

AGREEMENT FOR USE OF REVERSING FALLS BRIDGE

Following is the full text of the bill now before the House to confirm an agreement between the Minister of Public Works and the New Brunswick Power Company:

An agreement dated the twenty-seventh day of March, 1919, and made between His Majesty the King, represented by the Honourable the Minister of Public Works of the Province of New Brunswick, of the first part, and the New Brunswick Power Company, a company duly incorporated under the laws of the Province of New Brunswick, of the second part, as set forth in the schedule to this Act, is hereby ratified, confirmed and made valid, legal and binding, and the power and authority of the said Minister of Public Works to enter into the said agreement is hereby confirmed.

SCHEDULE

This Agreement, made this twenty-seventh day of March, in the year of our Lord one thousand nine hundred and nineteen, between His Majesty the King, represented by the Honourable the Minister of Public Works of the Province of New Brunswick, of the first part, and the New Brunswick Power Company, a company duly incorporated under the laws of the Province of New Brunswick, of the second part.

Whereas, His Majesty has erected a steel arch bridge across the Saint John River near the place recently occupied by the old Suspension Bridge at Saint John;

And Whereas, it was considered desirable in the public interest that facilities be given to the St. John Railway Company to cross the said bridge with two suitable tracks for its street car service;

And Whereas, before the completion of the said bridge, an agreement bearing date the twenty-fourth day of December, in the year of our Lord one thousand nine hundred and twelve, was made and executed by and between His Majesty the King, represented by the Honourable the Chief Commissioner of Public Works of the Province of New Brunswick, of the first part, and the said St. John Railway Company, of the second part, which said agreement contains the following clause: "Now, 'therefore, this Agreement witnesseth that His Majesty hereby 'agrees to furnish and maintain during the term of this agreement, space on said bridge suitably equipped for laying tracks 'thereon, for two tracks to be operated by said Company, and 'the Company agrees to pay for the said privilege so furnished 'and as rental for the said tracks on said bridge, the sums following, namely, for the first five years after said bridge is 'constructed and ready for the use of the said Company, the 'sum of \$3,000 per year; for the second period of ten years 'after the expiration of said period of five years the sum of '\$4,000 a year and thereafter so long as the said Company shall 'use the said bridge the sum of \$5,000 a year."

And Whereas the said bridge was completed and ready for the use of the said St. John Railway Company on the first day of January in the year of our Lord one thousand nine hundred and sixteen, and His Majesty the King did on said last mentioned date furnish and hereby agrees to maintain during the term of this agreement space on said bridge suitably equipped for laying two tracks thereon;

And Whereas the said St. John Railway Company, on and after said last mentioned date, proceeded to and did lay two tracks on and across said bridge, and has paid certain amounts as rental for the said tracks on said bridge under and by virtue of the said agreement above referred to;

And Whereas the St. John Railway Company did sell, assign, transfer and convey all its property, rights, powers, privileges and franchises to the New Brunswick Power Company;

And Whereas, such sale was ratified and confirmed by an Act intituled "An Act to confirm the sale of the Saint John Railway Company to the New Brunswick Power Company," being Chapter 81 of the Acts 8 George V., (1917);

Now Therefore This Agreement Witnesseth that the said the New Brunswick Power Company hereby agrees to pay to His Majesty the King, represented by the Honourable the Minister of Public Works, as rental for the said tracks on the said bridge, the sums following, namely: For the first period of five years from and after the said first day of January, in the year of our Lord one thousand nine hundred and sixteen, the sum of \$3,000 per year; for the second period of ten years after the expiration of said period of five years, the sum of \$4,000 per year, and thereafter, so long as the said the New Brunswick Power Company shall use the said bridge, the sum of five thousand dollars (\$5,000) per year; said rental to become due and

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SHIPPEGAN ROAD CHARGES DISCUSSED

(Continued from page three.)

take it in preference to the evidence of a witness of the type which he had named. His conduct required no defence. His report showed that he had condemned the irregularities connected with the name of Alphonse Robichaud and also with McNally's horse, but the hon. gentleman opposite had not been fair enough to refer to that. There was an allegation that boys' names had been placed upon the pay sheets and that McNally had sent in pay sheets containing the names of men who had done no work. The hon. gentleman knew that letters accompanying those sheets which showed that the names on the sheets represented the owners of horses and not drivers.

