

said Association, when and so soon as the said line of railroad is commenced and the fences put up in a lawful manner.

And we have also fixed and ascertained the annual rent for the use and occupation of the said lands, laid off as aforesaid as follows, that is to say, for so much thereof clear of any fences or ditches as shall be requisite and necessary for the purpose of the said rail road, when so extended as aforesaid, the same to be ascertained by actual measurement by a sworn deputy surveyor of land when the said rail road is formed, which is now in possession of the said Robert and William Dunbar, &c., &c., the annual rent of four pounds for each and every acre and so in proportion for any lesser quantity that may be requisite, &c. (N.B.—Other lots are at two pounds, two pounds ten shillings, three pounds, five pounds), which said sums hereby fixed for rent, being also of like lawful money as aforesaid, and to be paid by the said trustees in twelve months from and after the time when the proceedings had or to had under the said precept shall have been confirmed, and soon yearly and each year thereafter, so long as they continue to occupy the said rail road. Provided always that such owner or owners, tenant or tenants, or such other person or persons entitled to receive such annual rent as aforesaid, do and shall from time to time, and at all times hereafter, so long as the said line so laid off and marked as aforesaid shall be held and occupied as aforesaid, at his or their expense, cost and charges, repair and keep in repair all such fences as he, she, or they are bound to put up in manner aforesaid, and in default thereof the said association shall be at liberty to repair and keep in repair all such fences, and retain out of the annual rent aforesaid the reasonable expense and cost of the same. \* \* \* And we have further considered that there shall be made at the expense of the said Association, either across or under the said rail road, when the same is formed and completed, suitable and commodious places for the owner or owners, tenant or tenants respectively of the several tracts of land through, over or within which the said line for the said railroad has been laid off and unmarked as aforesaid, to pass and repass from one part of the said tracts of land to the other, the said passing places to be in such part of the said line as will admit of their being made by a bridge at least fourteen feet above the level of the rails to be laid on the said road, or at such other part thereof as will admit of their being made to pass under the said line of rails, and to be at least ten feet clear, at the option of the owners, of the soil opposite thereto, and in case there shall not be on any of the said tracts of land an embankment of sufficient height or cutting of a sufficient depth, to admit of a passing place to be made as before described, then there shall be made as aforesaid one at such place on the said line, as there shall be neither a cutting nor embankment of more than three feet, such place to be pointed out by the owner opposite, and we further consider the number of said passing places shall be as follows, &c.

In witness we have hereto subscribed our names at the house of James Fraser, Innkeeper, at New Glasgow, this eighth day of May, one thousand eight hundred and thirty-four, having been three days engaged in this business, to us referred as aforesaid, in the presence of the said John W. Harris, who has subscribed his name hereto.

(Signed) Alex. McDonald.

his  
George X Gratto,

mark

John Adamsou.

Peter McLanchlan.

Joseph Trimmman.

his

James X Prerin,

mark

William Wylie.

Donald McGilveray.

Duncan McDougall.

John Lippincott.

Edward Patterson.

Jas. Purvis.

John W. Harris.

Depty. Sheriff.