Mr. Morrison said he was not sure the Soo line would pay back to the C.P.R. all the moneys which the latter had advanced, but was assured by the President that the arrangements made for the issue of debentures to the amount of $5,000,000, was, among other things, for the purpose of repaying the C.P.R. Suppose, however, that the Soo Co., as a matter of fact, did not pay the C.P.R. back, would the Soo line revert to the former? asked Mr. Morrison. To this Sir William replied that the Soo line was practically a part of the C.P.R. at present, both as to its stock & its management.

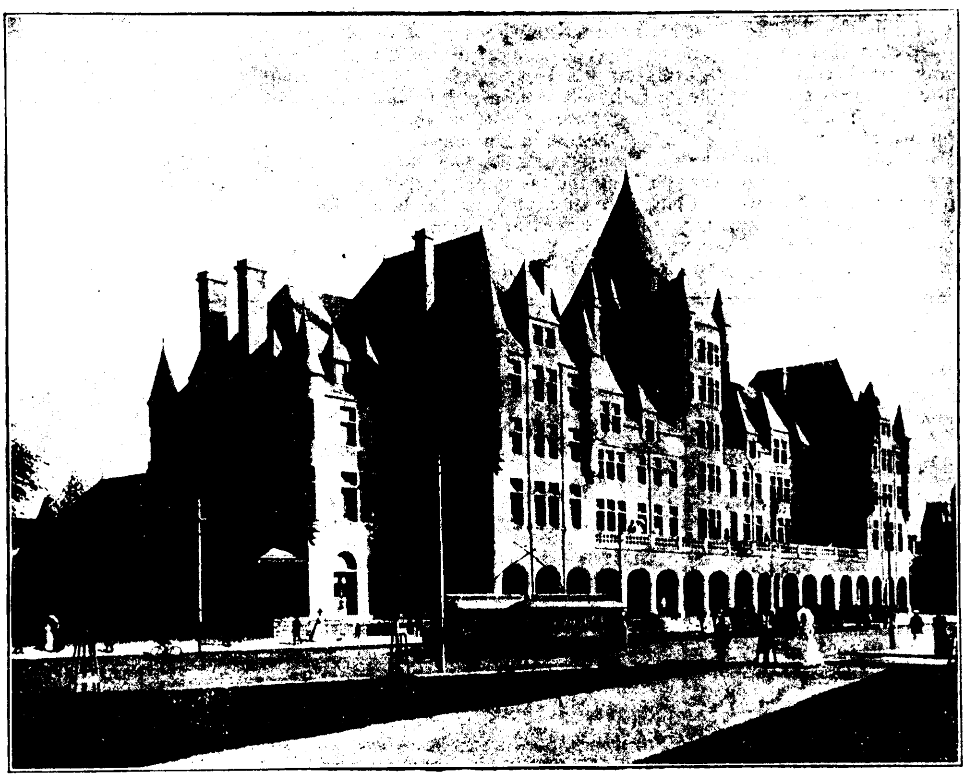
Mr. Morrison wanted to know how the Duluth, South Shore & Atlantic Ry. was doing, & the President replied that they were confident that in the near future the line would be self sustaining. This line was also an integral feature of the C.P.R. System.

Then Mr. Morrison started in to criticize the book-keeping of the Co. He said a conglomerate mass of figures had been presented, which was mystifying to a degree. He did not charge that anything was wrong, but he wanted simplicity; he did not want that figures should be thrust backwards & forwards so that their right relation could not be easily ascertained. It would be better for the President himself, better for the officials, & better for all concerned if everything were plainly stated, so that all could understand Mr. Morrison went into particulars to show in what respect he considered the figures misleading, though not intentionally so.

Sir William rather thought that the bookkeeping was tolerably clear, & they were rather chary of changing their system, though doubtless Mr. Morrison was competent to give them some enlightenment on the point. He thought, however, that anybody interested in the affairs of the Co. could understand what the figures meant.

Mr. Morrison said that doubtless it was better to continue an old error than to start a new one, but he reminded the President that for the want of a nail the shoe was lost, for the want of a shoe the horse was lost, for the want of a horse the rider was lost, & he expressed the conviction that with respect to a certain item of $1,400 which had not been accounted for, that Sir William never put his hand into his own pocket & produced it. Mr. Morrison stepped up to the table, report in hand, &, approaching the President in familiar conversational style, asked where was this million, or what had been done with that surplus—to the huge amusement of the meeting, including the President himself.

The report was then unanimously adopted.



