

the Grand Trunk Company, and all new rents and tolls which may hereafter be chargeable against the joint system of the Grand Trunk and Buffalo Company, and the working of the traffic.

**17.** The Buffalo Company shall forthwith, or when and as the same from time to time become due, pay and discharge all sums due from them as purchase-money for land sold to them, and for rights of way (but the Grand Trunk Company shall within twelve months from the confirmation of this Agreement by the Canadian Parliament, sell or retain at a valuation to be ascertained by a valuer to be named by each Company, the valuers to name an umpire to decide between them, in case of difference, the said surplus lands, and shall forthwith apply the proceeds of such sale or the amount of such valuation in extinction, so far as the same will go, of the sums so due for rights of way), and all other debts and obligations whatever except those by this agreement expressly assumed by the Grand Trunk Company, and except Mortgage and Debenture debts, and the arrears which, under this Agreement, may be capitalized, but including the interest not so capitalized on Mortgage and Debenture Debts, and that whether such obligations are a charge upon the line and property of the Buffalo Company, or upon any part thereof, or not; and shall for ever indemnify the said Grand Trunk Company against all the debts, liabilities, and obligations of the Buffalo Company, except those hereby expressly adopted by the Grand Trunk Company, and against any interference with the railway, the works, the surplus lands, or other the property of the Buffalo Company vested by this Agreement in the Grand Trunk Company, and any demand by or on behalf of any creditor of or claimant against the Buffalo Company, except as aforesaid.

**18.** Either of the two Companies will, at the request of the other of them, execute all deeds and other documents (if any), and do all things necessary for carrying this Agreement into full effect, such deeds or documents, in case of difference, to be settled on behalf of the two Companies by counsel to be appointed, if not otherwise agreed on, by Her Majesty's Attorney-General for the time being, and such deeds and documents shall contain such details and incidental provisions as such counsel may think fit, together with such modifications (if any) of this agreement as the Companies may then agree to, and each of the said companies shall forthwith submit for confirmation at a Special General Meeting duly convened and held this agreement and such deeds and documents if prepared, provided that the Grand Trunk Company shall not be bound to submit this agreement for confirmation to its General Meeting until it has been submitted to and approved by the General Meetings of the Shareholders and of the Bondholders of the Buffalo Company.

**19.** Both Companies will concur in an application or applications to the Legislature of the Dominion of Canada in the Session of 1870 and in the Session of 1871 for an Act or Acts of Parliament to confirm this agreement and to carry out its provisions. The Grand Trunk Company, by their agents, shall have the conduct of such applications, but the Buffalo Company may appear thereon by their own agent. Each Company shall pay its own costs attending such applications.

**20.** In case of failure to obtain the requisite Act of the Legislature in the Session of Parliament of 1870, the Grand Trunk Company shall, immediately after the expiration of such Session,