

6. The survey of the said Railroad shall be commenced not later than the month of November next, and the said Company shall *bona fide* commence the works not later than the month of June one thousand eight hundred and sixty six.

7. In case the said Company shall neglect to commence the survey of the said line of Railway within the time specified in the last preceding clause, and to the completion of such survey, or shall neglect to commence the works *bona fide* in the month of June one thousand eight hundred and sixty six, the Governor in Council of the said Province of New Brunswick shall have the right and power, if deemed expedient, in either case to declare this Agreement to be null and void; and upon such declaration being made, all the rights and powers of the said Company under this Agreement and under the said recited Act, shall forthwith cease and determine.

8. The said Company shall carry and convey Her Majesty's Mails on the said Railway for reasonable compensation to be paid.

9. On the completion of the said Railroad, or any section thereof, the said Company shall make an equitable arrangement with the Governor in Council of the said Province of New Brunswick, for the mutual working of the said Railway, and of the European and North American Railway.

In witness whereof, the said Company have hereto put their seal, and the said Albert James Smith and John Campbell Allen their hands, as approving thereof on behalf of the Governor in Council of the said Province of New Brunswick, the day and year first above written.

(Signed)

E. PICKERING, *Managing Director.*

JOHN GRAY, } *Directors.* [L. S.]
D. H. HOARE, }

W. S. HOPLEY, *Secretary.*

For and on behalf of the Government of New Brunswick,

(Signed)

A. J. SMITH.

JOHN C. ALLEN.

Whereas the International Contract Company, (Limited,) of 85 Cannon Street, West, in the City of London, hereinafter called the Company, has, by Memorandum of Agreement bearing date this day, agreed to construct a Railway from the boundary line of the Province of Nova Scotia to intersect the European and North American Railway from Saint John to Shediac: And whereas in consideration of the said Agreement of the said Company, and as an inducement for them to enter into the same, it was agreed that the following undertaking should be given:—Now we, the undersigned, Albert Smith and John C. Allen, Esquires, Members of and representing the Government of New Brunswick, agree that the amount to be paid for the land required for the said Railway, and for the damages for severance or otherwise to the adjoining lands, shall not exceed two hundred dollars New Brunswick currency per mile; and that the said Government will reimburse the said Company for any amount that may be required to pay for such land and damages, beyond the said sum of \$200 dollars per mile; and further, that the said Company shall have the free use of any Government Railway Stations and Landing Stages in the said Province of New Brunswick, for the purpose of landing and discharging any materials and stores required for the construction of the said Railway, and also the right of transit over the said Government Railway, on paying all the expenses incurred in landing, hauling and handling of such materials and stores, and also the cost of transit thereof.—Dated this 15th day of August, 1865.

(Signed)

A. J. SMITH,

JOHN C. ALLEN,

For and on behalf of the Province of New Brunswick.

Adjourned until To-morrow at 11 o'clock.