MR. SMITH Why was a little boy's name put on the pay sheet when his father drove the horse?

HON. MR. VENIOT replied that Alphonse Robichaud had two horses, one of which had been driven by a hired man and he had asked that the account be made out in his son's name because he did not trust the driver to cash the cheque and bring the proper amount to him.

MR. SMITH asked for an explanation concerning the names of other boys.

HON. MR. VENIOT answered that there were only two cases in the entire transaction. The other was under the second Supervisor, Mr. Hebert. The father worked on the road and his son's name was put on at his request. It was proven that the man worked for fifty cents per day, not on permanent work, but on ordinary work and Statute labor. The hon. gentleman opposite did not tell that but attempted to hide it. The father went away and asked before he went that as a matter of convenience the

account be placed in his son's name. That man, by sworn evidence, gave full value for his work. He (Veniote) knew there had been irregularities, but he had condemned them and he could say that not one dollar had been lost to the province by those irregularities.

The Hon. gentleman by his resolution asked for censure to be placed upon J. G. Robichaud because it was alleged work had been done on his property at government expense. The Hon. gentleman knew that was not true. There was the evidence of the District Road Engineer and of the supervisor and instructions from the Minister that no soft material from one ditch should be allowed to go upon the roads. The supervisor had to arrange for a dumping ground for such soft material. He had two courses. He could dump on the shore below the Catholic Church, a distance of 700 yards from the work, or he could go through Mr. Robichaud's field and get gravel and make use of the land as a dumping ground on the way. The Hon. gentleman knew that the evidence was to that effect. The evidence was that material for 300 yards of road was taken off the property of Mr. Robichaud for which he had charged not one cent. He would not touch upon the matter of the cheque with which Mr. Robichaud's name had been connected. He would leave him to defend himself, and if he could not he would be very much surprised. Why should he refer to this matter? The Hon. gentleman opposite had not referred to it in his statement. It had come up in the evidence and was an insignificant fact. Men who worked upon the roads owed Mr. Robichaud considerable sums and had arranged that Mr. Robichaud cash their cheques, making deductions from them and giving the men the balance. There was no harm in such action nor Mr. Robichaud's doing business with men who worked on the highways. The Hon. Minister quoted from the evidence in support of the statement.

MR. SMITH There is not one word there about crushed stone being obtained in Mr. Robichaud's property, as

be paid on the first day of January in each year during the continuance of this agreement; any amounts paid by the St. John Railway Company to be credited on the rental due or accruing due under this agreement during the said first period of five years.

Provided, however, that at and after the expiration of the period of twenty years from the said first day of January, in the year of our Lord one thousand nine hundred and sixteen, should either party hereto be dissatisfied with the amount of rental paid as aforesaid, namely, \$5,000 per year, then the said rental shall be fixed by arbitrators to be appointed as follows, namely, one by His Majesty the King, represented as aforesaid, one by the said the New Brunswick Power Company, which two so chosen shall choose a third, or, in case of their failure to agree within thirty days, such third arbitrator shall be appointed by the Chief Justice of the Supreme Court of the Province of New Brunswick; the award of any two to be final, and thereafter the said the New Brunswick Power Company shall pay to His Majesty the King, and His Majesty the King shall receive, for the use of said bridge, the amount as rent awarded by the said arbitrators.

It is further agreed that in the event of the destruction of or damage to the said bridge, whereby the said the New Brunswick Power Company is unable to use the same or to operate its line of railway across said bridge, as herein provided, no action or actions or right of action shall accrue to or be maintained by the said the New Brunswick Power Company in respect thereto, and the rent hereby reserved shall abate pro rata during the period when such use is interrupted as aforesaid.

And it is hereby agreed by and between the said parties hereto that from and after the date of the execution of this agreement by the said parties hereto the said agreement of the twenty-fourth day of December, in the year of our Lord one thousand nine hundred and twelve, shall cease and determine and become of no further force or effect.

