

and will bear and pay all expenses incurred in doing and performing all such acts, matters and things as are now or may hereafter be required for the maintenance and operation of the said railway.

11. That at the expiration or other determination of the said term the Lessee will yield up the said railway and other immovable property to the Lessor in as good general plight and condition as the same were at the commencement of this lease, save and except the natural deterioration thereof by age and wear and tear.

12. That in the event of the non-payment of the said yearly rent under the said lease the same shall not be distrained for until three months after it becomes due as aforesaid, and has been formally demanded by the Lessor in writing, and in case the said rent cannot be collected from the Lessee then it shall be lawful for the Lessor to annul and set aside this lease and to declare the same to be forfeited and at an and to enter into the possession of said railway and all other premises hereby demised and to have again, repossess and enjoy the same as of its former state, anything herein contained to the contrary notwithstanding.

13. And it is hereby mutually agreed between the parties hereto that throughout this indenture the expression "Lessor" or "Lessee" means also their successors and assigns unless such meaning is inconsistent with the context.

14. This indenture is made subject to the condition that it shall be sanctioned and confirmed by votes of at least two-thirds of the shareholders of each of the said Companies, parties hereto, present or represented at an annual general meeting or at a special general meeting duly called for that purpose, and also that it shall be approved of by the Lieutenant Governor in Council of the province of New Brunswick, and also either by the Parliament of Canada, or in such way as will satisfy the requirements of any Act of the Parliament of Canada applicable thereto, and failing the fulfilment of the said condition then this indenture is to be null and void.

15. And the said Lessor and Lessee shall by all proper and lawful means join in and aid in procuring the fulfilment of the said condition that this lease shall take effect according to the terms thereof, but all expense in obtaining the approvals and the legislation aforesaid is to be borne and paid by the said Lessor.

Witness the corporate seal of each of the parties hereto, and the respective signatures of its officials below named.

**THE SAINT STEPHEN AND MILLTOWN RAILWAY  
COMPANY.**

Per

[Seal.]

JOHN D. CHIPMAN,  
*President.*  
GEORGE J. CLARKE,  
*Secretary.*

**THE CANADIAN PACIFIC RAILWAY COMPANY.**

Per

[C.P.R. Seal.]

T. G. SHAUGHNESSY,  
*Vice-President.*  
C. DRINKWATER,  
*Secretary.*