

18. On satisfactory arrangements being made with the connecting Railway Companies in the United States of America, a third rail shall be laid down from Buffalo to Sarnia, by way of Stratford, so as to pass engines, carriages, waggons and cars on the narrow guage to and fro, between New York on the one hand, and Chicago and the north-western United States on the other hand, each of the companies parties hereto bearing and paying the cost of laying down such third rail on its own railway, and laying down the same accordingly and with all practicable despatch.

14. If any dispute or differences shall arise between the parties hereto, or their respective managers, as to the true intent and meaning of these presents, or anything herein contained, or as to the reasonableness of any such by-laws or regulations as mentioned in the first clause hereof, or in the appointing of a superintendent under the tenth clause hereof, or as to any other matter or thing arising or to be done hereunder, such dispute or difference shall be settled by two referees or their umpire in manner following, that is to say:—If the dispute or difference shall have arisen between the respective managers, then each manager shall, within fourteen days after notice to that effect shall have been given, appoint one referee by writing, but in any other case each of the respective Boards of Directors shall, within one calendar month after notice to that effect shall have been given, appoint one referee by writing, and the referees so appointed shall, before they enter on their duty, appoint an umpire by writing, and the decision of such referees on their appointment of a superintendent if they agree, or the decision of, or appointment made by, such umpire, if they disagree, shall be final and binding; Provided that if either party shall refuse or neglect to appoint a referee within the time specified, or if the referee appointed by either party shall refuse or neglect to act, the referee appointed by the other party shall make alone a final and binding decision or appointment of a superintendent.

15. Application shall be made to Parliament in the year one thousand eight hundred and sixty-four for an Act giving to the parties hereto any needful powers to make the foregoing Agreement, and in perpetuity, and such application shall be renewed from time to time, if necessary, and may be so made or renewed by either party at the joint expense of the parties hereto (the other party hereby agreeing not in any way to oppose but in all ways to assist and assent to the same), in any session or sessions during the said term of one thousand years; and if and so far as any portion of this Agreement may not be within the existing powers of the parties, it shall be held to be only in that respect an agreement to apply and assent to and concur in any application or applications to Parliament for all needful further powers, from time to time, during the said term of one thousand years, both parties hereby agreeing in the meantime and until the success of any needful application or applications to Parliament, fully to perform and carry into effect all such portions of this Agreement as are or may be within the powers from time to time vested in them. In witness whereof the said Buffalo and Lake Huron Railway Company have hereunto affixed their common seal the day and year first above written.

(Signed,)

P. RAWSON,
Chairman.
THOMAS SHORT,
Secretary.

EDW. WATKIN,
President Grand Trunk Railway,

[L.S.]