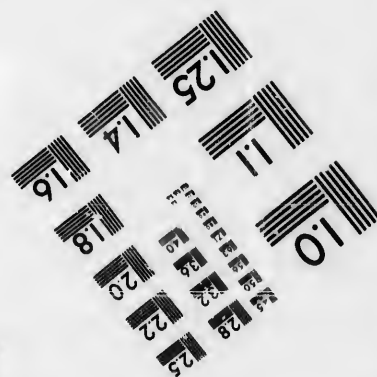
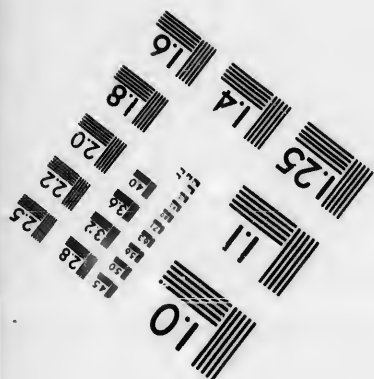
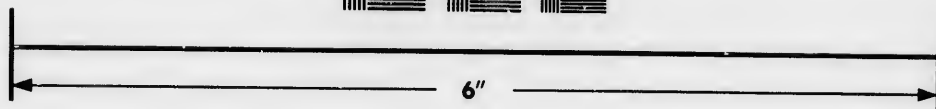
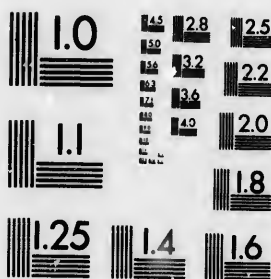


**IMAGE EVALUATION  
TEST TARGET (MT-3)**



**Photographic  
Sciences  
Corporation**

23 WEST MAIN STREET  
WEBSTER, N. Y. 14580  
(716) 872-4503

13 16 28  
18 22 25  
20  
18

**CIHM/ICMH  
Microfiche  
Series.**

**CIHM/ICMH  
Collection de  
microfiches.**



Canadian Institute for Historical Microreproductions / Institut canadien de microreproductions historiques

10

**© 1987**

Technical and Bibliographic Notes/Notes techniques et bibliographiques

The Institute has attempted to obtain the best original copy available for filming. Features of this copy which may be bibliographically unique, which may alter any of the images in the reproduction, or which may significantly change the usual method of filming, are checked below.

L'Institut a microfilmé le meilleur exemplaire qu'il lui a été possible de se procurer. Les détails de cet exemplaire qui sont peut-être uniques du point de vue bibliographique, qui peuvent modifier une image reproduite, ou qui peuvent exiger une modification dans la méthode normale de filmage sont indiqués ci-dessous.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Coloured covers/<br>Couverture de couleur  | <input type="checkbox"/> Coloured pages/<br>Pages de couleur   |
| <input type="checkbox"/> Covers damaged/<br>Couverture endommagée  | <input type="checkbox"/> Pages damaged/<br>Pages endommagées   |
| <input type="checkbox"/> Covers restored and/or laminated/<br>Couverture restaurée et/ou pelliculée  | <input type="checkbox"/> Pages restored and/or laminated/<br>Pages restaurées et/ou pelliculées  |
| <input type="checkbox"/> Cover title missing/<br>Le titre de couverture manque   | <input checked="" type="checkbox"/> Pages discoloured, stained or foxed/<br>Pages décolorées, tachetées ou piquées   |
| <input type="checkbox"/> Coloured maps/<br>Cartes géographiques en couleur   | <input type="checkbox"/> Pages detached/<br>Pages détachées  |
| <input type="checkbox"/> Coloured ink (i.e. other than blue or black)/<br>Encre de couleur (i.e. autre que bleue ou noire)   | <input checked="" type="checkbox"/> Showthrough/<br>Transparence   |
| <input type="checkbox"/> Coloured plates and/or illustrations/<br>Planches et/ou illustrations en couleur  | <input type="checkbox"/> Quality of print varies/<br>Qualité inégale de l'impression   |
| <input type="checkbox"/> Bound with other material/<br>Relié avec d'autres documents   | <input type="checkbox"/> Includes supplementary material/<br>Comprend du matériel supplémentaire   |
| <input type="checkbox"/> Tight binding may cause shadows or distortion<br>along interior margin/<br>Le reliure serrée peut causer de l'ombre ou de la<br>distorsion le long de la marge intérieure   | <input type="checkbox"/> Only edition available/<br>Seule édition disponible   |
| <input type="checkbox"/> Blank leaves added during restoration may<br>appear within the text. Whenever possible, these<br>have been omitted from filming/<br>Il se peut que certaines pages blanches ajoutées<br>lors d'une restauration apparaissent dans le texte,<br>mais, lorsque cela était possible, ces pages n'ont<br>pas été filmées. | <input type="checkbox"/> Pages wholly or partially obscured by errata<br>slips, tissues, etc., have been refilmed to<br>ensure the best possible image/<br>Les pages totalement ou partiellement<br>obscurcies par un feuillet d'errata, une pelure,<br>etc., ont été filmées à nouveau de façon à<br>obtenir la meilleure image possible. |
| <input type="checkbox"/> Additional comments:/<br>Commentaires supplémentaires:  |  |

This item is filmed at the reduction ratio checked below/  
Ce document est filmé au taux de réduction indiqué ci-dessous.

10X	12X	14X	16X	18X	20X	22X	24X	26X	28X	30X	32X
						/					

ails  
du  
odifier  
une  
mage

The copy filmed here has been reproduced thanks to the generosity of:

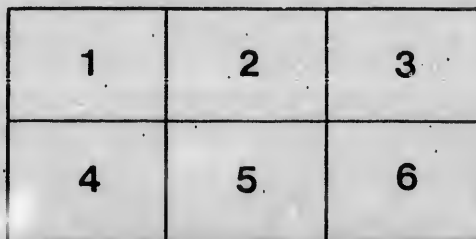
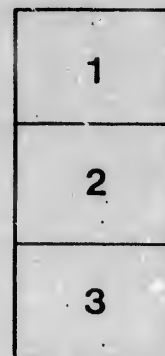
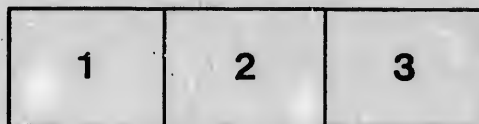
Seminary of Quebec  
Library

The images appearing here are the best quality possible considering the condition and legibility of the original copy and in keeping with the filming contract specifications.

Original copies in printed paper covers are filmed beginning with the front cover and ending on the last page with a printed or illustrated impression, or the back cover when appropriate. All other original copies are filmed beginning on the first page with a printed or illustrated impression, and ending on the last page with a printed or illustrated impression.

The last recorded frame on each microfiche shell contain the symbol  $\rightarrow$  (meaning "CONTINUED"), or the symbol  $\nabla$  (meaning "END"), whichever applies.

