

ment, and that so long as those sums were duly paid to that company according to the terms of that agreement, but no longer, none of the holders of such mortgages or incumbrances should exercise any of their powers or rights against the undertaking or property of that company; but only against the said sums: And whereas by the last recited agreement, confirmed as aforesaid, it was further provided that a certain trust deed, dated the tenth day of January, one thousand eight hundred and sixty-five, and entered into for securing the said capitalised coupon bonds, should, as to any future operation thereof, be wholly void and of no effect, and that from the first day of January, one thousand eight hundred and seventy, the interest then payable by the Buffalo and Lake Huron Railway Company upon all its mortgages and bonds then outstanding (among which the bonds adopted by the said company, as hereinbefore recited, were intended and understood to be included) should be reduced from the rates of interest then payable thereon to the uniform rate of five pounds ten shillings per cent. per annum, provided that the same were duly paid half-yearly or within three calendar months from the day on which such interest should fall due, and that all arrears of interest due to mortgage bondholders and debenture holders of the same company to the thirty-first day of December, one thousand eight hundred and sixty-nine, including the arrears capitalised by the said trust deed of the tenth day of January, one thousand eight hundred and sixty-five, should, by the said company, be partly paid as therein mentioned, and the residue funded in five and half per cent. bonds: And whereas for carrying such funding into effect and for other purposes, the Buffalo and Lake Huron Railway Company, since the date of the last recited agreement, has issued bonds to a considerable amount, carrying interest at the rate of five pounds ten shillings per cent. per annum, but none of such bonds are secured on the undertaking of that company vested as aforesaid in the Grand Trunk Railway Company of Canada, or on any part thereof, notwithstanding the power in that behalf reserved to the former company by the said agreement: And whereas on the first day of August, one thousand eight hundred and seventy-two, the Buffalo and Lake Huron Railway Company made default in the payment of the principal of the first section first mortgage bonds, and thereupon a meeting of the holders of the several classes of bonds of or adopted by the said company was held in London, England, and at such meeting a committee was appointed, upon receiving the report of which a second meeting of the said bondholders, held in London aforesaid on the twentieth day of September, one thousand eight hundred and seventy-two, passed a resolution requesting the directors of the said company to apply for an Act for the conversion of the said bonds into permanent charges as hereinafter enacted: And whereas by a further resolution, passed at the last mentioned meeting, with the view of facilitating the contemplated arrangement, the holders of the first and second section first mortgage bonds were recommended to extend the period for the payment of their principal for two years and one year respectively, and were requested forthwith to lodge their bonds at the said company's office to be endorsed accordingly at five and a half per cent., which many of them have since done, and their bonds have been so endorsed: And whereas the total bonded indebtedness of the said company for principal does not now exceed the sum of seven hundred and sixty-three thousand seven hundred and fifty-eight pounds sterling: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows: