

AN ACT AUTHORIZING THE GOVERNOR-GENERAL TO EXECUTE A CONCESSIONARY GRANT OR CONTRACT FOR A RAILWAY LINE TO BAGUIO, PROVINCE OF BENGUET, AND FOR OTHER PURPOSES.

Act No. 1735, October 02, 1907

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By authority of the United States, be it enacted by the Philippine Commission, that:

SECTION 1. Authority is hereby granted and given for the location, construction, equipment, maintenance, and operation of a railway from Manila, or from any point on an already existing or authorized railway, to Baguio, in the Province of Benguet; and the Governor-General is hereby authorized, on behalf of the Government of the Philippine Islands, to determine the grantee of this concession in the manner provided in this Act, and with such grantee to execute a concessionary grant or contract in the following form:

"This instrument made, executed, and entered into this..... day of....., anno Domini..... by and between the Government of the Philippine Islands, by the Governor-General of the Philippine Islands, of the one part, and, of the other part: Witnesseth that:

"Whereas, under and by virtue of section seventy-four (74) of the Act of the Congress of the United States approved July first, nineteen hundred and two, the Government of the Philippine Islands was authorized and empowered, among other things, to grant franchises, privileges, and concessions for the construction and operation of works of public utility and service, as by reference thereto will more fully appear:

"Whereas, under and by virtue of sections four (4) and five (5) of the Act of the Congress of the United States approved February sixth, nineteen hundred and five, the Government of the Philippine Islands was empowered, among other things, to enter into a contract of guaranty with any railroad company organized pursuant to the laws of said Government, or of the United States or any State thereof, undertaking to construct, equip, operate, and maintain any railroad in said Islands which should be specifically authorized by said Government, under terms, conditions, and restrictions therein fully recited, as by reference thereto will appear.

"In consideration thereof, it is conceded and granted by the Government of the Philippine Islands (hereinafter referred to as the Government), of the one part, and contracted and agreed by the party of the second part (hereinafter referred to as the grantee), for itself, and for its successors and assigns, of the other part, as follows:

"The grantee, and its successors and assigns, are hereby granted by the Government a concession in perpetuity for a line of railway in the Philippine Islands, generally and approximately as follows and subject to such variations as may be approved by the Governor-General and ratified by the Secretary of War, as hereinafter provided :

"(The Governor-General shall here fill in the route to be determined upon, on the authority hereinbefore given.)

"1. It is understood that the route of the line above mentioned is intended to be approximate only, and the grantee shall furnish the Governor-General with detailed plans showing the exact route, after the survey has been completed.

"The grantee may, with the consent of the Governor-General in writing, rate tied by the Secretary of War, construct any branch lines, in its judgment desirable, for the purpose of reaching traffic points within a reasonable distance from the main line of said railway above described.

"Surveys on and along the proposed line shall be commenced by the grantee within sixty days after written demand therefor shall be made to the grantee by the Governor-General; detailed reports of the definite plans, surveys, and specifications, accompanied by complete maps and profiles of the character and land in respect of such construction and equipment directed by the Governor-General, shall, in writing, be submitted to the Governor-General within twelve months after said demand, or at such later time as may be permitted by the Governor-General or the Secretary of War; and within two months after the submission thereof to the Governor-General the latter shall (ix and determine the final route, substantially in accordance with the route as above generally described.

"2 Under and by virtue hereof the right of way through the public lands of the Government of the Philippine Islands is hereby given and granted to the grantee for the construction, operation, and maintenance of the railroad as herein authorized to the extent of one hundred (100) feet in width where it may pass through the public domain, including all necessary ground for depots, machine shops, station buildings, workshops, water stations, warehouses, terminals—including wharves and dock fronts, switches, side tracks, and turntables—and also such extra lands beyond such one hundred (100) feet as may be found necessary for said purposes: Provided, That the same be approved by the Governor-General as a part of the definite plans hereinbefore provided for; and the right, power, and authority shall thereunder be given to said grantee, with the written approval of the Governor-General, to open and work quarries and gravel pits upon any public lands and to take from such lands earth, stone, timber, and other materials, for the construction of such railway; but the provisions of this paragraph shall only apply to public lands available for homestead settlement or for sale under the Public Land Act, or to timber lands of the Government of the Philippine Islands, and shall not apply to lands used and assigned for other public purposes, or to the lands known as the friar lands.