Maps, plates, charts, etc., may be filmed at different reduction ratios. Those too large to be entirely included in one exposure are filmed beginning in the upper left hand corner, left to right and top to bottom, as many frames as required. The following diagrams illustrate the method:



L'exemplaire filmé fut reproduit grâce à la générosité de:

Séminaire de Québec  
Bibliothèque

Les images suivantes ont été reproduites avec le plus grand soin, compte tenu de la condition et de la netteté de l'exemplaire filmé, et en conformité avec les conditions du contrat de filmage.

Les exemplaires originaux dont la couverture en papier est imprimée sont filmés en commençant par le premier plat et en terminant soit par la dernière page qui comporte une empreinte d'impression ou d'illustration, soit par le second plat, selon le cas. Tous les autres exemplaires originaux sont filmés en commençant par la première page qui comporte une empreinte d'impression ou d'illustration et en terminant par la dernière page qui comporte une telle empreinte.

Un des symboles suivants apparaîtra sur la dernière image de chaque microfiche, selon le cas: le symbole  $\rightarrow$  signifie "A SUIVRE", le symbole  $\nabla$  signifie "FIN".

Les cartes, planches, tableaux, etc., peuvent être filmés à des taux de réduction différents. Lorsque le document est trop grand pour être reproduit en un seul cliché, il est filmé à partir de l'angle supérieur gauche, de gauche à droite, et de haut en bas, en prenant le nombre d'images nécessaire. Les diagrammes suivants illustrent la méthode.

rata

elure,  
à

2X

*Chemin de fer N°4*

*210*



*Bibliothèque,  
Le Séminaire de Québec,  
3, rue de l'Université,  
Québec 4, QUE.*

NORTH SHORE RAILWAY  
OF CANADA

MORTGAGE BOND.



THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

RESEARCH REPORT



BY [Illegible Name]

NORTH SHORE RAILWAY  
OF CANADA  
MORTGAGE BOND.

---

**On the Sixth day of July,**  
in the year of Our Lord one thousand eight hundred  
and seventy-two.

BEFORE J. A. CHARLEBOIS, Notary Public, duly com-  
missioned and sworn for the Province of Quebec, residing  
in the City of Quebec, personally came and appeared THE  
NORTH SHORE RAILWAY COMPANY, a body corporate duly  
incorporated and represented herein by the Honorable  
JOSEPH CAUCHON, of the City of Quebec, Speaker of the  
Senate of Canada, and President of the said North Shore  
Railway Company, and duly authorized to act herein on  
their behalf, party of the First Part.

And Sir HUGH ALLAN, Knight, of the City of Montreal,  
hereinafter called the party of the Second Part.

Which said parties did covenant and agree together in  
presence of me, the said Notary, as follows :

WHEREAS, the said North Shore Railway Company has  
been duly incorporated by act of the Legislature of the

Late Province of Canada, with power by themselves, their deputies, agents, officers, workmen, and servants to make and complete a railway to be called the North Shore Railway, from any point within the City of Quebec, to any point within the limits of the City of Montreal, or to carry such railway by a line in the rear of the City last named to any point in the County of Montreal beyond or to the westward of the said City, and also another railway known as the Piles branch, and extending from some point at or near the City of Three Rivers to the Grandes Piles ; and whereas by an act passed by the Legislature of the Province of Quebec, in the thirty-fourth year of Her Majesty's Reign (1870) chapter twenty-two, entitled " an Act to extend the period for the completion of the works of the North Shore Railway and the St. Maurice Navigation and Land Company," the acts respecting the said North Shore Railway Company were amended, and it was amongst other things enacted that the said Company might raise by way of loan upon their bonds or debentures, in addition to their authorized capital stock, any sum of money not exceeding SIX MILLION DOLLARS as might be expedient or necessary for completing, maintaining, and working the railway, at a rate of interest not exceeding eight per cent per annum ; and to make the bonds, debentures or other securities granted for the sum so borrowed, payable either in currency or sterling, and at such place or places as might be deemed advisable, and to hypothecate, mortgage or pledge the lands, tolls, revenues and other property of the Company for the due payment of the said sums and the interest thereon :

AND WHEREAS by another act passed by the Legislature of the said Province of Quebec, in the year last aforesaid, chapter twenty-one, entitled " An act to provide for the granting of certain lands in aid of the Railway Companies therein mentioned," it was enacted that the Lieutenant-Governor in Council, might grant to the North Shore Railway and St. Maurice Navigation and Land



Company, now called the North Shore Railway Company, for building the North Shore Railroad from Quebec to Montreal and the road to the Grandes Piles, and the establishment of a line of Steamers on the St. Maurice, as mentioned in the act of the Legislature of the late Province of Canada, entitled : " An act to incorporate the St. Maurice Railway and Navigation Company," two million acres of land, to be chosen and allotted by the Lieutenant-Governor in Council, on the report of the Commissioner of Crown Lands, from within certain blocks of land particularly described in the said act, in a corresponding proportion as regards quality and quantity as those granted under the said act for the construction of a Railway from Montreal to Aylmer ; the said Company to be entitled to such grant so soon as the said Railways shall have been completed, and put in operation to the entire satisfaction of the Lieutenant-Governor in Council, and Steam navigation put in operation on the St. Maurice.

But the Lieutenant-Governor in Council, if he think proper, may, nevertheless, when it is established that the said Company is actively engaged in the construction of its works, grant to it for each twenty-five miles of road completed, a portion of the said lands proportioned in extent to such length of road ;

AND WHEREAS, for the purpose of constructing the said line of Railway hereinafter and hereinbefore more particularly described, the said party of the First Part has made and delivered to the said party of the Second Part its debentures or bonds, designated the *North Shore Railway land grant first mortgage sinking fund debentures*, bearing seven per cent interest, amounting in the aggregate to the sum of six million Dollars, all of which bear date the Sixth day of July, A. D. 1872, and payable, principal and interest, at the office or agency of the party of the First Part, at the FARMERS LOAN AND TRUST COMPANY, in the CITY OF NEW YORK, UNITED STATES OF AMERICA,

bear interest from their date at the rate of seven per cent per annum, payable semi annually on the first day of July and January in each and every year, and numbered consecutively from 1 to 6,000, and each for one thousand dollars, and all of like tenor and effect, in form following :

DOMINION OF CANADA.

PROVINCE OF QUEBEC.

*North Shore Railway Company.*

First Mortgage Land Grant Gold Debentures—Seven per cent interest.

