

vendors will do all in their power to have a new Board named by the purchaser elected.

"THAT no new stock shall be subscribed by them, or permitted, or allowed by the present Board to be subscribed by others in the books of the said Company, without the consent of the purchaser.

"THE vendors covenant with the purchaser that the subsisting stock of the Company consists of seven hundred and fifty shares and no more, and should it prove otherwise, the vendors covenant to get in, and without further charge or cost transfer, the extra stock, free of all liens or claims as agreed, to the purchaser.

"THAT they will use every exertion and use all means within their power to procure to be withdrawn or defeated the Bill now before the Parliament of Canada known as the 'Quebec and Ontario Railway Bill.'

"THAT they will, at the expense of the purchaser and upon his request, give all the assistance in their power towards obtaining from municipalities on the line of Railway such bonuses as may be reasonably asked for in the interest of the said Railway.

"THE purchaser agrees that on the transfer of stock, and on delivering over the books, papers and property of the Company, and on satisfactory evidence being furnished, that all debts and liabilities of the Company, except as above mentioned, have been discharged so that the Charter with all its rights and privileges shall be intact and clear of encumbrance, and on the performance by the vendors of their part of this agreement in all respects, to the satisfaction of the purchaser's solicitor, or the Honorable M. C. Cameron, as above mentioned, and immediately after the election of Board of Directors named by him, he will pay to their attorney or assigns the sum of Thirty-three thousand five hundred dollars.

"THE purchaser agrees that if required by the vendors, on the transfer to him of five hundred and sixty shares of the said stock, and on delivery of the Stock and Minute Book of the Company, he will pay over to them or their duly appointed agent, for the purpose of enabling them to procure an assignment of the Fowler claim and the discharge of the debts of the Company, the sum of Six thousand dollars, and will pay the balance of the said purchase money on the complete performance by them of their part of the agreement.

"In witness whereof the said parties have hereto set their hands and affixed their seals the day and year first above written."

#### HOW THE CHARTER WAS PAID FOR.

Subsequent to this, Messrs. Scott and Dumble gave to W. B. Scarth an order on W. Gooderham, Jun., for \$10,000 in payment of the interest of Messrs.