"The grantee shall have the right, with the approval of the Governor-General, to cross or occupy such parts of public roads, alleys, Municipal and provincial lands, as may be necessary, on terms to be agreed upon by the grantee and the proper provincial or municipal authorities, as the case may be, and in case of failure to agree upon the terms thereof, such terms shall be fixed by the Governor-General, and to acquire title to such other municipal or friar lands.

"Lands or rights of use and occupation of lands granted under the foregoing provisions of this paragraph shall revert to the governments by which they were respectively granted, upon the termination of this franchise or concession, or upon its revocation or repeal.

"The grantee shall also have the right to acquire from corporations, or private individuals, by purchase, contract, lease, grant, or donation, any lands which may be necessary or useful for the construction, maintenance, and operation of the said line of railway.

"The grantee shall also have the right to acquire by condemnation the lands necessary for the right of way, for bridges, for terminals, including wharves and docks at harbor points and elsewhere, for sidings, stations, engine houses, water stations, and other appropriate buildings and structures for the proper and convenient construction, operation, and maintenance of the lines of railway herein authorized; but no lands within the boundaries of any province, city, town, or municipality shall be occupied by the grantee if the same are in actual use for provincial, governmental, or municipal purposes, nor shall any land within the boundaries of any city, town, or municipality be so occupied without the consent of the proper authorities of such city, town, or municipality, unless the Governor-General shall consent to the same. The right of condemnation or eminent domain shall be exercised by the grantee in accordance with the laws of the Philippine Islands at the time being in force.

"The grantee shall have the right to construct and maintain for the operation of said railway any and all tracks

(single, double, or more), bridges, viaducts, culverts, fences, and other structures; and all depots, station houses, engine houses, car houses, freight houses, wood houses, and other buildings; and all machine shops and other shops, water tanks, turntables, superstructures, erections, and fixtures and all elevators, warehouses, wharves, piers, and other facilities terminal or otherwise—for operating said railroad, and also any hotels or restaurants at any station or terminal.

"3. By the acceptance hereof the grantee stipulates and agrees to construct said railway herein described in accordance with the terms and conditions herein imposed, and in perpetuity properly to maintain and operate it as a commercial railway and a common carrier in a milliner suitable to the local conditions.

"4. All tracks of said line of railway shall be of the gauge of three feet six inches. All materials employed in construction and all equipment shall be of good class and quality and designed to fully meet the requirements of local traffic and local conditions. This specification as to gauge may be modified with the approval of the Governor-General. And the said grantee hereby agrees to construct ready for operation this railway to Baguio within the period of three years after the approval of the final plans for the same. Such time time instruction and equipment may be extended by the Governor-General when, in his judgment, the grantee has been prevented from construction work by reason of unforeseen labor difficulties, earthquakes, action of the elements, rebellion, ladronism, or other causes beyond the control of the grantee.

"The said railway shall be operated as a commercial railway for the transportation of freight, passengers, express, and mail, and, mi demand of the Governor-General, preference of carriage shall be given over said line of railway, or any part thereof, to business offered by the Government of the United States or of the Philippine islands.

"5. The motive power of said railway shall be steam or electricity or other motive power approved by the Governor-General.

"6. The grantee, in respect of said railway, shall permit (and the right is reserved the Government of the Philippine Islands to grant permission to) any other railway now constructed or hereafter to be constructed in the Philippine Islands to form and establish traffic connections or arrangements with it on fair and equitable terms, to be determined, in ease of disagreement, by the Governor-General of the Philippine Islands, upon petition by either party, and upon appeal, by the Secretary of War.

"7. The grantee and its contractors and subcontractors shall, so tar as possible, give preference to such satisfactory laborers as may lie found along the line of railway.

