

other things in effect enacted that it shall be lawful for the Governor in Council to grant to the Quebec and Lake St. John Railway Company, for twenty-five miles of their railway, from St. Raymond to Lake St. John, in the Province of Quebec, a subsidy not exceeding three thousand two hundred dollars per mile, nor exceeding in the whole eighty thousand dollars, in addition to the subsidy granted by the Act forty-fifth Victoria, chapter fourteen (hereinbefore referred to) the said railway to be commenced within two years from the first of July next, and completed within a reasonable time not to exceed four years from and after the passing of this Act, to be fixed by Order in Council and according to the descriptions and specifications, to be approved by the Governor in Council on the report of the Minister of Railways and Canals and specified in an agreement to be made by the Company with the Government, the said subsidy to be payable out of the Consolidated Revenue Fund of Canada, by instalments, on the completion of each section of not less than ten miles of railway proportionate to the value of the portion so completed in comparison with the whole work undertaken, to be established by the report of the said Minister. Provided always, that the granting of such subsidies shall be subject to such conditions for securing such running powers or traffic arrangements and other rights as will afford all reasonable facilities and equal mileage rates to all railways connecting with the line of railway so subsidized as aforesaid, as the Governor in Council may determine.

Now, this Agreement Witnesseth that, in consideration of the said subsidies, to be paid in the manner aforesaid, The Quebec and Lake St. John Railway Company covenants and agrees to, and with Her Majesty, Her Heirs and Successors, in manner following, that is to say:—

1. That the Company shall, and will, well, truly and faithfully make, build, construct and complete a line of railway from St. Raymond to Lake St. John, the points and approximate route and course being shown on the map hereunto annexed, marked "B," and all bridges, culverts and works appurtenant thereto, and will build, construct and complete the said line of railway, bridges, culverts, works and all the engineering services, whether in the field or in preparing plans, or doing other office work, to the entire satisfaction of the Governor in Council.

2. That the Company shall, and will, locate and construct the said line of railway on as straight a course as practicable, between St. Raymond and Lake St. John, with only such deviations as may seem absolutely indispensable to avoid serious engineering obstacles, and as shall be allowed by the Governor in Council.

3. That the gradients and alignments shall be the best that the physical features of the country will admit of, in conformity with the aforesaid specifications hereto annexed marked "A."

4. That the Company shall, and will, furnish profiles, plans and bills of quantities of the whole line of railway, in ten-mile sections, and that before the work is commenced on any ten-mile section, such profiles, plans and bills of quantities shall be approved of by the Governor in Council, and before any payments are made, the Company will furnish such further returns as may be required to satisfy the Minister of Railways and Canals as to the relative value of the work executed with that remaining to be done.

5. That the said Company shall commence the works embraced in this agreement within three months from the date hereof, and shall complete the same, to wit: from some point on their existing line to a point near the southern extremity of the Island of Lake Edward, by the thirty-first day of December, A.D., eighteen hundred and eighty-five, and thence to a point near Lake St. John by the twenty-fifth day of May, A.D., eighteen hundred and eighty-seven, time being declared to be material and of the essence of this contract.

6. That the Company will, upon and after, the completion of the said line of railway and works appertaining thereto, truly and faithfully keep and maintain the same and the rolling stock required therefor in good sufficient working and running order, and shall continuously and faithfully operate the same.