

*Forty-sixth* :—That should any difficulty arise between Her Majesty and the Company under any clause of this agreement, or respecting the carrying out of the same according to its true intent and meaning, such differences shall from time to time, as the same may arise, be referred to the award and determination of three arbitrators, one of whom shall be nominated by the Minister, one by the Company, and the third by the two so nominated; provided always, that if either party should for one month after notice that the other has nominated its arbitrator, omit or refuse to make a nomination, or if the two nominated should refuse or omit to nominate the third, then the Chief Justice of the Supreme court of Canada, or in his absence or refusal or inability to act, the Senior Puisne Judge present in Ottawa and willing to act, may on the application of either party on notice to the other nominate the required arbitrator.

*Forty-seventh* :—In case of the death or refusal to act of any arbitrator, or if for any other cause the office of any arbitrator becomes vacant, his successor shall be nominated in the same manner as is provided for his appointment in the first instance unless the parties otherwise agree, and in case such successor be not nominated by the party entitled to nominate him, within one month after the happening of the vacancy, and after receiving notice requiring him to make such nomination, then the said Chief Justice, under the circumstance aforesaid, or the Senior Puisne Judge willing to act, may on the application of either party, nominate such successor.

*Forty-eighth* :—The arbitrators so chosen shall, within one month after the last appointment, proceed to determine the matters referred, and they, or a majority of them, shall make and publish their award within one month thereafter, or within such further time as they shall in writing appoint, such extension of time to be made by a majority of the arbitrators, and the award of a majority of them shall be final.

*Forty-ninth* :—Nothing herein contained shall in any way merge or effect the claims or rights of Her Majesty, if any such there be, as they now exist against the Company or the property of the Company other than that which is the subject matter of this agreement.

*Fiftieth* :—Clause 20 of the agreement between the Company and the Intercolonial Railway dated July 17, 1879, is rescinded during the life of this agreement and all other clauses of said agreement inconsistent herewith.

In witness whereof these presents (in quadruplicate) have been signed by the Honourable the Minister of Railways and Canals, pursuant to Order in Council dated the 24th March, A.D. 1897, and the Seal of the Department of Railways and Canals has been hereto affixed, and the Company has hereto