"8. The grantee shall have the right to construct and operate telegraph, telephone, and electrical transmission lines over said railway, for the use of the railway and its business, and also, with the approval of the Secretary of War, for public service and commercial purposes, but these latter privileges shall be subject to the lolloping provisions:

"In the construction of telegraph or telephone lines along the right of way the grantee shall erect and maintain poles with sufficient pace thereon to permit the Government of the Philippine Islands, at the expense of said Government, to place, operate, and maintain four wires for telegraph, telephone, and electrical transmission for any Government purpose between the termini of the line of railway, main or branch, and the Government of the Philippine Islands reserves to itself the right to construct, maintain, and operate telegraph, telephone, or electrical transmission lines over way of said railway for commercial, military, or govern-poses. without unreasonably interfering with the construction, maintenance, and operation by the grantee of its railway, telegraph, telephone, and electrical transmission lines.

"The grantee shall furnish suitable telegraph offices and operators at its stations for public use, when so directed by the Governor-General, on payment of reasonable compensation for the service.

"9. All plans for work to be done hereunder and the work itself ' snail be subject to the inspection of the

Governor-General or agents appointed by him, and the books and accounts of all the railways operated, leased, owned, or maintained by the grantee, or its successors or assigns hereunder, shall be subject to the official inspection of the Government of the Philippine Islands.

"10. All material imported into the Philippine Islands for the construction and equipment of the railway undertaken by the grantee pursuant to authority conferred by this concessionary grant or contract shall be admitted free of duty, under such rules and regulations as shall be prescribed by the Government of the Philippine Islands: Provided, That this provision shall not extend or apply to any portion of such line, or to any material or supplies therefor, after same shall have been constructed and equipped: Provided further, That if any material so admitted free of duty shall not in fact be used for the construction and equipment of such rail-way, the duty shall become payable thereon whenever it is ascertained that it has been used or disposed of or is held for other purposes.

"11. The right is hereby given to the grantee to , charge, and and passengers collect just and reasonable compensation for the carriage of freight and passengers; such right, however, for the purpose of insuring just and reasonable rates at all times, shall be subject to effective regulation, to be exercised, in the first instance, by the Government of the Philippine Islands, and upon appeal, by the Secretary of War of the United States.

"12. In consideration of the premises, and of the granting of this concession or franchise, there shall be paid by the grantee to the Government of the Philippine Islands, annually, for the period of thirty (30) years from the date hereof, an amount equal to one-half of one (1/2) per centum of the gross earnings of the grantee in respect of the line covered hereby for the preceding year; after said period of thirty (30) years, and for fifty (50) years thereafter, the amount so to be paid annually shall be an amount equal to one and one-half (1/2) per centum of such gross earnings for the preceding year; and after such period of eighty (80) years the percentage and amount so to be paid annually by the grantee shall be fixed by the Government of the Philippine Islands.

"Such annual payments, when promptly and fully made by the grantee, shall be in lieu of all taxes of every name and nature— municipal, provincial, or central—upon its capital stock, franchise, right of way, earnings, and all other property owned or operated by the grantee under this concession or franchise.

"13. The said railway line shall be a post route and military road, subject to the use of the Government of the Philippine Islands and the United States of America for postal, military, naval, and other governmental service, and also subject to such reasonable regulations as the Government of the Philippine Islands, with the approval of the Secretary of War, shall impose restricting the charges for such Government transportation.

"The grantee undertakes to provide on its trains necessary facilities for carrying the mails, under terms and conditions to be agreed upon by the Director of Posts and the grantee; and, in case they shall not be able to agree, the Governor-General shall fix the terms and conditions, after a hearing shall have been given the grantee thereon; but the compensation for such carriage of mails shall, under all circumstances, be a reasonable sum fixed with reference to the conditions existing in the Philippine Islands "Reasonable compensation shall be allowed for the urgent transportation of mail, troops, bullion, ammunition, or freight, for the Government, at other hours or at higher speed than passenger trains are ordinarily run. The grantee shall provide, at any hour of the day or night, such facilities for such purposes as may be necessary.

