

within fifteen days from the passing thereof, be published in the *Canada Gazette*, but upon such resolution being passed this Act shall take effect from the time or event fixed by such resolution.

- 5 25. Section 18 of *The Companies Clauses Act* shall not apply to the Company. R.S.C., c. 118

SCHEDULE.

This indenture made the _____ day of _____ A.D. ____ Between the Restigouche Boom Company, incorporated under an Act of the General Assembly of the province of New Brunswick, 42 Victoria, chapter 30, and amending Acts, of the first part, hereinafter called "the old Company," and the Restigouche Bcom Company, incorporated by chapter ____ of the statutes of Canada, A.D., 1899, of the second part, hereinafter called "the new Company."

Whereas the shareholders of the old company have accepted and approved the new Company's Act of incorporation, being the Act of the Parliament of Canada, passed in the year 1899, intituled "An Act to incorporate the Restigouche Boom Company," and by the resolution of the shareholders of the old Company duly passed in that behalf the _____ day of _____ was fixed as the date from which the said Act should take effect.

And whereas by the said Act last mentioned the new Company is authorized to acquire all the assets, rights, credits, effects and property, real and personal, of the old Company, and the old company has agreed to convey and assign the same to the new Company.

Now this indenture witnesseth that for and in consideration of the said Act last mentioned, and of the shares of the capital stock of the old Company which are thereby vested in the shareholders of the new Company, and in consideration of the covenants by the new Company, hereinafter contained, the old Company doth hereby grant, assign, transfer and set over unto the new Company, its successors and assigns for ever all the assets, rights, effects and property, real and personal, of whatever kind, and wheresoever situated, belonging to the old Company, to have and to hold unto the new Company, its successors and assigns, to and for its sole and only use forever. And the old Company covenants with the new Company to execute and deliver, at the expense of the new Company, all such further and other separate and formal assignments, transfers and conveyances which may be required to vest in the new Company, its successors and assigns, the full legal, equitable and beneficial title and interest to and in the said assets, rights, effects and property, and every part thereof.

And in consideration of the foregoing the new Company covenants with the old Company, its successors and assigns, that it shall and will pay, discharge, carry out and perform all debts, liabilities, obligations, contracts and duties for or in respect of which the old Company is now liable, or which it should pay, discharge, carry out or perform, and the new Company shall and will indemnify and save harmless the old Company in respect thereof.