

That by the said agreement it was provided that in such reference to arbitration, "no appeal was to be made to the Act passed in 1859, relating to the Northern Railway of Canada, or to the Order of the Governor General in Council of the 11th day of May, 1859, or to the Act in relation to the said Railway, passed in 1860, so far as to prevent or relieve the said company constituted by these Acts from being bound by any obligation contracted by the said company with the corporation of the Town of Barrie before the passing of the said Acts, but that the arbitration should proceed to be heard and determined, and an award made as though the said Acts had not been passed." 5 10

That the Honorable Samuel Bealey Harrison, Judge of the County Court of the United Counties of York and Peel, was by the said agreement appointed sole Arbitrator, to hear and determine upon the matters and claims in dispute between the said parties, and it was provided that his award should be final and binding between the parties respectively. 15

"That on the 26th day of September, 1861, mutual Bonds of Submission were duly executed under the respective seals of the said Railway Company and the said Corporation of Barrie, whereby the said parties became bound each to the other in the penal sum of £10,000, to abide by and perform the award, arbitrament and determination of the said Samuel Bealey Harrison; that the said Samuel Bealey Harrison accepted the burden of the said Arbitrator, and upon hearing both parties and after having considered the allegations, evidence and proofs submitted to him, did "in pursuance of the said submission," on the 31st day of January, 1862, make and publish this award under his hand and seal, as follows:— 20 25

1st. That there was, in 1853, a valid and binding agreement made by the then Railway Company, with the Corporation of the Town of Barrie, to construct a branch line of Railway from the main track in Innisfil into the Town of Barrie, provided that suitable land and water frontage for a terminus, with a right of way thereto from the said main track, was procured by the said Corporation of the Town of Barrie, free of cost to the said Railway Company. 30

2nd. That such suitable land and water frontage for a terminus with right of way thereto, from the said main track, was procured by the said Corporation of the Town of Barrie, free of cost to the said Railway Company, and to the satisfaction of the said Railway Company, at very considerable expense and trouble to the said Corporation of the Town of Barrie. 35

3rd. That the said Railway Company did not, nor did the said Northern Railway Company of Canada at any time since construct the said branch line, and that the claim of the said Corporation of the Town of Barrie to have the same constructed, has never been abandoned or given up at any time, but on the contrary, has been always since, upon all convenient occasions, urged and pressed for performance. 40

4th. That reference being had to the agreement in the said memorandum of agreement, (by which this award is to be made as though the several Acts of Parliament therein referred to had not been passed.)

I award, adjudge and find, that the said claim of the said Corporation of the Town of Barrie to have the said agreement performed, is still subsisting, and if not performed, their right to compensation in lieu thereof, ought to be awarded. And 45

5th. As compensation for the non performance of the said agreement, and in full satisfaction of the said claim of the said Corporation of the Town of Barrie against the said Northern Railway Company of Canada, in respect thereof, as by the said reference I am empowered to do; I do hereby order, adjudge and determine, that the said Northern Railway Company of Canada, and their successors shall, and do well and truly pay, or cause to be paid, to the said Corporation of the town of Barrie, or 55