"14. The grantee shall at all times have and maintain, by corporate declaration, satisfactory to the Governor-General, an office and domicile in the Philippine Islands and a representative and outfit at all times fully qualified and empowered to treat with the Government of the Philippine Islands in respect of all matters arising hereunder. and upon whom process may be served in any judicial proceeding for any object or purpose, whether arising hereunder or otherwise, and upon whom also any and all notices, demands, tenders, deliveries, and communications may be given or made to, for, or in behalf of the grantee hereunder, and its and their successors and assigns; and all process so served, and all notices, demands, tenders, deliveries, and communications so made, shall be legal, sufficient, and binding upon the grantee, and upon its and their successors and assigns, as if made to it or them in person.

"15. This franchise or concession is subject to amendment, alteration, or repeal by the Congress of the United States; no stock or bonds shall be issued by the grantee hereunder except in exchange for actual cash, or for property at a fair valuation, equal to the par value of the stock or bonds so issued; the grantee shall not declare said or bond dividends.

"The foregoing and all other terms and provisions of section seventy-four (74) of the Act of Congress approved July first, nineteen hundred and two and section five (5) of the Act of Congress approved February sixth, nineteen hundred and five, relating to said railway. are incorporated into and made a part hereof, with the same effect as if they were set forth herein at length.

"16. The word 'grantee' herein shall be held to include and apply to the successors and assigns of said grantee.

"In witness whereof, by virtue of authority conferred upon him, this instrument, in triplicate, is executed by the Governor-General of the Philippine Islands on behalf of the Government of the Philippine Islands.

"Done the day and year first above written. "

[SEAL] "THE GOVERNMENT OF THE PHILIPPINE ISLANDS,

"By ,

"Governor-General of the Philippine Islands.

"The foregoing concessionary grant and contract is hereby accepted by the grantee in its corporate name and under its corporate seal, by its proper officers thereto duly authorized by resolution of its board of directors, passed on the day of nineteen hundred and, certified copies of which are hereto attached and made a part hereof.

"Done the day and year first above written.

"

By

"As Its President.

"Attest:

"....., [CORPORATE SEAL.]

"As Its Secretary."

SEC. 2. in addition to the terms and conditions set out in the foregoing concessionary grant or contract, the Governor-General, with the approval of the Secretary of War, may incorporate any or all of the following additional terms and conditions in said concessionary grant or contract:

(a) 1. For all purposes hereunder and for the determination of Bonds. the amount of first lien bonds in respect of which interest will be guaranteed as hereinafter provided, the actual total cost of construction and equipment of the railway herein referred to shall be deemed to be the actual cost, first, of all necessary land for buildings, right of way, and other railway purposes; second, of all materials and labor, including transportation of employees, tools implements, plant, and animals used in such construction and equipment, marine and fire insurance upon any such material, machinery, and so forth, used in and expended upon or in aid of the construction of the roadbeds, tracks, and bridges, and in and about the building of telegraph, telephone, and electrical transmission lines, sidings, and switches, depots, terminals, roundhouses, turntables, water stations, repair and machine shops, freight houses, docks, wharves, warehouses, waiting rooms, dining rooms, hotels, and employee boarding houses, and all other appropriate buildings and structures necessary for the construction, maintenance, and operation of the railway line, on plans approved by the Governor-General: third, of all expenses of engineering, surveying and supervising in the the Government of the being of said railroad, a acquiring of land then the Philippine Islands demand of the Govern of all expenses and on or damages done in the arising from acts of or through action of God; fifth, of all for the operation of locomotives, passenger tools, implements, expenses of engineering, surveying, and Philippine Islands, both of

the grantee and of Philippine Islands, connected with the build all legal expenses connected with the or (such expenses of the Government of o be borne and paid by the grantee upon of the Philippine Islands); fourth, of all expenses and necessarily incurred by the grantee, he property of the grantee covered hereby, rebellion, ladronism, outlawry, earthquakes, the elements, or through accidents or acts equipment of even name and nature necessary the railway line covered hereby, including and freight cars, wrecking cars, and of all machinery for the construction, operation, and repair of such railway line; sixth, every other outlay and expense of whatsoever character and wheresoever made, actually incurred in and about; the construction and equipment of the line of railway herein referred to, and whether included in any of the in specific items of cost herein enumerated or not; seventh, interest, at four per centum per annum upon all sums expended for such construction and equipment, from the respective dates at which outlays are made, until the issue and delivery, in aid of such construction and equipment, of the bonds respecting which the Government of the Philippine Islands will so guarantee interest, less any net earnings arising from the operation of any portion of such line during construction : eighth, for the contractor's profit, and expenses incurred in connection with the organizing of the grantee, and such general expense outside of the Philippine Islands as it may be necessary for the grantee to incur preliminary to its organization and acceptance of this concession, there shall be added as a part of said actual total cost of construction, to be determined as above, an amount equal to fifteen and one-half per centum of such actual total actual cost: Provided, That the cost of material, supplies, and equipment shall be the actual first cost thereof to the grantee delivered on the ground where it is to be used, and that the cost of labor, superintendence, and administration shall be the actual wages, salaries, and fees paid in good faith by the grantee, and shall not include any commissions, allowances, profits, rebates, or drawbacks to any third person.