C. P. R. STATION AND HOTEL, PLACE VIGER, MONTREAL.

AYLMER BRANCH.—The President submitted & explained an agreement between the Co. & the Hull Electric Co., providing for the sale of the Aylmer Branch to the latter Co., & for the interchange of traffic between the two lines, & it was resolved that the agreement dated Jan. 9, 1899, between the C.P.R. Co. & the Hull Electric Co., providing for the sale to the latter Co. of the Aylmer Branch of the C.P.R., extending from Hull to Aylmer, for $100,000, & providing also for the permanent interchange of traffic between the two companies, be & the same is hereby approved, ratified & confirmed.

STONEWALL & PIPESTONE BRANCHES.—It was resolved that, whereas the Co. has applied to the Dominion Parliament at its present session for an act authorizing the Co., amongst other things, to construct & operate a railway from or near the north terminus of its Stonewall Branch to Foxton, Man., thence northerly & north-easterly to the west shore of Lake Winnipeg between Gimli & Arnes; & also a railway from a point on the one last named, in a direction generally north-west to the east shore of Lake Manitoba between Marsh Point & the north boundary of township 25; & also a railway from a point at or near Reston, on the Co.'s Pipestone Branch, thence in a general westerly direction to the Moose Mountain District, thence westerly & north-westerly to or near Regina, with power to issue in aid of the construction & equipment of the said railways or any one or more of them, or any part thereof, bonds which will be a first lien & charge thereon, with the same effect as if the same were being built by the Co. as a branch of its railway within the meaning of section one of Chap. 51 of the statutes of 1888, or in lieu of such bonds consolidated debenture stock conferring on its holders equal rights in all respects & a rank pari passu with holders of such consolidated debenture stock as the Co. has been heretofore authorized to issue; therefore the shareholders do hereby resolve, that if the said Parliament do pass an act empowering the Co. to issue consolidated debenture stock for the purpose of aiding the construction or the construction & equipment of the said railways, or any one or more of them, or any part or parts thereof, then for that purpose the Directors may issue consolidated debenture stock of the Co. to such amounts as they deem expedient not exceeding in the aggregate $20,000 a mile thereof, & at the same rate for any portion of a mile, bearing interest at the rate of 4% per annum, payable at the times & places & in the same manner as on the stock heretofore issued, provided that if the Co. issue bonds creating a lien on the said railways or any portion or portions thereof, then the amount of consolidated debenture stock which may be issued as aforesaid in respect thereof shall be diminished to the extent of the amount of such bonds.

COLUMBIA & WESTERN RY.—A lease in perpetuity of the C. & W. R. to the C.P.R. Co. of its property & franchises was submitted & explained, & it was resolved that the lease submitted to this meeting dated July 12, 1898, whereby the C. & W. R. Co. demises in perpetuity to this Co. with the option of purchase, the lessor's railway from Rossland to Midway, B.C., by the route therein described, & the branches therefrom whether constructed or to be constructed, be & the same is hereby approved, ratified & confirmed; the yearly rental being an amount equal to the interest on the capital of such bonds as the lessor may from time to time issue, such capital not at any time to exceed the maximum limit of $35,000 for each mile of the railway & branches which shall then have been completed, or be under contract to be completed, & such interest, not exceeding 5% per annum payable ½-yearly, to be guaranteed by his Co., by way of rental.

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RY. — The following resolution relating to an agreement with the M., S. P. & S. S. M. R. Co., providing for extended traffic arrangements & for the guarantee by the C.P.R. Co. of the interest on an issue by that Co. of 2nd mortgage bonds, was submitted & the agreement having been explained & laid on the table, the resolution was adopted, viz.: Whereas, this Co.'s Board of Directors consider it advantageous to enter into an agreement with the M., S.P. & S.S.M. R. Co., hereinafter called the Soo Co., for a further working arrangement on the terms & conditions set out in a draft thereof now submitted to this meeting, & whereas the agreement provides, amongst other things, for interchange of traffic between the two companies & the division of earnings & other matters relating to such traffic, as therein more particularly set forth, & that the Soo Co. shall make an issue of its corporate bonds to be denominated 2nd 4% fifty year gold bonds to an aggregate of $5,000,000, or its equivalent in sterling money, & shall secure the payment of the same by a second mortgage to the Central Trust Co. of New York as trustees of all its railways & other properties therein described, & that this Co. shall guarantee the payment of the interest on the bonds at the rate of 4% per annum, payable ½-yearly; all of the said bonds to be executed by the Soo Co. & delivered to the trustees, after which a portion