement in Schedule A. HERBERT MURRAY, K.C.B., Governor of the Island, on behalf of the Government, of the one part, and ROBERT G. REID, of Montreal, in the Dominion of Canada, Railway Contractor, hereinafter called the Contractor, of the other part, dated the third day of March, A. D. 1898, and forming Schedule A to this Act, and hereinafter called the Contract, is hereby approved and confirmed, and all and singular the several clauses, provisions and conditions thereof are hereby declared to be valid and binding upon the said parties thereto, and each of them, respectively; and all and singular the several acts, matters and things therein provided to be done or performed by or on the part of the parties respectively, are hereby declared to be proper and lawful, and in so far as not by this Act expressly provided for, the parties, and each of them, shall have full power and authority to do and perform, or refuse to do and perform, all and singular the several acts, deeds, matters or things in and by the said Contract provided to be done, or not to be done, as the case may be, in the manner and under the conditions stipulated and provided by the said Contract.

Right of entry,  
&c., for purposes  
of Railway  
survey.

3. For the purpose of selecting and surveying and marking out the route for the new branch or line into the West End of St. John's, provided for by clause 26 of the Contract, it shall be lawful for the Government or Contractor, their engineers, surveyors, workmen and others to enter upon public or private property and to convey over the same all such vehicles, animals, materials and implements, and generally to do all and singular such acts and things as may be necessary for the purpose of such survey and marking out, and upon the same being so marked out and defined, to enter upon and take possession of the same, and to remove or cause to be removed therefrom all buildings or other property; and the land for the said track shall thereupon vest in and become the property of Her Majesty, her heirs and successors, for the purposes of the said Railway and of this Act.

Assessment of  
damage under  
this Act.

4. For the purpose of ascertaining the damage that may be occasioned to any person whose interests in any lands or tenements may be affected under the provisions of this Act, unless the same be agreed upon between the said party and the Governor in Council, which agreement the Governor in Council is hereby authorized to make, the Governor in Council shall appoint two persons and the party interested shall appoint a third, which three persons or any two of them shall determine the amount of compensation, if any, to be paid to such party according to his interest therein. And in case such party shall refuse or neglect to appoint an arbitrator within seven days after notice in writing so to do from the other two arbitrators, such two arbitrators shall name a third arbitrator, and the award of any two of them shall be final and binding; and the said arbitrators shall be sworn before a Justice of the Peace to do justice between the parties, and may summon and require the attendance before them of all parties interested in the property to be appraised by them, the agents of such parties respectively, and also all necessary witnesses, and require the production of all deeds and papers requisite to establish the title or interest of any party claiming compensation in manner hereinbefore mentioned, and may examine upon oath, to be administered by

any one of such arbitrators, all such parties or their agents, and all such witnesses, touching the matter to be enquired into. If the arbitrators shall be of opinion that the proprietors of land taken for the purposes aforesaid may be indemnified at a less expense by having an equal portion of land assigned to them from any land adjoining, and that such adjoining land may be taken without material injury to the proprietor thereof, the said arbitrators shall mark off, and in like manner appraise, so much of the said adjoining land as they may think sufficient to replace the land required as aforesaid, and the same so marked off shall belong to the first-mentioned proprietors and be in lieu of all indemnity; and the appraised value of the same shall be paid to the party from whom such land was so taken, and shall be a full satisfaction and release of the same, and of all right and title thereto: Provided, that if the land so to be given shall not be deemed an equivalent for the land so to be appropriated for the said purposes of the said Railway and buildings as aforesaid, the said proprietor shall be paid such sum as may be, with the land so to be given, a full satisfaction for the land so dedicated.

5. The Governor in Council shall have power to take possession of the waterside property at the west end of Saint John's called and known as the Municipal Basin, and to hold, apply and transfer the same to the Contractor, who shall hold the same for the purposes and subject to the conditions set forth in the contract.

Governor in Council may take Municipal Basin.

6. For the purpose of operating the said Railway according to the provisions of the contract the Contractor shall have, possess and exercise all such powers, franchises and privileges as may from time to time be necessary, whether expressly provided for in the said contract or this Act or not, as fully and amply as if the said provisions were enacted or set forth in an Act of Incorporation or Charter expressly conferring the said powers and privileges upon the Contractor.

Powers of Contractor for purposes of operation of railway.

7. The areas of land near Grand Lake, referred to and defined in clause forty of the contract in which coal has

Coal areas.