All plans for work to be done hereunder shall be subject to the approval of the Governor-General, the work itself shall be subject to his inspection, and all bills and construction accounts shall be subject to the audit of the Government of the Philippine Islands.

2. Under and in accordance with the terms and conditions of section four of the Act of Congress approved February sixth, nineteen hundred and live, the Government of the Philippine Islands hereby guarantees, for a period of thirty years from the date of issue and delivery of the bonds hereinafter described, the due and puiuiual payment by the grantee of interest (and in the event of the default of the grantee it will itself pay the same upon demand) at the rate of four per centum per annum, upon first-lien bonds lo he issued by the grantee under and in conformity with this instrument and said Act of Congress, to an amount of ninety-five per centum of the actual total cost of construction and equipment of such railway and appurtenances, completed in accordance with such approved definite plans and as such actual total cost is determined in the foregoing paragraph hereof, such bonds to be delivered under the terms, conditions, and circumstances and at the times proscribed by said section four of said Act of Congress approved bniary sixth, nineteen hundred and five.

The grantee covenants and agrees duly and punctually to pay the interest upon all bonds the interest upon which may be so terest by srantee uuaranieed by ibe Government of the Philippine Islands, and as interest becomes due and payable; and in all respects duly punctiiallv to fulfill the covenants and conditions of the mortgage securing such bonds; and that all bonds in respect of the Philippine Islands shall so guarantee interest shall be secured by an absolute first lien, evidenced by sage or trust or deed of trust, upon the railroad, in respect of which bonds may be so issued, and the equipment, franchises (including tins concessionary contract or grant), and other property, real, personal, and mixed, earnings, rents, revenues, and income thereof, owned and thereafter to be acquired.

Appropriate instruments, sufficient in law to secure more effectually any liens existing or arising under any provision of the said Ads of Congress and this contract, in favor of the Government of the Philippine Islands, under or by reason of the making of said guaranty and of any payment made or to be made thereunder, subject to such first-lien bonds and the mortgage securing the same, shall be duly executed and delivered to the Government of the Philippine Islands, or to any trustee by it designated. But failure to execute such instruments shall not impair or affect the liens or the remedy of foreclosure secured by said Acts of Congress,

this contract or other instruments.

It is expressly understood and agreed that the Government of the Philippine Islands, although obligated upon its said guaranty of interest, shall not be in any sense or to any degree-obligated for the payment of any part of the principal of any bond respecting which it may so guarantee the payment of interest, nor upon any other bond, indebtedness, contract, liability, or obligation whatsoever the grantee, and that any such bonds shall not be deemed, any purpose whatsoever, to be the bonds or obligations of the Government of the Philippine Islands, or be deemed issued by said Government or under its authority.

After the construction and equipment of the railway herein referred to in accordance with the foregoing provisions and all others of this contract of guaranty, the grantee shall apply its gross earnings as follows: First, to the necessary operating expenses, including reasonable expenses of the corporation, and the amounts due the Government of the Philippine Islands under paragraph thirteen hereof; second, to the necessary and ordinary repairs of said railroad and its equipment; third, to such betterments and extraordinary repairs of said railroad or equipment as may be first by the Governor-General of the Philippine Islands in writing, expressly consented to; fourth, to the payment of the interest on the bonds, the interest on which to any extent shall have been guaranteed by the Government of the Philippine Islands under this concession.