THIS DÉBENTURE witnesseth that the North Shore Railway Company, under the authority of their Act of incorporation, have borrowed and received from Sir Hugh Allan, the sum of one thousand dollars lawful money of the Dominion of Canada, as a loan to bear interest at the rate of seven per centum per annum from the date hereof, the said interest payable half yearly, on the first day of January and the first day of July in each year, at the office of the Farmers Loan and Trust Company, in the City of New York, United States of America, to the said Sir Hugh Allan or the bearer of the proper interest coupon hereunto attached, and that the said Company promise and bind themselves to pay the principal sum so borrowed as aforesaid to the said Sir Hugh Allan or the bearer hereof, at the office of the said Farmers Loan and Trust Company, on the first day of July, one thousand nine hundred and seven, and said interest coupons as they severally become due at the office of the said Farmers Loan and Trust Company, and for the due payment of the said principal sum, and interest, the said Company, under the authority of their act of incorporation, have mortgaged and hypothecated the whole of the Railway called the North Shore Railway, from its terminus at Quebec, to its terminus at Montreal, both termini inclusive, and all appurtenances thereof, including the two million acres of land granted to said

Railway Company by the Province of Quebec, to wit: by a deed of Mortgage and hypothecation of the said Railway appurtenances and land grant, duly executed by the said Company to Sir Hugh Allan, of Montreal, in Canada, Knight, as Trustee, for the holders of the said debentures, before J. A. Charlebois, Notary Public, the sixth day of July, 1872, and heretofore duly registered in each of the Registration Divisions through which the said Railway passes.

THIS DEBENTURE is one of an issue, amounting to six million dollars, and consisting of six thousand bonds of one thousand dollars each, numbered consecutively from 1 to 6000 inclusive.

THIS BOND is entitled to the benefit of the sinking fund by the said mortgage provided for, and is receivable by the said North Shore Railway Company at par as to its principal and accrued interest, in payment for any of the lands or timber standing thereon, granted to the said Company in aid of the construction of the Railway herein described, at the price at which said land shall be sold for gold coin. This debenture shall pass by delivery, or by transfer on the books of the North Shore Railway Company, at their office, in the Province of Quebec and New York, or at any other place where the said Company shall keep such transfer Books. After a registration of ownership certified hereon by the transfer Agent of the Company, no transfer, except upon the Books of the Company, shall be valid unless the last transfer be to bearer, which shall restore transferability by delivery. But this debenture shall continue subject to successive registration or to transfer to bearer as aforesaid, at the option of each holder.

THIS DEBENTURE shall not become obligatory until it shall have been authenticated by the signature of the Trustee.

IN WITNESS WHEREOF the Honorable Joseph Cauchon, the President, and A. H. Verret the Secretary of the said

Company have hereunto set their hands and affixed the common Seal of the said Company, at the City of Quebec, on the                    day of July one thousand eight hundred and seventy-two.

Authenticated

President.

[L. S.]

Trustee.

Secretary.

AND WHEREAS the intention of these presents, is and is hereby declared to be, that all of the debentures herein mentioned, amounting in the aggregate to (\$ 3,000,000) Six Million Dollars aforesaid, shall be equally in all respects secured by these presents, without preference, priority or discrimination on account of or with reference to the times of the actual issue of the said debentures or any of them.

NOW THEREFORE the said Notary witnesseth, that the said Party of the First Part, for and in consideration of the premises, in order to secure the payment of the principal and interest of the debentures aforesaid, issued or to be issued as herein recited and provided, and every part of said principal and interest as the same shall become payable, according to the tenor of the said debentures and of the Coupons thereto annexed, hath mortgaged and hypothecated, and by these presents doth mortgage and hypothecate unto the said party of the Second Part, his successors and assigns, all and singular the Railway of the party of the First Part now being constructed from the said City of Quebec to the said City of Montreal, and the Branch thereof to the Grandes Piles, and each and every part and portion thereof according as the same may be constructed, and all the land, railways, rails, bridges,

fences, right of way, stations, depot ground, stables, houses and other buildings now held or owned, or which may hereafter be held or owned by the said Company, for the purpose of constructing, operating, and maintaining the said Railway or the accommodation of the business thereof, and also all the tolls, incomes, rents, issues, profits and alienable franchises of the said Company, connected with their Railway or relating thereto, and also the locomotives or stationary engines, tenders and cars of every description, machinery and machine shops, tools and implements and materials connected with or intended for the construction, equipment, operating and conducting of such Railway now owned or hereafter to be acquired by the said Company, all which are declared to be appurtenances and fixtures of the said Railway, and are to be used and sold therewith and not separated therefrom, and are to be treated as part thereof, and the said Company agree to furnish to the said Trustee or to his successors, from time to time upon their or either of their request, a true and full inventory of their moveable property appertaining to the said Company and the operation of their said road, and conveyed or intended so to be by these presents, but no default to demand or to furnish such inventory shall impair the operation or effect of these presents upon all or any of the property hereby hypothecated.

And the party of the First Part, for the consideration hereinbefore expressed, and for the more ample and perfect security for the payment of the debentures aforesaid, and the interest thereon and any part thereof, as the same shall become due from time to time, according to the tenor and effect thereof, have granted, bargained, sold, conveyed, assigned and confirmed, and by these presents do grant, bargain, sell, convey, assign, and confirm unto the said party of the Second Part and his successor in the trust hereby created, all the right, title, interest, claim or demand, which the party of the First Part now has or may hereafter acquire in and to the two million acres of land so

granted to the party of the First Part as hereinbefore set forth; which lands are particularly described and seth forth in the schedule hereto annexed, which with the map thereof is hereby declared to be a part of this deed. And doth further assign and make over to the said party of the Second Part the right to obtain from the Government of the Province of Quebec, the Letters Patent for the said lands as they shall become entitled to the same, and the said party of the First Part hereby consents that the Patent for the said lands shall be taken out in the name of the said party of the Second Part, and the said lands sold by him for the purpose of the present trust.

TO HAVE AND TO HOLD, the above mentioned and described two million acres of land unto the said party of the Second Part, his successors and assigns, to his and their own and only proper use, benefit, and behoof for ever; *in trust* nevertheless, to and for the uses and purposes, and subject to the powers herein declared, granted or expressed, to wit:

ARTICLE FIRST.—That the party of the First Part shall and will pay the principal and interest of said debentures to the several holders or owners thereof, when and as the same shall become due and payable, according to the tenor and effect of the said debentures and coupons.

