

by the said Corporation, as aforesaid, accruing due during the said three years, the following sums of money, namely:—On the first days of December and June, respectively, in each year of the said three years the sum of four thousand six hundred and fifteen dollars, the first of such payments to be made on the first day of December next, and the last on the first day of June, one thousand eight hundred and sixty-six, in all six payments of four thousand six hundred and fifteen dollars each, for which payment interest coupons of said mortgage bonds equal in amount to the sums so paid shall be delivered up to the said Company.

THIRD. The balance of the said three years interest coupons of the said bonds, (if any) shall remain attached to the said bonds, and in the keeping of the said Corporation, and shall be paid by the said Company with interest upon the same at the rate of six per cent. per annum, when, according to the terms of this agreement, the said Company shall be liable to pay the same.

FOURTH. The foregoing arrangement between the parties hereto deferring the payment of the said balance of the three years interest coupons in manner aforesaid until the end of the said three years, is in no way to affect the bonds or interest payable thereon, after the expiration of the said period of three years.

FIFTH. The said balance of the said three years interest coupons, the payment whereof has been deferred as aforesaid, shall not at any time be barred by the Statute of Limitations.

Provided always, and these presents are made and executed upon the following conditions namely: That the said Company shall not remove their work-shops or offices from the Town of Brantford, or cease working the same during the said period, or so long as the said coupons shall remain unpaid, or sell or dispose of their Road, or any part thereof, during the period aforesaid; and if the said Company shall not in all things perform the conditions and stipulations to be performed on their part, and make the payment hereinbefore mentioned as aforesaid, or in case the said Company shall not, in six months from the date hereof, proceed with the building of the bridge across the Niagara River, at or near Fort Erie, or the Road from Caledonia to Hamilton, or the Harbor at Goderich, or some one or more of them, and expend within the said three years on some one or more of the above mentioned works, or other permanent works, the sum of one hundred thousand pounds sterling, then these presents to be null and void, and the said deferred coupons shall become active and collectable by the said corporation according to the tenor and effect thereof, but not otherwise.

These presents are provisional and shall not be binding on the parties hereto, until the Legislature of this Province, shall pass an Act enabling the said Company to postpone the interest coupons on the residue of the Bonds of the said Company for a period of three years, and until such Act is accepted by, and becomes binding upon the residue of the bondholders of the said Company.

In witness whereof, the said parties have hereto respectively set their common seals, the day and year first above written.

Signed, sealed and delivered, in presence  
of E. B. WOOD. }

W. MACLEAN, Secretary.  
JAMES WREYMS, Mayor.