The form of the bonds, mortgages deeds of trust, liens, guaranties, and other instruments herein provided for, as well as the legality of the organization of the grantee herein, and its compliance with the requirements of the Acts of Congress, the laws of the Philippine Islands, and this concessionary grant, shall be approved by the Secretary of War.

3. If the grantee makes breach of any of the conditions hereof, or of any of the obligations by it assumed hereunder, in respect to the construction of said railway, and shall allow the same to continue for upward of four months, after notice in writing from the Government of the Philippine Islands to the grantee, then, in such case, at any time thereafter, the Government of the Philippine Islands, at its option and at the cost and expense of the grantee, may do and perform any and all acts and things which it may deem useful and necessary to insure the construction, equipment, and completion of the railway covered hereby or the fulfillment of such condition or obligation, as the case may be; and in said event such cost and expense shall thereupon thenceforth be and become a debt of the grantee presently payable, and a lien upon the said railway and all franchises and property relating thereto, subject only to the first mortgage securing the first lien bonds respecting which the Government of the Philippine Islands may guarantee interest as herein provided, and shall be enforceable by foreclosure in the same manner as if secured by a second mortgage. The remedy and relief given to the Government of the Philippine Islands by this paragraph shall be considered as an additional remedy and relief and shall not exclude the Government of the Philippine Islands from any remedy, relief, or right of action which said Government might otherwise have.

4. The Government of the Philippine Islands, through the auditing, engineering, and railroad Bureaus thereof, and by such other agencies as may be fixed by law, shall have the power, by monthly or other regular inspection of the books, accounts, vouchers, and other papers, or by special inspection, if in its judgment necessary, to keep itself advised of the financial conditions and operations of the grantee to enable it to exercise the powers vested in the Government of the Philippine Islands by law in respect of this franchise and concession, and especially to verify the statements in the financial reports of the railway company as to construction, maintenance, and operation, with a view to the proper enforcement and execution of the obligations of the grantee as contained in this franchise, and particularly in paragraphs one and two hereof.

(b) A guaranty from the Government of the Philippine Islands of a minimum annual gross business, of an amount to be fixed by the Governor-General by and with the approval of the Secretary of War, and not to exceed one hundred thousand pesos: Provided, however, That no guaranty of this nature shall be executed for a period exceeding fifteen years from the date of the execution of the concessionary grant or contract.

(c) The right to make use of water power from the Bued and Agno Rivers, or their tributaries, on terms and

conditions to be determined by the Governor-General, by and with the approval of the Secretary of War.

(d) The grantee may use the Benguet Road, with all its bridges and other appurtenances, or any part thereof, for the construction of the said railway, on terms and conditions as to use of the same and the dosing of the road or any portion thereof to traffic, either temporarily or permanently, to be determined by the Governor-General, by and with the approval of the Secretary of War

SEC. 3. The Governor-General of the Philippine Islands is hereby authorized and directed to execute, for and on behalf of the Government of the Philippine Islands, the concessionary contract or grant set out in this Act, after its approval by the Secretary of War, with the best bidder for the same, after public advertisement for a period of not less than three months, and to receive on said behalf one of the triplicate copies thereof when the same are fully executed and when a bond properly executed, conditioned upon the signing and execution by the grantee of the concessionary contract or grant set out in this Act, which bond shall be in the penal sum of fifty thousand pesos, in a form and with sureties acceptable to the Secretary of War or the Governor-General, shall have been delivered to the Secretary of War or the Governor-General.

The Governor-General may reject any or all bids and may re-advertise the concession as often as he deems the public interest requires such action : Provided, however, That the authority of the Governor-General to execute this concessionary grant or contract power to grant shall cease on the expiration of three years from the date of the passage of this Act.

SEC. 4. The public good requiring the speedy enactment of this bill, the passage of the same is hereby expedited in accordance with section two of "An Act prescribing the order of procedure by the Commission in the enactment of laws," passed September twenty-sixth, nineteen hundred.

SEC. 5. This Act shall take effect on its passage, but the grant of the franchise shall not become operative unless and until the said concessionary grant or contract shall have been executed in the form and manner provided in this Act.

Enacted, October 2, 1907.

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