ARTICLE SECOND.—Until default shall be made in the payment of the principal or interest, or some part thereof, of the said debentures, or some one of them, or until default shall be made, or have occurred, in respect to some thing by these presents required to be observed, performed, or kept by the party of the First Part to said party of the Second Part, the said party of the First Part shall be suffered and permitted to possess, manage, operate and enjoy the Railway, equipment, appurtenances, property and franchises aforesaid, and to take and use the rents, revenues, incomes, profits, tolls, and issues thereof, in the same

manner and with the same effect as if this deed had not been made

ARTICLE THIRD.—In case default shall be made in the payment of any interest on any of the aforesaid debentures issued or to be issued, according to the tenor of the coupons thereto annexed, or the provisions hereof, or in any requirements hereof to be done or kept by the party of the First Part to said party of the Second Part, and if such default shall continue for the period of six months, it shall be lawful for the said Trustee or his successor, personally, or by his attorneys or agents, to enter into, and upon all and singular the premises hereby mortgaged and hypothecated; and also on the lands hereby conveyed or intended so to be, and each and every part thereof, and to have, hold and use the same, operating by his superintendents, managers, receivers or servants, or other attorneys or agents, the said Railway, and conducting the business thereof, and exercising the franchises pertaining thereto, and making from time to time all repairs and replacements, and such useful alterations, additions and improvements thereto as may seem to him to be judicious; and to collect and receive all tolls, freights, incomes, rents, issues and profits of the same and of every part thereof; and after deducting the expenses of operating said Railway and conducting its business, and of all the said repairs, replacements, alterations, additions and improvements, and all payments which may be made for taxes, assessments, charges or liens, prior to the lien of these presents upon the said premises or any part thereof, as well as just compensation for his own services, and for the services of such attorneys and counsel as may have been by him employed, to apply the moneys arising as aforesaid to the payment of interest in the order in which such interest shall have become or shall become due, ratably to the persons holding the coupons evidencing the right to such interest. And in case all the said payments shall have been made in full, and no sale shall have been made in conformity hereto, the said Trustee, after

making such provision as to him may seem advisable for any half year's interest next to fall due, shall restore the possession of the premises hereby hypothecated and conveyed, unto the said party of the First Part, its successors or assigns; provided, that if any of the defaults hereinbefore specified be subsequently made, such restoration shall not, nor shall any previous entry be construed to exhaust, or in any manner impair the powers of entry or sale, or any power hereby granted to or conferred upon the said Trustee.

ARTICLE FOURTH.—In case default shall be made as aforesaid and shall continue as aforesaid, or in case default shall be made in the payment of any principal of any of the said bonds, it shall likewise be lawful for the said Trustee, after entry as aforesaid or other entry, or without entry, to sell and dispose of all and singular the premises hereby hypothecated and conveyed or intended so to be, or any part thereof, at public auction, in the City of Quebec, or at such place within the Dominion in which the said Railway is situate, as the said Trustee may designate, and at such time as he may appoint, having first given notice of the place and the time of such sale, by advertisement, published not less than for ten weeks, in one or more newspapers in each of the Cities of Quebec and Montreal, or to adjourn the said sale from time to time in his discretion, and if so adjourning, to make the same without further notice, at the time and place to which the same may be so adjourned; and to make and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds in the law for the same *in fee simple*, which shall be made as aforesaid, shall be a perpetual bar, both in law and equity, against the party of the First Part, and all other persons lawfully claiming the said premises or any part thereof by, from, through or under the said party of the First Part; and after deducting from the proceeds of such sale just allowances for all expenses of the said sale, including attorneys and counsel fees, and all other



expenses, advances or liabilities which may have been made by him for taxes and assessments, and for charges and liens prior to the lien of these presents on the said premises, or any part thereof, as well as compensation for his services, to apply the said proceeds to the payment of the principal of such of the aforesaid bonds as may be at that time unpaid, whether or not the same shall have previously become due, and of the interest which shall at that time have accrued on the said principal and be unpaid, without discrimination or preference, but ratably to the aggregate amount of such unpaid principal and accrued and unpaid interest; and if, after the satisfaction thereof, a surplus of the said proceeds shall remain, to pay over the said surplus to the said Railway Company, or to render the same as any Court of competent jurisdiction shall order.

AND it is hereby declared that the receipt or receipts of the said Trustee shall be a sufficient discharge to the purchaser or purchasers; and his or their heirs, executors or administrators shall not, after payment thereof, and having such receipt, be liable to see to its being applied upon or for the trusts and purposes of these presents, or in any manner howsoever be answerable for any loss, misapplication or non-application of such purchase money or any part thereof, or be obliged to inquire into the necessity, expediency or authority of or for any such sale.

ARTICLE FIFTH.—At any sale of the aforesaid property, or any part thereof, whether made by virtue of the power herein granted, or by judicial authority, the Trustee may in his discretion, bid for and purchase, or cause to be bidden for and purchased, the property so sold, or any part thereof, in behalf of the holders of the bonds secured by this instrument and then outstanding, in the proportion of the respective interests of such bond holders, at a reasonable price, if but a portion of the said property shall be sold; or if all of it be sold, at a price not exceeding the whole amount of such bonds then outstanding with the interest accrued thereon.

ARTICLE SIXTH.—In case default shall be made in the payment of any half year's interest, on any of the aforesaid bonds, at the time and in the manner determined in the Coupon issued therewith, provided the said Coupon having been presented, and the payment of the interest thereon specified having been demanded, and if such default shall continue for the period of six months after the said Coupon shall have become due and payable, then and thereupon the principal of all the bonds secured hereby shall, at the election of the Trustee, become immediately due and payable, anything contained in the said bonds or herein to the contrary notwithstanding; but a majority in interest of the holders of said bonds may, by an instrument in writing signed by said majority, before the interest in arrears shall be paid, instruct the Trustee to declare the said principal to be due, or to waive the right so to declare, on such terms and conditions as such majority shall deem proper, or may annul or reverse the election of the Trustee, provided that no action of the Trustee or bond holder shall extend to, or be taken to affect any subsequent default, or to impair the rights resulting therefrom.

ARTICLE SEVENTH.—On the first day of July of each year, commencing in the year one thousand eight hundred and seventy-eight, or within sixty days thereafter, there shall be paid over to, or a like amount of the Bonds of the party of the First Part at the par value, shall be deposited with the said Trustee as a sinking fund for the redemption of the Bonds secured by these presents, such amount annually as will redeem two million dollars of said Bonds, with accrued interest, the first day of July, one thousand eight hundred and ninety-two; and from and after the last mentioned day on each succeeding 1st (first) July in each year, such annual sum as will redeem the balance of four million dollars with accrued interest on the first of July one thousand nine hundred and seven.

The Trustee shall at once deposit the said surplus so paid over to him, in any depository deemed by him safe,

and the said moneys together with all accumulations of interest thereon which may actually come within the disposal of the said Trustee, shall, after paying the expenses of the trust, be invested by the said Trustee in the manner following, that is to say: First. In the purchase of the debentures secured by these presents at not exceeding five per cent above the par value; Secondly. If the said Trustee shall be unable for three months to purchase the aforesaid debentures, then he shall invest the said money, or any balance thereof, in such securities as he may deem best for the interest of the holders of the said debentures; and the debentures or securities so purchased by the said Trustee shall be deposited with such depository as the Trustee may deem to be safe, and the debentures secured by these presents so purchased by him shall be immediately registered, stamped or endorsed as belonging to the said sinking fund, but shall remain in force, and the interest thereon shall continue to be paid by the said party of the First Part; and the amount of such interest shall be added and applied, as well as the interest upon other securities so purchased by the said Trustee, if any, as a part of the capital of the sinking fund hereby established, and be invested in the purchase of other debentures in the same manner as the annual payments to the sinking fund hereinbefore provided for; provided, nevertheless, that it shall be at all times competent for the party of the First Part, and the holders of the bonds secured, hereby acting by a majority in interest, to enter into any new agreement which they may deem necessary or proper for the modification of the sinking fund hereby established, or the regulation of investments under the same.

