

powers of the said Railway Company under their special Acts relating thereto, and may exercise their powers either in the name of the Corporation of the said Town, or in that of the said Railway Company, in their discretion, and in the latter case, shall indemnify and hold harmless the said Railway Company, from all costs, damages, and 5 trouble whatsoever in the premises.

Upon tender of such right of way to the Railway Co. within one year the Company shall make such branch with the requisite works: in satisfaction of all suits, &c.

3. Upon tender by or on behalf of the said Council to the said Railway Company, free and clear of all costs or charges whatsoever, within one year from the passing of this Act, of a good and sufficient deed or deeds of conveyance, of all lands, rights, and easements requisite for the 10 purposes aforesaid, or in default thereof, then, upon tender of such awards, agreements or evidence of payments of compensation into Court, as may be sufficient under the eleventh section of "The Railway Act," to empower the said Railway Company to take possession of and hold the said lands, rights, and easements, and to construct the said Switch- 15 or Branch Railway,—the said Railway Company shall forthwith construct the said Switch or Branch Railway, together with such station and other buildings, at or near the wharf aforesaid, as may be requisite for the convenient and proper accommodation of the trade of the Town of Barrie and of the surrounding country, to be transacted at such 20 station; and the same shall thenceforth form part of the Railway of the said Company, and shall be duly maintained and worked as such, and the completion of the said Switch or Branch Railway by the said Company, in accordance with the requirements of this Act, shall be deemed and taken to be a complete satisfaction and discharge of all 25 suits, actions, rights of actions, awards, judgments, claims, and demands heretofore existing on the part of the said Corporation for and in respect of the said Switch or Branch Railway or any matter or thing relating thereto.

Right of way vested in the Company free of all claims.

4. Every such award, agreement or evidence of payment into Court 30 as may be so tendered as aforesaid, shall vest in the said Railway Company an absolute and indefeasible right to the property awarded or agreed for, or to do the thing for which compensation may have been awarded or agreed upon, as the case may be, and no party claiming interest, shall thereafter have or exercise any right or claim whatsoever 35 in the premises as against the said Railway Company, but all such rights or claims shall subsist and be exercised as against the said Corporation of the Town of Barrie only, to the entire exoneration of the said Railway Company for liability of any kind whatsoever.

In default of making such branch within one year, Company to pay \$20,000 and all expenses incurred in obtaining right of way

5. In default of the said Railway Company to construct and wholly 40 finish the said Switch or Branch Railway, together with the said station and buildings, within one year from such tender to them as aforesaid, they shall pay or cause to be paid forthwith to the Corporation of the said Town, the sum of twenty thousand dollars, by way of penalty for liquidated damages sustained by the said Town of Barrie in respect of 45 the said agreement, and also all such sum or sums of money as the said Corporation have or shall have paid to the parties interested for such rights of way, easements, and property, and in default of such payments, the said Corporation may maintain an action of debt against the said Company to recover the same, or any part thereof, in any Court 44 of competent Jurisdiction in this Province; and the earnings and property, real and personal, of the said Company shall be liable for the payment of any judgment that may be recovered against the said Company as aforesaid.