

perfect the same, as shall reasonably be required of it, but such by-laws, rules and regulations, and such tariff, by whomsoever made and passed, shall be subject to the provisions of any Act or Acts of the Dominion Parliament, applicable to the said demised railway, and the Joliette Company will allow the Pacific Company to use the name of the Joliette Company in any suit or proceedings in which it may be necessary to use the same in connection with the working of the said demised railway, but all costs, damages and expenses which may arise from such use of the name of the Joliette Company shall be borne and paid by the Pacific Company.

8. The Pacific Company paying the rent and observing the provisions hereof, and all covenants and agreements herein on its part to be fulfilled, performed and observed, shall at all times have peaceable and undisturbed possession of the said demised railway within the term of demise above mentioned without any lawful interruption by the Joliette Company or any person or persons whomsoever.

9. The Pacific Company doth hereby for itself and its successors, covenant to and with the Joliette Company, its successors and assigns, as follows, that is to say:—

10. So long as it has possession of the said demised railway under these presents, the Pacific Company will pay therefor an annual rental of a sum equal to the interest payable on the aforesaid issue of bonds at a rate not exceeding four per cent per annum, payable half-yearly, and will also pay the interest payable on all such bonds, debentures, debenture stock and other securities bearing interest at a rate not exceeding four per cent per annum payable half-yearly, as the Joliette Company may at any time or times hereafter issue at the request of the Pacific Company, expressed in writing under its corporate seal, the total of all such bonds, debentures, debenture stock, and other securities which may from time to time be issued and outstanding, not exceeding at any time the amount which the Joliette Company is then by law authorized to issue; such rent may be paid direct to the respective holders of such bonds, debentures, debenture stock, and other securities in satisfaction of the interest thereon as and when such interest shall mature.

11. The Pacific Company agrees as a further term of this lease to redeem and pay off the bonds to the amount of one hundred and twenty-five thousand dollars, so to be issued by the Joliette Company as aforesaid as and when the same shall mature.

12. If at any time or times hereafter, it shall happen that the bonds, debentures, debenture stock or other securities in respect of which the Pacific Company has hereinbefore covenanted to pay interest by way of rental as aforesaid, or any portion thereof, shall by reason of being satisfied by the Joliette Company, or for any other reason, cease to carry interest, so that the Pacific Company is thenceforth absolutely exonerated from payment of such interest to any party other than the Joliette Company, then to the extent to which the Pacific Company is so exonerated, the amount of the interest which the Pacific Company has hereinbefore covenanted to pay thereon by way of rental, shall thenceforth be paid by the Pacific Company by way of rental to the Joliette Company, its successors