ARTICLE EIGHTH.—The public lands granted to said Company and conveyed to the party of the Second Part, hereby, shall be carefully surveyed, mapped and platted by the party of the First Part, their officers and agents, and shall be carefully valued and appraised in such suitable and proper divisions and parts as shall seem most expedient for effecting

a sale thereof, or the timber standing thereon, which allotments and valuations shall be made in writing from time to time as may be found convenient and profitable, and shall be subject to the approval of the party of the Second Part; and upon such approval, duplicates thereof shall be deposited and filed with the party of the Second Part, and also with the Treasurer of the party of the First Part, which said allotments and valuations may be varied and changed from time to time by the party of the First Part, with the written consent of the party of the Second Part, and not otherwise.

The party of the First Part shall, at all times be at liberty to contract for the sale of any parcel or parcels of said land, or of the timber growing thereon, at a price not less than that fixed in the valuations aforesaid, and shall receive in payment thereof cash, or any of the debentures aforesaid at the par value thereof; and upon the payment of such cash or surrender of such debentures to the party of the Second Part, he (the party of the Second Part) shall by proper deeds or instruments executed by him or his duly authorized agent or attorney, grant and convey such parcel or parcels of land to the purchaser or purchasers thereof.

The party of the Second Part shall have full power from time to time, to employ such clerks and assistants as he shall find necessary to enable him to discharge properly the duties devolving upon him under the provisions of this instrument; and he shall also have power and be at liberty to appoint an agent or attorney to execute conveyances of said land, and to act generally in his behalf, and from time to time to remove such agent and appoint another in his place; and all conveyances executed by such agent or attorney, and other acts, within the scope of his power, shall be legal and valid in the same manner as if executed or done by the party of the Second Part.

ARTICLE NINTH.—All the moneys, after deducting the expenses of such surveying, mapping, platting and ap-

praisals and other expenses of this trust in connection with such lands, including the payment of taxes, if any, arising from the sale of said lands, or of the timber standing thereon, are pledged to the payment of the principal and interest of the said debentures, and for that purpose shall be paid to the party of the Second Part, and shall be by him applied in the manner following that is to say :

FIRST.—To the payments of the sinking fund as hereinbefore provided,

SECOND.—To the purchase and satisfaction at their par value or less, of the debentures hereinbefore authorized to be issued. In case a sufficient amount of the said bonds in this article mentioned cannot be purchased at such rate, then,

THIRD.—Any balance thereof in his hands shall be invested in such securities as he may deem proper. All such securities and the interest thereof shall be applied in the manner provided in the Second Part of this article, whenever such debentures can be purchased at par or less. All such debentures so purchased or satisfied by the party of the Second Part shall be immediately canceled by him and delivered to the party of the First Part or its duly authorized officer or agent.

ARTICLE TENTH.—The Trustee shall have full power, in his discretion, upon the written request of the party of the First Part, to convey by way of release or otherwise, to the persons designated by the said Railway Company, any lands acquired or held for the purposes of stations, depots, shops, or other buildings; and shall also have power to convey as aforesaid, on like request, any lands or property which, in the judgment of the Trustee, shall not be necessary for use in connection with the said Railway, or which may have been held for a supply of fuel, gravel or other materials, and also to convey as aforesaid, on like request, any lands not occupied by the track, which may become disused—by reason of a change of the location of any station house, depot, shop, or other building connected

with the said Railway, and such lands occupied by the track and adjacent to such station house, depot, shop, or other building as the Railway Company may deem it expedient to disuse or abandon by reason of such change, and to consent to any such change and to such other changes in the location of the track or depot or other buildings as in its judgment shall have become expedient ; and to make and deliver the conveyances necessary to carry the same into effect ; but any lands which may be acquired for permanent use in substitution for any so released, shall be conveyed to the Trustee upon the trusts of these presents ; and the Trustee shall also have full power to allow the said Railway Company, from time to time, to dispose of, according to its discretion, such portions of the equipments, machinery and implements at any time held or acquired for the use of the said Railway, as may have become unfit for such use, replacing the same by new, which shall be conveyed to the Trustee, or be otherwise made subject to the operation of these presents.

ARTICLE ELEVENTH.—If the party of the First Part shall well and truly pay the sum of money herein required to be paid by the said Company, and all interest thereon at the times and in the manner herein specified, and shall well and truly keep and perform all the things herein required to be kept or performed by the said party of the First Part to the said party of the Second Part, according to the true intent and meaning of these presents, then, and in that case, the estate, right, title and interest of the said party of the Second Part and of his successors in the trust hereby created, shall cease, determine and become void, otherwise the same shall be and remain in full force and virtue.

ARTICLE TWELFTH.—It is hereby declared and agreed that it shall be the duty of the Trustee to exercise the power of entry hereby granted, or the power of sale hereby granted, or both, or to take appropriate proceedings in equity or at law, to enforce the rights of the bondholders

under these presents, upon the requisition in writing as hereinafter specified.

FIRST.—If the default be as to interest or principal of any bonds, such requisition upon the said Trustee shall be by holders of not less than five hundred thousand dollars in aggregate amount of the said bonds; and upon such requisition and a proper indemnification given on behalf of, or by the persons making the same to the Trustee, against the costs and expenses to be by said Trustee incurred, and against any damages he may incur by acting upon such requisition, it shall be the duty of the Trustee to enforce the rights of the bondholders under these presents, by entry, sale or legal proceedings, as he, being advised by counsel learned in the law, shall deem most expedient for the interest of all the holders of the said bonds.

SECOND.—If the default be in the omission of any act or thing required by the covenant hereinafter contained, for the further assuring of the title of the Trustee to any property or franchises now possessed or hereafter acquired, or in the omission to comply with any other agreement or covenant herein contained, from the party of the First Part, to the said party of the Second Part, then and in either of such cases, the requisition shall be as aforesaid, but it shall be within the discretion of the Trustee to enforce or waive the rights of the bondholders by reason of such default, subject to the power hereby declared of a majority in interest of the holders of the said bonds, by requisition in writing, signed by such majority, to instruct the said Trustee to waive such default, or upon adequate indemnity as aforesaid, to enforce their rights by reason thereof. Provided, that no action of the said Trustee, or bondholders or both, in waiving such default, or otherwise, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom.