In witness whereof His Majesty the King, represented as aforesaid, has caused these presents to be signed and sealed by the said the Honourable the Minister of Public Works, and the said the New Brunswick Power Company has hereunto affixed its common corporate seal and caused the same to be attested by its proper officers in that behalf the day and year first hereinbefore written.

(Signed) P. J. VENIOT,
Minister of Public Works of the Province
of New Brunswick.

The seal of the Province of New Brunswick
was affixed hereto in the presence of,
(Signed) P. HUGHES

New Brunswick Power Company,
(Signed) L. R. ROSS,
President.
(Signed) H. M. Hopper,
Secretary.

The corporate seal of the New Brunswick
Power Company was affixed hereto in the
presence of,
(Signed) M. E. McAFEE.

you have said.

HON. MR. VENIOT replied that the Hon. member was playing on words. He was at his favorite game of getting into a hole and slipping out. In this matter he had got himself into a hole and there wasn't grease enough to let him slip out. The Hon. gentleman had traveled over that road himself, and he knew that the stone was in it. In fact he had complimented him (Veniote) on the nature of the work which had been done.

MR. SMITH You did not object to that.

HON. MR. VENIOT No, but I was surprised.

The hon. member had an axe to grind as he had advocated the patrol system before it was accepted by the Government and was glad to see that it was working out successfully. He had complimented him (Veniote) on the quality of the work and appeared glad that the expenditure was being made. The Hon. member would have him condemn John G. Robichaud because a Government truck had been used on a Sunday to assist a man when he had trouble with his auto. He wished to say that regardless of any

criticism which hon. members opposite might make, he was willing that Government trucks should be used to assist an autoist to get out of trouble. As Minister of Public Works he had made the report fully conscious of the responsibility that rested upon his shoulders. He knew every man who had gone on the stand and he could say that every one of them knew that he would be severe with them. The Hon. member would admit that when an attempt was made by some angry witnesses to create excitement at the enquiry, he had promptly suppressed it by threatening to clear the room.

With reference to Supervisor McNally he had been a resident of the Parish for forty years and was known to be thoroughly honest and upright. He thought the hon. member should be ashamed of his attempt to cast a slur on P. J. McNally, on evidence furnished him by a man who at one time had been a member of the House and had been shown by a Royal Commission to have been involved in the padding of pay lists. As for Jeremiah Hebert he had never been known to wrong a man in his life and no doubt—
(Continued on page five)



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Canadian National Railways

OPERATING ONE HOUR EARLIER

Important Daylight Saving Change of Time at Two a.m.
Sunday, March 30th, 1919.

All clocks and watches used in operation of Canadian National Railways will at 2 a.m. Sunday, March 30th, be advanced one hour. To prevent serious confusion and inconvenience to the public the attention of all concerned is directed to the following conditions resulting from the important change of time.

If cities, towns, villages and other municipal bodies do not change their local time to correspond with the new railway time, all concerned should keep in mind that while trains continue to leave railway stations on present schedule, such schedule will be operated one hour ahead of present local time.

Therefore, any municipality where local time is not changed to correspond with the new railway time, passengers must reach railway stations one hour earlier than shown in current folders and public time posters.

Where municipal time is changed to correspond with the new railway time, passengers will not experience difficulty growing out of the change.

Mount Allison Memorial Library Campaign April 15

A Library will be erected at Mount Allison—

(1) In memory of the Mount Allison men and women who gave their lives in the war. Their names will be engraved on tablets on the walls.

(2) To commemorate the war service of all Mount Allison men and women. Their names and war records will be suitably recorded.

(3) To preserve the memory of all Methodists in the three Eastern Conferences (comprising Nova Scotia, New Brunswick, P. E. Island, Newfoundland and Bermuda) who gave their lives in the war. Their names will be suitably inscribed in a special room.

(4) To constitute a permanent memorial of the part which Eastern Methodism has played in the war. The names and rank of all Methodists who were in service will be preserved for future generations.

(5) The objective is \$150,000.

All friends of Mount Allison and of the Methodist Church in Eastern Canada, Bermuda and Newfoundland should give their best assistance to make this a worthy memorial.