

Grand Trunk Railway Act, 1867," it was enacted, that it should be lawful for the said two Companies, from time to time, during the continuance of the Agreement of 1864, by Agreement under their respective Common Seals, to alter and vary its terms and conditions in so far as related to all, or any of the several matters in the 1st, 2nd, 4th, 5th, 6th, and 7th clauses of the said Agreement of 1864 contained; subject nevertheless, to a proviso that no such new Agreement should have any effect for any period in excess of twenty-one years declared in the said seventh clause, nor unless, and until confirmed at General Meetings of the respective Companies specially convened for the purposes, at which meetings, Bondholders, as well as Stockholders and Shareholders should be entitled to vote. And whereas, difficulties have arisen in carrying out the Agreement of 1864, and the said Companies have agreed, subject to confirmation at such General Meetings as aforesaid, of their respective Companies to alter the terms of the said Agreement of 1864, and lest such alteration should not be within the power of alteration, given by the Act of 1867, as aforesaid, it has been agreed, subject to Article 21, hereinafter contained, to cancel the said Agreement of 1864, as from the date hereinafter mentioned, and to substitute this Agreement in its place, and to apply to the Legislature of the Dominion of Canada for confirmation thereof: Now therefore, it is hereby mutually agreed and declared by and between the said Companies, each of the said Companies covenanting for itself and its successors, with the other of the said Companies and its successors, in manner following, that is to say:

1. The sum of £30,000 already paid by the Grand Trunk Company to the Buffalo Company, shall be considered and accepted by both Companies as in full and final Settlement of all Accounts between them, and of all share of profits or money upon any Account, due from either Company to the other, as up to the 30th day of June, 1868.

2. In respect of the period between the 1st of July, 1868, and the 1st July, 1869, the sum of £42,500 shall be taken as the share of the Buffalo Company, in the net receipts of the undertaking under the Agreement of 1864, including all interest and in settlement of all other claims whatsoever of either Company upon the other, up to the 1st of July, 1869, The Buffalo Company hereby agreeing to accept for this £42,500 Equipment Mortgage Bonds, No. 2, having 50 years to run, bearing interest at £6 per cent. per annum, to be issued by the Grand Trunk Company, under The Grand Trunk Railway Act, 1867; The Bonds to be taken at par in lieu of cash, and to bear interest as from the 1st of July, 1869. The Grand Trunk Company; shall, on the execution of this Agreement, forthwith issue and deposit these Bonds in the hands of the Chairman of the Grand Trunk Company and the Chairman of the Buffalo Company, immediately after the confirmation of this Agreement by the Legislature of Canada, the Bonds shall be handed over to the Buffalo Company.

3. As from the 1st of July, 1869, the Agreement of 1864 shall be, and the same is hereby cancelled, and all rights and liabilities of either Company thereunder shall wholly cease and determine.

4. As from the 1st of July, 1869, the Railway and Works, Stores, rolling Stock and surplus lands, and all other the property and rights of the Buffalo Company, except the £30,000 mentioned