ARTICLE THIRTEENTH.—It is mutually agreed by and between the parties hereto, that the word "Trustee," as used in these presents, shall be construed to mean the

Trustee for the time being, whether original or new. And it is mutually agreed by and between the parties hereto, as a condition on which the party of the Second Part has assented to these presents, that the said Trustee shall be entitled to just compensation for all services which he may hereafter render in his trust, to be paid by the said Railway Company, or out of the income of the property; and for that purpose, may at any time, apply to the courts, without notice to any person but the said party of the First Part; that said Trustee or any successor may resign and discharge himself of the trust created by these presents, by notice in writing to the said Railway Company, three months before such resignation shall take effect, or such shorter time as the said Railway Company may accept as adequate notice, and upon the due execution of the conveyances hereinafter required; that the said Trustee may be removed by a majority in interest of the holders of the aforesaid bonds, by an instrument in writing signed by such majority; that in case, at any time hereafter, the said Trustee or any Trustee hereafter appointed, shall resign, or be removed as herein provided, or by a court of Competent jurisdiction, or shall become incapable or unfit to act in the said trust, a successor to said Trustee shall be appointed in the manner following:—In case there shall have been no default on the part of the said Company in any of the obligations of this agreement, then by a mutual agreement between the said Company and a majority in interest of the said bond holders, and in case such default shall have occurred and shall then exist, then said Trustee shall be appointed by the holders for the time being of a majority in interest of the said bonds then outstanding, by an instrument in writing signed by such majority; and the Trustee so appointed shall thereupon become vested with all the powers, authorities and estates granted to or conferred upon the party of the Second Part by these presents, and all the rights and interests requisite to enable him to execute the purposes of this trust without any



further assurance or conveyance, so far as such effect may be lawful ; and upon the resignation or removal of any Trustee, or any appointment in his place in pursuance of these presents, all his powers and authorities by virtue hereof shall cease ; and all the estate, right, title and interest in the said premises of any Trustee so resigning, or being removed, shall wholly cease and determine ; but the said Trustee so resigning or being removed shall, on the written request of the new Trustee who may be appointed, immediately execute a deed or deeds of conveyance to vest in such new Trustee, upon the trust herein expressed, all the property, rights and franchises which may be at that time held upon the said trusts : Provided, nevertheless, and it is hereby agreed and declared that in case it shall at any time hereafter prove impracticable, after reasonable exertions, to appoint in the manner hereinbefore provided, a successor in any vacancy which may have happened in said trust, application, in behalf of all the holders of the bonds secured hereby, may be made by holders of the said bonds to the aggregate amount of one hundred thousand dollars, to a Judge of the Superior Court of the Province in which the aforesaid Railway is situate, for the appointment of a new Trustee.

It is also mutually agreed that the said party of the Second Part, and his successors in the trust, shall be accountable for reasonable diligence in the management thereof, but shall not be responsible for the acts or default of any agent employed by him in good faith. And the said party of the First Part, for itself and its successors, in consideration of the premises, and of one dollar to it duly paid by the said party of the Second Part, the receipt whereof is hereby acknowledged, hereby further covenants and agrees to and with the said party of the Second Part, his successors and assigns, that the said party of the First Part and its successors shall and will, from time to time and at all times hereafter and as often as thereunto requested by the Trustee, execute, deliver and acknowledge all such further

deeds, conveyances and assurances in the law, for the letter assuring unto the said Trustee the railways, equipments, appurtenances and lands hereinbefore mentioned or intended so to be, and all other property and things whatsoever which may be hereafter acquired for use in connection with the same, or any part thereof, and all franchises pertaining thereto, now held or hereafter acquired, as by the said Trustee, or by his counsel learned in the law shall be reasonably advised, devised or required.

And the said party of the First Part, for itself and its successors, in consideration of the premises and of one dollar to it duly paid by the said party of the Second Part, further covenants and agrees to and with the said party of the Second Part, his successors and assigns, that it, the said party of the First Part, and its successors, shall and will, at all times hereafter, keep open an office or agency in New York, for the payment of the principal and interest of and upon the bonds hereinbefore recited and described, as the same shall become payable, and for the transfer and registration of the said bonds; and that any and every default in the due performance of this covenant shall be deemed and taken to be a waiver of presentment and demand of payment of all and every of the bonds and coupons aforesaid which may become payable during the continuance of such default.

And the said parties further agree that the said party of the Second Part shall be entitled to, as compensation for his services as such Trustee, the sum of Two thousand dollars per annum until the payment of the sinking fund commences, from which time he shall be entitled to the annual sum of Four thousand dollars with such further sum as shall be hereafter determined in the event of the said Trustee being called upon or required to act upon default of the Company in any of their obligations contracted by these presents.

And for the execution of these presents the parties have

ected their domiciles at the Office of the North Shore Railway Company, in the City of Quebec, where, &c.

THUS DONE AND EXECUTED, in the City of Montreal, in the Province of Quebec, at the Office of the said party of the Second Part, on the day, month and year first above written, under the number Five hundred and sixty-three.

IN WITNESS WHEREOF, the parties aforesaid, have to these presents, first duly read, set and subscribed their names and signatures, the party of the First Part affixing also the seal of the said Railway Company with and in presence of the undersigned Notary.

(Signed) " JOSEPH CAUCHON, "  
 (L. S.) " President N. S. R. W. C. "  
 " HUGH ALLAN, "  
 " J. A. CHARLEBOIS, N. P. "

True Copy of the original remaining of record in my office.

35 DOMINION OF CANADA  
 THE  
 NORTH SHORE RAILWAY COMPANY 35  
*Will pay the bearer, at the Office of the  
 Farmers' Loan and Trust Company, in the  
 City of New York,*  
**THIRTY-FIVE DALLARS, GOLD,**  
*on the first day of July, 1873, for six months  
 interest on Bond No.*

A. H. VERRET,  
*Secretary.*

35 DOMINION OF CANADA  
 THE  
 NORTH SHORE RAILWAY COMPANY 35  
*Will pay the bearer, at the Office of the  
 Farmers' Loan and Trust Company, in the  
 City of New York,*  
**THIRTY-FIVE DOLLARS, GOLD,**  
*on the first day of January, 1873, for six  
 months interest on Bond No.*

A. H. VERRET,  
*Secretary.*

This is a copy of the interest coupons referred to in the foregoing Deed and annexed to the said Mortgage Bond on this sixth day of July, 1872, numbered from *one* to *seventy* inclusive.

