



CHAPTER 30.

An Act to amend the “British Columbia Public Works Loan Act, 1897.”

[May 20th, 1898.]

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

1. This Act may be cited as the “British Columbia Public Works Loan Act (1897) Amendment Act, 1898.” Short title.

2. Section 2 of the “British Columbia Public Works Loan Act, 1897,” is hereby repealed and the following is substituted therefor:— Re-enacts s. 2.

“2. The Lieutenant-Governor in Council may (in addition to all other moneys authorised to be raised or borrowed by any other Act of the Province) borrow or raise from time to time, in such amounts, in such manner, and at such times as may be deemed expedient, any sum of money not exceeding five million dollars by the sale of debentures, or by the issue and sale of ‘British Columbia Stock’ under the provisions of the ‘Inscribed Stock Act, 1891,’ or partly in one way and partly in another, or otherwise: Provided, however, that no moneys shall be borrowed under this Act before the first day of July, 1898.” Authorisation of raising of loan.

3. Section 8 of the said Act is hereby repealed and the following is substituted therefor:— Re-enacts s. 8.

“8. There is hereby granted for and in aid of the construction of the following railways, subject to the conditions hereinafter contained, and to be paid out of the moneys raised under this Act, a sum not exceeding four thousand dollars for each mile of railway, viz:— Railway subsidies.

“(a.) For a standard gauge railway from Penticton to the Boundary Creek District, approximately one hundred miles in length: Penticton to Boundary.

- Robson to Boundary. “(b.) For a standard gauge railway from Robson to the Boundary Creek District, to connect with the railway mentioned in sub-section (a) hereof, approximately eighty miles :
- English Bluff to Penticton. “(c.) For a standard gauge railway from the coast, in the neighbourhood of English Bluff, near Point Roberts, via Chilliwack to Penticton, approximately two hundred and thirty miles :
- Bute Inlet to Quesnelle. “(d.) For a standard gauge railway from Bute Inlet to Quesnelle, approximately two hundred and thirty miles :
- Teslin Lake to Coast via Stikine. “(e.) For not more than four hundred miles of a narrow gauge railway from Teslin Lake to a seaport in British Columbia, divided by the Stikine River into the northern and southern sections.”

Re-enacts s. 9. **4.** Section 9 of the said Act is hereby repealed and the following is substituted therefor:—

Empowers Lieut.-Governor to enter into agreements. “9. The Lieutenant-Governor in Council may enter into all agreements with any person or company undertaking the construction of any railway to which a subsidy is hereby attached, which may be necessary or convenient for the due construction and operation of such railway, which agreements shall, in every instance, in addition to other matters therein provided for, contain the following provisions, viz:—

- Compulsory terms. “(1.) That unless work is commenced on the railway mentioned in sub-sections (a) and (b) of section 8 hereof within fifteen months from the 8th day of May, 1897, and on those mentioned in sub-sections (c) and (d) of said section 8 within two years from the 8th day of May, 1897, and on each section of the railway mentioned in sub-section (e) of said section 8 by the 1st day of June, 1898, and is duly and diligently prosecuted to the satisfaction of the Lieutenant-Governor in Council, all right and claim to the aforesaid subsidy granted by this Act shall be cancelled and forfeited:
- “(2.) That construction on the railway mentioned in sub-section (a) of said section 8 be begun and carried on from Penticton :
- “(3.) That the aforesaid subsidy shall not be payable until the section of railway for which the subsidy is granted is completed and in running order, to the satisfaction of the Lieutenant-Governor in Council, nor until security or guarantees, satisfactory to the Lieutenant-Governor in Council, is or are given for the continuous maintenance and operation of the railway: and no subsidy shall be payable or paid until after such completion and the giving of such security or guarantees:
- “(4.) As to the railway mentioned in sub-section (e) of section 8, said agreement shall not be less favourable to the Province than terms set forth in letter in Schedule A.

