

16. In the event of any controversy arising between Canada and _____ in respect of this agreement, either party may submit such controversy to the Exchequer Court of Canada for determination.

17. This agreement shall be deemed to have come into force and shall bind the parties from the _____ day of _____ 195____, to the _____ day of _____ 19____, and thereafter until terminated by either party giving to the other party one year's notice in writing.

18. Any notice given pursuant to paragraph 17 may be communicated as follows:

(a) to Canada, by registered mail addressed to the Minister of National Health and Welfare, at Ottawa; and

(b) to _____ by registered mail addressed to the Premier of the province at _____

In witness whereof the Honourable Paul Martin, Minister of National Health and Welfare, has hereunto set his hand on behalf of the Government of Canada and the Honourable _____ Minister of _____ of _____

_____ has hereunto set his hand on behalf of the Government of the province of _____

Signed on behalf of the Government of Canada by }
The Honourable }
Minister of }
in the presence of }

Signed on behalf of the Government of the province of }
of }
by the }
Honourable }
Minister of }
in the presence of }

THIS AGREEMENT made the 21st day of November 1955.

Between:

Her Majesty the Queen in right of Canada, (hereinafter called the "Government of Canada"), represented by the Minister of Trade and Commerce, (hereinafter called "the Minister"),

Party of the First Part, and

Trans-Canada Pipe Lines Limited, a body corporate with head office in the City of Calgary Province of Alberta, duly incorporated by Act of Parliament, Chapter 92, Statutes of Canada 1951 (hereinafter called "Trans-Canada")

Party of the Second Part.

Whereas Trans-Canada has been authorized by the Board of Transport Commissioners for Canada to construct an all-Canadian natural gas pipe line, currently estimated to cost approximately \$375 million, from a point on the Alberta-Saskatchewan border eastward through the Provinces of Saskatchewan, Manitoba, Ontario and to the City of Montreal in the Province of Quebec, with connections to serve cities and communities within economic reach of the said pipe line;

And whereas the Government of Canada favours the construction of the said pipe line in the national interest and to that end is prepared to recommend to Parliament that a Crown Corporation of the Government of Canada be established and financed to construct a section (hereinafter called "the Northern Ontario section") of the said all-Canadian pipe line commencing at the Ontario-Manitoba border and extending eastward through Northern Ontario to a point at or near the Town of Kapuskasing, Ontario and that the Northern Ontario section be leased to Trans-Canada for a period of 25 years and on the terms as hereinafter set forth;

And whereas Trans-Canada has carried on engineering studies, market surveys, contract negotiations, and has taken options to acquire right-of-way for the major portion of the Trans-Canada all-Canadian pipe line, and has constructed a 20-inch pipe line from the Niagara River to Sheridan in the vicinity of Toronto, Ontario;

And whereas Trans-Canada proposes to construct between October 1, 1955, and November 1, 1956 a 34-inch pipe line from a point on the Alberta-Saskatchewan border to the vicinity of Winnipeg, Manitoba, with a lateral line from the vicinity of Winnipeg to Emerson, Manitoba, and a 24-inch pipe line from Sheridan to Brooklin, Ontario, and a 20-inch line from Brooklin to Ste. Anne de Bellevue in the vicinity of Montreal, Quebec, with a lateral from Morrisburg to the vicinity of Ottawa, Ontario;

And whereas Trans-Canada proposes to construct between October 1, 1955 and November 1, 1957 a 30-inch pipe line from the vicinity of Winnipeg, Manitoba to the Manitoba-Ontario border, and from the vicinity of Kapuskasing, Ontario to Brooklin, Ontario;

And whereas Trans-Canada proposes to arrange for financing of all its costs and commitments in connection with the said program of construction prior to May 1, 1956;

Now Therefor This Agreement Witnesseth

1. Trans-Canada will diligently take steps to secure all necessary governmental permits, financing, materials and supplies for and, having obtained same, will carry out the aforesaid program of construction and particularly