## SCHEDULE.

34 *Vict., chap. XXI.* —

## BLOCK. A.

The territory included in this designation being situate in the county of Pontiac, at the western extremity of this province, and being traversed by the principal branch of the Ottawa river, and by that of the river called the Abittibi, is bounded as follows, that is to say :

Beginning at the point of intersection of the meridian of the mouth of the river Blanche, on lake Temiscamingue, with the rear line of the Indian reserve, situate between such last mentioned river and lake des Quinze, at the point A, as set forth on the map hereinabove mentioned ; thence prolonging such meridian line for a distance of 31 miles or thereabouts to the height of land separating the waters of the St. Lawrence from those of Hudson's bay to B ; thence following a line running north,  $71^{\circ}$  east, astronomically, a distance of 64 miles, to C ; thence in a true southerly direction, a distance of 60 miles, to D ; thence, following a western course, astronomically, a distance of 23 miles or thereabouts, to the intersection of the most southerly bay of lake Missizowaja, at the point E ; thence skirting the eastern and northern shore of the said lake, and that of lake des Quinze, until opposite the point at which it discharges itself, by means of the river of the same name, at the place designated by the letter F ; thence pursuing a course usually north, to G, to the stake planted by the Surveyor, Charles Bouchette, in 1854, to mark the north-east angle of the Indian reserve aforesaid ; thence following the northern boundary of the said reserve, to its intersection with the meridian of the mouth of the river Blanche, to the point of Departure at A, a distance of  $15\frac{1}{2}$  miles or thereabouts.

The said block A, comprising an extent of territory of 1,827,400 acres in superficies.

## BLOCK B.

The territory so designated, including the island of lake Edward, and watered by the river Batiscan and by the river known as the Pierre river, being situate partly in the county of Portneuf and partly in the county of Quebec, is bounded as follows, that is to say :

Beginning at the letter A on the said plan, to the point of intersection of the line of survey drawn during the summer of 1870, by the Surveyor Ignace Déry, with the north bank of the river à Pierre, from thence following such said line, so already established, for a course north 45° west, astronomically, to the river Batiscan, a distance of 10 miles and 35 chains, and pursuing in the same direction a distance of about 9 miles to the line of survey drawn by the Surveyors Eugène Casgrain and H. Legendre, in 1869, to the point B., from thence at a right angle following the said line of survey, a distance of about 3 miles to D, to its junction with the south western branch of the river Batiscan, known as the river Jeanotte, and ascending the left bank of the said river and following the windings thereof to its source in lake Edward, and skirting the south shore of such lake to its western extremity, and ascending to its source (at the place marked D), the little river which discharges itself at such place. From this point, the said block to be bounded towards the north by a line running true east about 2 miles to the point E, situate at 6 miles at right angles to the general course of the river Métabetchouan, then at the said distance following parallel thereto, in a south and south westerly direction, the course and windings of the said river to lake *aux Roguons*, and thence, by prolonging, at the said distance of six miles, a parallel line to the survey of the continuation of the Gosford road, fixed by the Surveyor E. Casgrain, to the point of meeting the river à Pierre, at the point F, and descending the course of the said river, to its intersection

with the line of survey of Mr. Déry, at the point of departure already mentioned.

The said block B, comprising 319,440 acres.

#### BLOCK C.

Situate in the county of Montcalm, bounded as follows, that is to say :

Beginning at a distance of 10 miles from the north-western angle of the township of Doncaster on the division line between the counties of Argenteuil and Montcalm, at the north-western angle of the proposed township of Archambault, at the point A of the said map, following the said line, and, in continuation, the line dividing the districts of Montreal and Ottawa, to its meetings with the principal branch of the *Rivière Rouge*, a distance of about 26 miles, in B ; thence ascending the course of the said principal branch to a point of intersection with the line between the counties of Montcalm and Joliette, in C. Thence, following such line on a course, astronomically south,  $45^{\circ}$  east, for a distance of  $34\frac{1}{2}$  miles to the north-east angle of the proposed township of Lussier, to about ten miles from the north-east angle of that of Chilton, in D. Thence following the rear line of the said proposed townships Lussier and Archambault, a distance of 30 miles, to the point of Departure in A.

The said block C, comprising an area of 371,200 acres in superficies.

#### BLOCK D.

This extent of territory, situated on the eastern bank of the river St. Maurice, partly in the county of Champlain and partly in that of Chicoutimi, is bounded as follows, that is to say : Beginning at the mouth of the *Grande Rivière Pierriche*, on the St. Maurice, about 10 chains from

the 64th mile post, planted by Surveyor Bignell, in 1848, at the time of his survey of the said last mentioned river, at the point A, on the said map; thence, following the meridian of the mouth of the said *Grande Rivière Pierriche*, a distance of 37 miles to B, from such place, at right angles with the said meridian, on a course west astronomically, a distance of nearly 37 miles to the point of meeting the river St. Maurice, in C. Thence descending the left bank of the said river and following all its windings in a direction usually south and south-east, to the point of departure at the mouth of the said *Grande Rivière Pierriche*, at the place marked A, and already described.

The said block D, comprising an area of 685,466 acres in superficies.

---

This is the description of the land referred to in the foregoing Mortgage Bond annexed to the said Deed and signed by the parties of the First and Second Part, with and in presence of the undersigned Notary.

Montreal, this 6th July, 1872.

(Signé,)

“ JOSEPH CAUCHON, ”

“ President N. S. R. W. C. ”

“ HUGH ALLAN, ”

“ J. A. CHARLEBOIS, N. P. ”

True Copy of the original annexed to the Mortgage Bond recorded in my office.

## LEGAL OPINIONS.

The following is the joint opinion of the Honorable George Irvine, M. P., Solicitor General of the Province of Quebec, and the Honorable J. J. C. Abbott, M. P., late Solicitor General, as to the validity of the foregoing mortgage Deed and Bond.

“ Quebec, July 11, 1872.

“ We have examined the Mortgage Deed, passed by the North Shore Railway Company, in favor of Sir Hugh Allan, as Trustee, for the holders of their Bonds, and dated 6th July, instant, and we are of opinion that the said Mortgage Deed gives the holders of the Bonds, through their Trustee, the first hypothecary claim on the Road, and the right to hold the Lands granted by the Government, to secure the payment of the Bonds.”

(Signed,)

“ GEORGE IRVINE,

“ Q. C.

