

29
£4000, set apart for the payment of salaries.

30
Act 14 and 15, Viet. cap. 148, incorporating The Toronto and Guelph Railway Company, recited.

31
Act 16, Viet. cap. 41, amending former Act, recited.

32
Capital £725,000 Cy. with powers to increase it.

33
Railway may be extended from Guelph to Sarnia with an increase of £1,000,000, cy., in the capital of the Company.

34
Contract with C. S. Gzowski, D. L. McPherson, Luther H. Holton and A. J. Galt, dated 26th November, 1852, to construct the Railway from Toronto to Guelph.

35
Another contract with the same parties to construct the Railway from Guelph to Sarnia, dated 18th February, 1853.

36
Contracts of the 26th November, 1852, and 18th February, 1853, with C. S. Gzowski & Co., to be annulled in case of amalgamation, and a new one under date 21st March, 1853, for the construction of the Railway from Toronto to Sarnia, to be made.

37
Railway to be completed by the 1st July, 1857, for the sum of £1,375,000 Sterling, with similar conditions as to payment of interest, &c., as inserted in the contracts of Messrs. Jackson & Co.

38
£13,000 to be reserved for the payment of salaries, &c.

39
Act 13 & 14 Viet. cap. 116, incorporating The Quebec & Richmond Railway Company, recited.

40
Contract dated 20th October, 1852, with Jackson, Prin. Brassey and Betts, to construct and equip the Quebec & Richmond Railroad.

41
Road to be completed by the 1st Decr. 1855, for the sum of £650,000 Sterling.

Contractors, until the whole of the Railway shall have been stocked and ready to be opened for Traffic; and such contract also provides, that the sum of four thousand pounds shall be set aside for payment of the salaries, and other expenses therein mentioned.

AND whereas, an Act was passed by the Provincial Legislature of Canada, in the fourteenth and fifteenth years of Her Majesty's Reign, intitled, "An Act to incorporate the Toronto and Guelph Railway Company," under which a Company has been incorporated, for the purpose of constructing a Railway between Toronto and Guelph.

AND whereas, another Act was passed by the Provincial Legislature of Canada, in the fifteenth and sixteenth years of Her present Majesty's Reign, intitled, "An Act to amend an Act to incorporate the Toronto and Guelph Railway Company," whereby the capital of the said Company was

declared to be the sum of three hundred and twenty-five thousand pounds, Provincial currency, divided into sixty-five thousand shares, of five pounds each; and it was provided, that such capital might, if necessary, from time to time be increased in the manner provided for by the Railway Clauses Consolidation Act. And by such Act it is also provided, that it should be lawful for the said Company to extend their Railway from the Town of Guelph, through

the Village of Stratford to the waters of the River St. Claire, at Port Sarnia, and for that purpose to Currency, or such further amount of capital as should from time to time be deemed to be necessary for the proper and efficient construction, maintenance and working of such extension. AND whereas,

by an indenture, dated the twenty-sixth day of November, one thousand eight hundred and fifty-two, between the Toronto and Guelph Railway Company, of the first part, and Casimir Stanislaus Gzowski, David Lewis McPherson, Luther Hamilton Holton, and Alexander Tilloch Galt, hereinafter called the "Canadian Contractors," of the second part. The Canadian Contractors agreed to execute the portion of the Railway from Toronto to Guelph, on the terms and conditions therein mentioned. And

by another indenture, dated the eighteenth of February, one thousand eight hundred and fifty-three, made between the same parties, the Canadian Contractors agreed on the conditions therein mentioned, to execute the remaining portion of the said Railway, being that from Guelph to the Port of Sarnia.

AND whereas, by another agreement dated the twenty-fourth day of March, one thousand eight hundred and fifty-three, between the Toronto and Guelph Railway Company, represented by Alexander Gillespie, Esquire, of the one part, and the said Canadian Contractors, represented by Alexander Tilloch Galt, of the other part. After reciting the before last mentioned Contracts, and that an Act had lately passed authorising the amalgamation of The Grand Trunk Railway Company of Canada, with various other Companies, and that it had been agreed that in case such amalgamation should

take place, the before mentioned Contracts with the Canadian Contractors, should be vacated, and that a new Contract should be made between them for the purchase of land for, and for the construction, completion and equipment of the Railway between Guelph and the Port of Sarnia on the terms and conditions in such contract contained, it is by the now reciting contract agreed, that in case the said amalgamation should be effected within six Calendar months from the date thereof, the before recited Contracts should be annulled, and that present Contracts should come into effect, in case the now reciting Contract should come into operation, the Canadian Contractors agreed to complete the Railway from Toronto to Guelph, and from Guelph to the Port of Sarnia, being a distance of about one hundred and seventy-two miles, and all the stations thereof, and to equip and stock the same in

accordance with the specifications therein referred to, on or before the first day of July, one thousand eight hundred and fifty-seven, for the sum of one million three hundred and seventy-six thousand pounds sterling, and by such contract it is provided that, if any portion of the line shall be completed and stocked so as to be ready for traffic before the completion of the whole Railway, it should be at the option of the Company to accept the same and to work it for their own benefit, and if they should decline so to do, the Contractors should be at liberty to open and work such portion at their risk and for their benefit, and that in case the Company should accept and open any such portion, the Contractors should be relieved from the payment of interest on an amount of capital equal to the expenditure on the section so opened, and on the plant provided for working the same; and by such contract it is provided, that the interest on the capital called up by the Company, for the purposes of the contract, should be paid by the Contractors, until the whole of the Railway should be completed and stocked, so as to be ready to be opened for traffic, and that the contract price should be paid to the Contractors on the certificates of the Engineer, in manner therein mentioned, subject, however, to the reservation of the sum of thirteen thousand pounds, to be applied in payment of the salaries and expenses therein mentioned; and by such contract it is provided, that the necessary steps shall be taken by the Company to enable them to make such increase of capital as would be necessary for the due fulfillment of the Contract. AND whereas, by an Act of the Provincial Legislature of Canada, passed in the thirteenth and fourteenth years of the Reign of Her present Majesty, intitled, "An Act to

incorporate Peter Patterson, Esq." and others, under the name of the "Quebec and Richmond Railway Company," a Company was incorporated for the construction of a Railroad from a point on the South shore of the River St. Lawrence, opposite the City of Quebec, to the village of Richmond or the neighbourhood thereof, there to connect with the Saint Lawrence and Atlantic Railway, and by such Act, the Company was authorised to raise a capital not exceeding six hundred and fifty thousand pounds, provincial currency, to be divided into fifty-two thousand shares, of twelve pounds, ten

shillings each, and also to borrow the sum of one hundred and fifty thousand pounds, Provincial Currency. AND whereas, by a contract dated the twentieth day of October, one thousand eight hundred and fifty-two, between William Jackson, Samuel Morton Peto, Thomas Brassey and Edward Ladd Betts, hereinafter called the "Contractors," of the one part, and the Quebec and Richmond Railway Company, of the other part, the Contractors agreed to construct, complete and equip the

Railway therein described, according to the plans and specifications therein referred to, by the thirty-first day of December, one thousand eight hundred and fifty-five, for the sum of six hundred and fifty thousand pounds sterling, to be paid as follows, *videlicet*, two hundred and fifty thousand pounds

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