

Great North-West Central Railway Co.

MEMORANDUM BY J. A. CODD.

For the purpose of explaining the present position of the Company, I desire to state as follows:

That by the Act of Parliament of the Dominion of Canada, 49 Vic., Chap. 2, 1886, authority was given to the Governor-in-Council to issue a Charter for the purpose of incorporating the persons undertaking the construction of the North-West Central Railway, provided always that in the event of a Company being so incorporated, it should be provided in the Charter that such Company should be subject to all the then present legal obligations of the North-West Central Railway Company.

At the date referred to in the said Act, the North-West Central Railway Company had legal obligations to me, and through me to other persons, amounting to a large sum of money, actually expended, and also for heavy losses incurred through the default of the said Company; and that it was at my instigation, through friends to whom I had made the suggestion, that such Act was passed, and that it provided for the payment of such claims so far as the courts might decree them to be legal.

On the 22d July, 1886, a Charter was issued by the Governor-General-in-Council, but did *not* provide that the new Company should be liable for the legal obligations of the old North-West Central Company, as required by the Act 49, Chap. 2, but excluded all liabilities except those due for actual construction or material supplied, thereby destroying my recourse against the Company by ordinary process of law, for the amounts due to me and for which I was liable to others, and still remain liable.

On the 12th September, 1887, the Company entered into an agreement with Her Majesty by which the Company was bound to construct and equip the line [not according to the requirements of the Government or their Engineer from time to time], but according to the conditions set forth in such agreement and in the specification forming a part of it. The said agreement and specification provided, among other things:

1. That the Company should build the line from a point on the Canadian Pacific Railway at or near Brandon—meaning thereby that a permanent connection should be made at such a point with the railway of the Canadian Pacific Company, for the exchange of traffic and perpetual working of the railway in accordance with the provisions of Sub-Section 14, Section 6, Part I. of R. S. 109, which provisions are contained in the Railway Act, 1888, Section 173; and it was provided that at such terminal point, sufficient siding accommodation, station, tanks, turn-tables or "Y," and other structures and buildings necessary to meet the requirements of the traffic should be provided, meaning thereby that the terminal point of such railway should be a permanent one, suitable for the erection of such buildings.

2. That the said agreement with Her Majesty also provided that the Company should provide at other points such other stations,