

Appendix
(D.D.D.)

30th July.

1846, could be taken on the ground, that "The St. Lawrence and Atlantic Railroad Company," had no legal power and authority to carry out and fulfil the agreement on their part. And it is equally manifest that the Government of New Hampshire are disposed to favor "that magnificent enterprise of a continuous line of railway from the St. Lawrence to the Atlantic, leaving it to the two corporations interested to adopt their own Gauge, as the Governments of Canada and Maine had done.

And Your Memorialists would further represent that in pursuance of the terms of the agreement of April 17th, 1846, and in fulfilment of the obligations assumed by them, the President and Directors of the Atlantic and St. Lawrence Railroad Company, proceeded forthwith to survey and locate at great expense their road; to establish its Atlantic terminus, as provided by said agreement; to purchase depôt grounds, and the right of way; and to take all necessary measures to carry out said agreement in good faith according to its terms and stipulations; so that about fifty miles of said road are now under contract, and the grading of thirty miles nearly completed; Three hundred thousand dollars having already been expended, and contracts been entered into the fulfilment of which will require an expenditure of about an equal sum.

And Your Memorialists would further represent that bridges and bridge abutments had been built, were in course of construction or under contract, all based upon the stipulations of the agreement and the Gauge of five feet six inches, and with views to a great freight road and international thoroughfare. When the President and Directors learned the passage of the Act of 10 & 11 Victoria, cap. 65, (July 28th, 1847,) and the provision enacted in and by its 16th section, whereby the Gauge of the road is limited to four feet eight and a half inches, unless the Governor in Council shall establish a different one. It is under circumstances such as these that the President and Directors of the Atlantic and St. Lawrence Railroad, being deeply interested in the question, have felt it their duty to appeal to Your Excellency in Council, and in the most respectful manner to request the Governor in Council to protect them from the great wrong and injury with which they are threatened. The Gauge of five and a half feet was not adopted lightly, but on the most mature consideration, reference being had solely to the great and permanent interest of trade, and the probable wants of commerce and business of the road.

One object of the mission of the undersigned was to press upon Your Excellency the importance of an early decision. We are in suspense; our orders and our operations are delayed. Shall we press on this great work to completion? A work which will do honor to the age in which it is achieved and to the men in power who foster it. Or must the President and Directors of the Atlantic and St. Lawrence Railroad Company, seeing the agreement of the 17th April, 1846, set aside in one of its fundamental provisions, fall back upon their own separate and distinct position, and determine for themselves, in this new and most unexpected state of things, what measures it would be best for them to adopt, what course to pursue? For it is presumed no one can expect that one party to an agreement will hold itself bound, when the other is relieved from the obligations, whether in whole or in part. Besides if the Provincial Parliament reduce and limit the capabilities of the road in one way, the Legislature of New Hampshire and Maine, following the example set them, may impose some burthen or some restriction, which must render

the whole concern too precarious and uncertain to command the aid of capitalists, and thereby dishearten and repel its ablest and most efficient friends.

In conclusion, the undersigned beg leave to tender to His Excellency the Governor General the assurances of their most distinguished consideration and respect.

(Signed,)

WM. P. PREBLE.

JOHN A. POOR.

Montreal, September 28th, 1847.

(Copy.)

EXTRACT from a Report of a Committee of the Honorable the Executive Council, on matters of State, dated 1st October, 1847, approved by His Excellency the Governor General in Council, on the same day.

On the Petition, (dated 30th September,) of the St. Lawrence and Atlantic Railroad Company, praying that they may be relieved from the restriction imposed by the 16th clause of the 10th and 11th Victoria, cap. 65, by which the Gauge is fixed at four feet eight inches and a half, and that they may be permitted to continue the Railroad with a Gauge of five feet six inches. Also, on a Memorial of the President and Directors of the Atlantic and St. Lawrence Railroad Company, on the same subject.

By an amendment made to the Act amending the Act of Incorporation of the St. Lawrence and Atlantic Railroad Company, it was made compulsory on the Company to construct their road with a Gauge of four feet eight inches and a half, unless otherwise determined by Your Excellency in Council, within six calendar months.

The Petitioners, it appears, have been engaged in the construction of their road for two years past, and have forty-five miles of the line under contract. The Atlantic and St. Lawrence Railroad Company, which takes up the prolongation of the road through the State of Maine, are in an equal state of forwardness. The two Companies seeing the necessity of constructing the road throughout its extent, on the same general plan, entered into a reciprocal agreement in April, 1846; by the 6th clause of which agreement, among other things, it is stipulated that the Gauge shall be five feet six inches in the clear between the rails, under a penalty, each to the other, of the entire Capital Stock of their respective Corporations. In conformity with this arrangement, much of the timber required, is actually delivered, prepared for the prescribed Gauge of five feet six inches; and the St. Lawrence and Atlantic Railroad Company state, that an alteration in the Gauge would not only be injurious to them by the additional expense which would be thereby incurred, but would subject them, under their agreement, to the forfeiture of their entire Capital Stock.

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