

# Fort Erie's Conditions

By which the International  
Ferry Co. may

GET FRANCHISE THEY WANT

The following is a copy of conditions submitted by the Fort Erie Council to the Ferry Co.'s proposition, as published in this paper last week.

Fort Erie, March 21st, 1902.

Mr. T. C. Frenyear, president of International Rapid Transit Co., Buffalo, N. Y.:—We, the undersigned, being the Reeve and Council of the Municipality of the Village of Fort Erie, jointly and severally, personally and officially, hereby reply to your communication of March 26th, 1902, and the enclosures accompanying the same addressed to each of us individually.

Before we can entertain any application for any further franchise your companies may desire, they must be willing and ready to agree to the following.

1. A new ferry boat must be placed upon the ferry service, with double engines, and of such power and size as we may be advised is satisfactory and with modern conveniences, search-light and lighted by electricity, and be placed upon such ferry service in the near future, and at such time as may be mutually agreed upon.

2. The ferry service must be from six o'clock in the morning until twelve o'clock midnight all the year round, and running at such intervals as shall be satisfactory to the council, and upon such other terms and conditions as may be mutually agreed upon. Such conditions must form a part of amended regulations governing the ferry, and under order of the Privy Council of Canada.

When your companies are willing and ready to agree with Nos. 1 and 2, the following must also form a part of any agreement and franchise for the privilege of constructing and operating any electric road within this village.

3. The present franchise of the Fort Erie Ferry Railway Company within the village limits must become null and void immediately the line is operated by electricity and the Electric Railway Act of Ontario must govern such franchise exclusive and be subject also to such other terms and conditions as may be mutually agreed upon.

4. Any franchise that may be granted for the construction and operation of an electric road must be subservient to, and conditioned upon, and part of the consideration for the improved ferry service mentioned in paragraph No. 2, and if at any time said ferry service is not given, said franchise must become null and void, and all constructions, tracks, poles, wires, etc., must be removed by the companies at their own expense, after three months notice, and upon failure so to do the same may be removed by the Village Council, and the cost of such removal to be paid by your companies jointly and severally within 30 days after the presentation of a statement of the cost of such removal, and upon failure of the companies to pay the same, said Village Council may sue for and recover the amount by due process of law anything contained in any agreement to the contrary notwithstanding, or in the alternation, said railway appliances to become the property of the village with power to remove and sell the same, handing over the proceeds to your company less the cost of removal and sale. Any agreement must be executed so as to enable all to be registered in the registry office in the County of Welland.

5. The International Rapid Transit Co., International Ferry Co., and Fort Erie Ferry Railway Co., must be parties to any agreement with the council, jointly and severally, and so agree to perform the terms and conditions that may be agreed upon in connection with any franchise and ferry service or in such manner as counsel may advise. Your companies must agree to pay all legal and other expenses incurred by us on behalf of the Village in connection with the granting of any franchise and agreement.

6. Any franchise that may be granted for a line to the race track or other points must be operated by electricity, and be operated at least from May 1st to November 30th, and all the year round when requested by the council so to run, and said line must be constructed, maintained and operated under the Electric Railway Act of Ontario, and upon such other terms and conditions as may be mutually agreed upon and counsel may advise.

7. In the event of the Co. being granted permission for an electric road from the ferry dock northerly to limits of the village, parallel to the Niagara River towards Bridgeburg. The council will ratify and confirm the Co.'s agreement with the Niagara Falls Park Commissioners and the portion of the electric road referred to in this paragraph, must be constructed, maintained and operated according to the terms and conditions of said agreement.

8. The Power House and repair shops must be located in the Village of Fort Erie, and the lines within

said village must be operated by electricity generated in the village.

9. Along every street (and at the intersection of every cross-street) upon which any electric railroad shall run, and the entire length of line along the river and lake shore, from north to south limits of village must be lighted by electric lights at stated distances.

10. The companies must agree not to transfer franchise without consent of Village Council within a certain period to be agreed upon, and if upon the request of your companies, the council agree to a transfer or sale before said time expires ten per cent. of the purchase price of such sale shall be payable to the village upon the value of all the property of the company within the village so sold and transferred. In the event of such sale being made for a nominal consideration and below the fair value the original cost shall be taken as a basis of value upon which the said ten per cent. shall be paid to village, or the value at the time of such sale or transfer can be fixed by arbitration in the usual manner, counsel to advise method of collection of the ten per cent. in case of default in payment of the same.

11. The companies must agree to commence any electric road for which a franchise is granted within a reasonable time to be agreed upon and place itself under bonds for specific performance.

12. The companies must agree to keep the ferry dock at its present location and construct a new dock satisfactory to the council.

13. If the council consider it expedient, the question of granting your companies a franchise for an electric railroad to the race track or elsewhere upon the terms herein set forth may be submitted to a vote of the people of Fort Erie, provided your companies agree to pay the cost of such election.



When your companies are willing and ready to agree to the above terms, we shall be happy to commence negotiations for a settlement of all matters in controversy, until then we desire most emphatically to state that it is useless to apply to us for any further franchise.

We shall be pleased at any time to explain anything in this letter which you may consider ambiguous.

We desire to inform you that if you cannot put in a new boat in place of the present twenty-year old and inadequate one, and give us ferry service which the needs of this village and adjacent territory and the public now require, you will compel us to make formal application for the same to the authorities at Ottawa.

We think that a larger and more powerful boat and a better ferry service is now necessary and would benefit both your companies and ourselves, and the ferry service has no connection with any franchise you may wish to obtain for an electric railway. The ferry was in operation and on a paying basis long before your companies controlled it, and long before electric railways were thought of.

We think we are asking nothing unreasonable in regard to improvements in the ferry service, and if we are compelled to go to Ottawa we shall endeavor to go fully prepared upon all points and probably will have more than one party ready to take the ferry and give us the improvements and the service we require if you cannot.

Yours truly,

EDWARD HAWKINS, Reeve.

EMERSON D. PLATO, Councilman.

H. M. GEAR, Councilman.

JOSEPH REARDON, Councilman.

A. ROSS, Councilman.