5. Section 10 of the said Act is hereby amended by adding thereto Amends s. 10.
the following sub-sections:—

“(c.) In the case of the line from Robson to the Boundary Creek Terms on which Robson-Boundary and Stickine-Teslin Railways obtain subsidies.
District being built by a company entitled to a land grant for the construction of such line, the subsidy herein authorised shall only be paid to such company on its giving up its claim to the land grant for such portions of its line :

“(d.) In the case of the line from Teslin Lake to the Stickine River being built by a company entitled to a land grant for the construction of such line, the subsidy herein authorised shall only be paid to such company on its giving up its claim to the land grant for such portion of its line.”

6. The title to said Act is hereby amended by striking out the Amends title.
words “two million five hundred thousand” and substituting therefor the words “five millions.”

7. No Chinese or Japanese person shall be employed or permitted to Chinese and Japanese.
work in the construction or operation of any undertaking hereby subsidised, under a penalty of five dollars per day for each and every Chinese or Japanese employed in contravention of this section, to be recovered on complaint of any person under the provisions of the “Summary Convictions Act.”

8. Notwithstanding the provisions of section 4 of the “Railway Assessment of property of Stickine-Teslin line.
Assessment Act,” the land occupied and claimed as the right of way for the railroad mentioned in sub-section (e) of section 8, hereinbefore enacted, and other lands occupied for station or engine houses, or other buildings connected with the actual operation of the railway, together with the personal property held in connection with such operation, including the rolling stock, shall be assessed as a whole, and at the sum of two thousand dollars per mile of track, including sidings, of the railway situate within the Province and without the limits of any incorporated municipality.

SCHEDULE A.

Schedule A.

VICTORIA, B. C., April 30th, 1898.

The Hon. J. H. Turner, Premier.

DEAR SIR,—Referring to my communication to you of the 18th inst. *re* Teslin Railway. My understanding of the matter is that on April 20th the terms therein set out were discussed and amended to further meet the Government's demands, and that the proposition verbally accepted by the Government now stands as follows :—

The railway to be a through narrow gauge line from Teslin Lake to an ocean port in British Columbia.

The port to be selected jointly by the Provincial and Dominion Governments.

The railway to be divided into two sections.

The northern section from the Stickine River to Teslin Lake.

The southern section from the Stickine to the ocean port.

Work to be commenced simultaneously on both sections at the Stickine before June 1st, next.

Northern section to be finished by August 31st, 1899.

Southern section to be finished within two and half years after selection of ocean port.

Government to grant cash subsidy of \$4,000 per mile for both sections.

Payable upon completion of each section.

The railway to be assessed at \$2,000 per mile when completed.

The Government to receive 4 % of the gross receipts of the railway.

The Railway Company to have the option of repaying at any time the total subsidy.

We to immediately construct, for the purposes of the railway, a waggon road over the northern section along the located line of railway.

The waggon road to be free to the public for transportation purposes during the construction of the railway.

We to take over and assume all expenditure in respect of any such waggon road under construction by the Government at date of contract with us.

Security for the due performance of the whole work to be given to the satisfaction of the Lieutenant-Governor in Council in the sum of \$75,000 for each section forthwith upon the execution of the contract.

With reference to the modifications of the above terms suggested verbally by the Government to-day, I may say that I am willing to accede to the following:—

1st. The subsidy to be \$4,000 per mile from Teslin Lake to an ocean port in British Columbia, to be nominated by the Lieutenant-Governor in Council and the Governor-General in Council, such subsidy not to exceed the aggregate sum of \$1,600,000.

2nd. The Lieutenant-Governor in Council to have supervision of the construction of the waggon road, also of the railway rates, which two matters shall be mutually adjusted and agreed upon before the execution of the contract.

I beg to say that my firm are prepared forthwith, upon the granting to them of the said subsidy, to execute a contract upon the above terms, so modified, with provision therein for the full and satisfactory equipment and operation of the railway.

I beg to remain,

Yours faithfully,

LEWIS LUKES,

For Mackenzie, Mann & Co.

VICTORIA, B. C. :

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