

land not necessary to be retained for gravel pits, sidings, branches, wood yards, station grounds or workshops, or for effectually repairing, maintaining and using to the greatest advantage of the said Railway and other works connected therewith.

- 5 16. The Company may enter into an agreement with the said Trustees, and with any proprietor or proprietors of land over whose property the said Railway may go, as to the making and keeping up of the fences separating the said Railway from such lands, and as to the making and keeping up of any gates, bridges, culverts, crossings, or cattle guards, and as to the consequence of the neglect of keeping the same or any of them in repair, and such agreement being registered in the Registry Office for the County wherein the land is situated, shall be binding as well on the then proprietors of such land, and on such Trustees as on their successors, according to the terms and purport of such agreement, provided always that nothing in this section shall be considered as preventing the laws of prescription from applying to these transactions according to the usual course of the law in Lower Canada.

#### SCHEDULE A.

Know all men by these presents that I do hereby in consideration of paid to by the Mount Royal Railway Company, the receipt whereof is hereby acknowledged, grant, bargain, sell, convey, and confirm unto the said Mount Royal Railway Company, their successors and assigns forever, all that certain parcel or tract of land situate the same having been selected and laid out by the said Company for the purpose of their Railway; to have and to hold the said land and premises together, with everything appertaining thereto, to the said Mount Royal Railway Company, their successors and assigns forever.

#### SCHEDULE B.

#### MOUNT ROYAL RAILWAY COMPANY.

This Debenture witnesseth that the Mount Royal Railway Company, under the authority of the Act passed by the Parliament of Canada, in the twenty-eighth year of Her Majesty's Reign, intituled: An Act to incorporate the Mount Royal Railway Company, 186—, have received from of the sum of as a loan, to bear interest from the date hereof at the rate of per centum per annum, payable half yearly on the day of and on the day of, which sum of the said Company bind and oblige themselves to pay on the to the said or to the bearer hereof, and to pay the interest thereon half-yearly as aforesaid, on the production of the coupons therefor, which now form part of the Debenture, and for the due payment of the said sum of