

the Government might deem expedient, and for that purpose to acquire from the said company all its rights and assets, and to take upon itself the legitimate liabilities of the company, and to repay the disbursements of the company in manner and form and to the extent thereafter described; and that in consideration thereof the company had agreed to transfer and convey such rights and assets to the Government also upon the conditions thereafter expressed—proceeds to state, in different clauses, the covenants and agreements into which the parties had entered before the notary. The material clauses are the 1st, 2nd, 4th, 7th, 8th and 9th.

By the 1st, the company granted, sold and conveyed to the Government all its right, title, and interest in the uncompleted railway, with all lands acquired or bonded for right of way, stations, and other purposes, all bridges, piers, abutments, forms, and other things expressly mentioned, stating their intention to be "to divest the company of all the property of the said corporation, and of all and every part and parcel of the said incomplete railway, and of everything appertaining thereto or necessary or useful or acquired for the construction thereof, now in the possession of the company, or to which it is entitled as fully and completely to all intents and purposes as the same are now held by the company, and to vest the same in the Government."

By the 2nd, the company transferred to the Government all its right, title, and interest in and to the balance of the subscription of stock in the said company by the Corporation of the City of Montreal, and the several subscriptions of stock in the said company of various other corporations, together with all the rights, claims, and demands of the said company upon the said City of Montreal for the said balance of subscriptions, and upon the said other corporations for their said subscriptions of stock and bonds.

By the 4th, the Government, in consideration of the above sales and transfers, agreed to pay to certain trustees for the company, upon the confirmation of the deed, the sum of \$57,149.95 currency, being the amount of the then paid up capital of the company; and also to pay immediately all such disbursements and liabilities as had been adjusted between the Government and the company; and it was further agreed that if

any further legitimate liabilities should be established to the satisfaction of the Government to be justly and legally due by the company, the same should also be assumed and paid by the Government.

By the 7th, it was provided that, until it should please the Government to receive possession of the property and premises thereby transferred, the company should hold and administer the same for and on behalf of the Government, and in such manner as should be directed by it, and should, in all respects, carry out the instructions of the Government in respect of the said railway; and in respect of every matter and thing connected therewith, until the transfer and delivery thereof to the Government and its complete assumption and possession thereof had been perfected; and that, so soon as such transfer and delivery should have been so perfected the company should dissolve itself, and should cease to act in any way, the Government thereupon indicating some person to accept transfers of the shares of the company held by the individual shareholders therein.

By the 8th, the company undertook to assist the Government, in any manner that might be required, in procuring the passage of any Act by the Dominion or the Provincial Parliament that the Government might deem expedient to have passed in the interest of the enterprise, and to furnish aid and assistance in other matters.

And, by the 9th, it was provided that the deed should have no force or effect after the termination of the next Session of the Legislature of the Province of Quebec, unless confirmed by the said Legislature at the next Session thereof, nor until such confirmation; but that it should be submitted for such confirmation to the next Session of the said Legislature, and, immediately upon such confirmation, should have full force and effect according to its terms.

The confirmation required by this last clause of the deed was given by the Act 39 Vict., c. 2, which was passed by the Legislature of Quebec on the 24th December, 1875. That statute not only, by its 8th section, confirmed in the fullest manner the transfer and assignment of the 2nd November, 1875, it did a great deal more: it combined the enterprise of the Montreal, Ot-