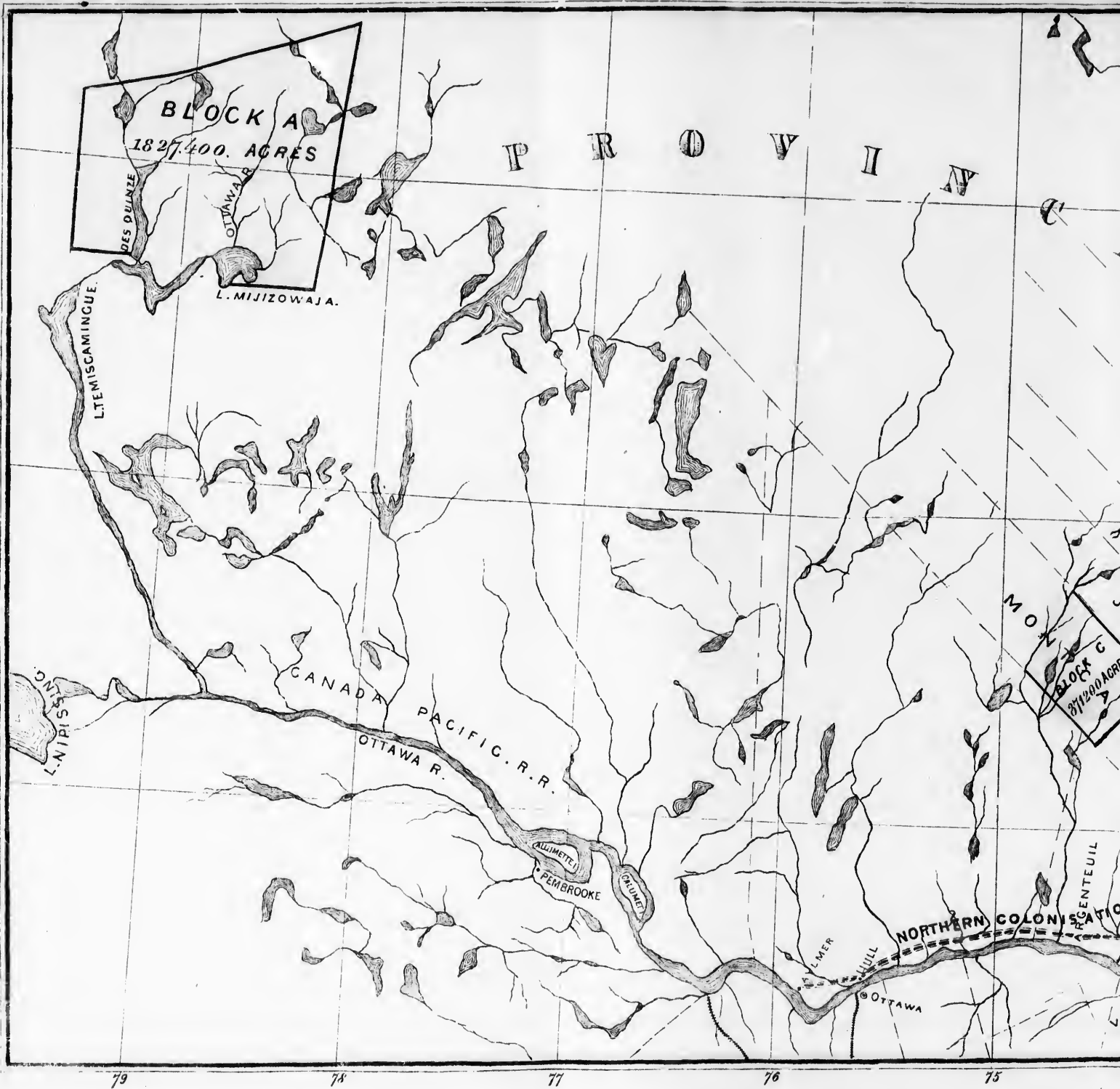
“ J. J. C. ABBOTT,

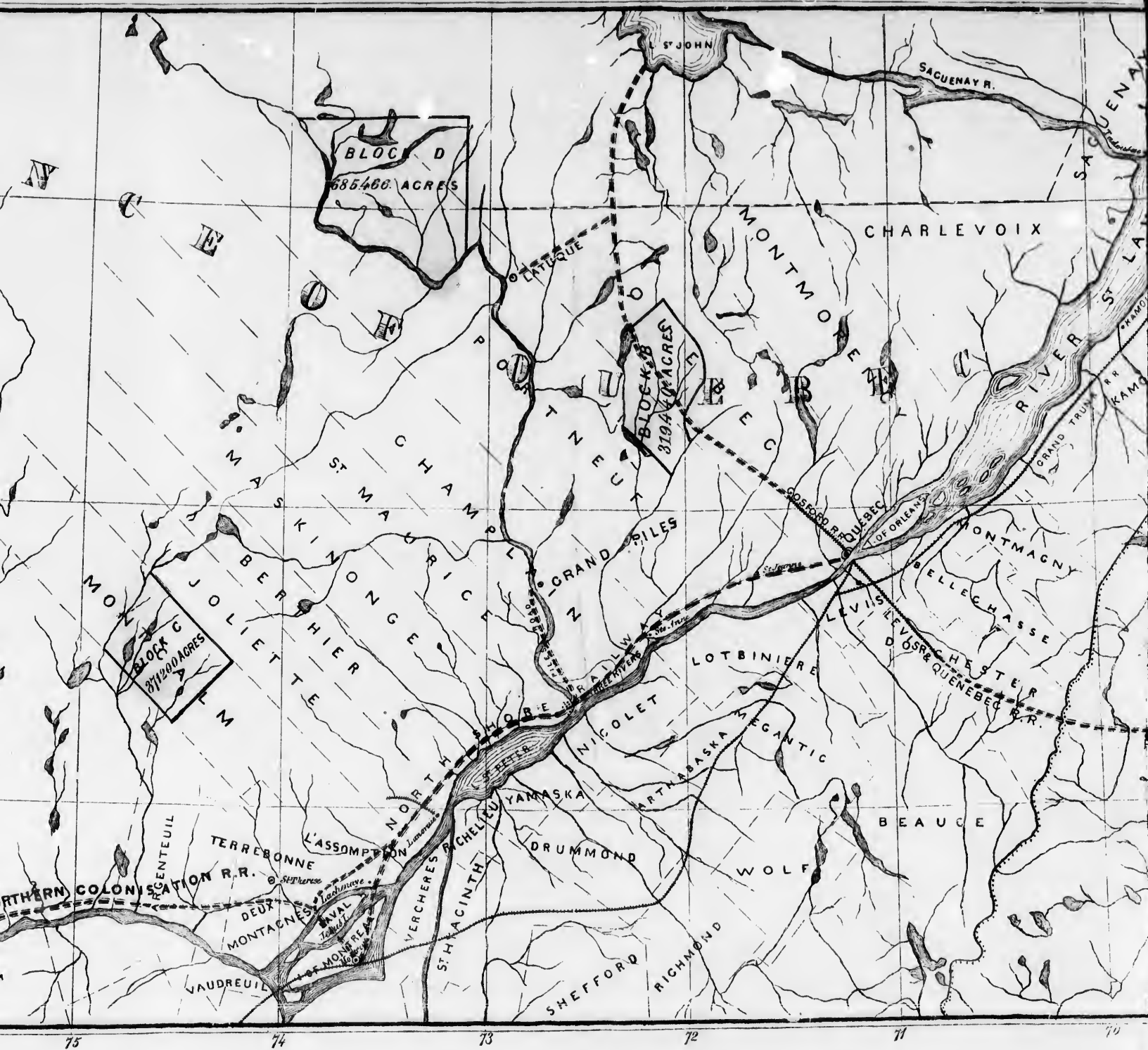
“ Q. C.”



ble  
of  
ate  
ort-

the  
gh  
ed  
aid  
gh  
ad,  
rn-





75

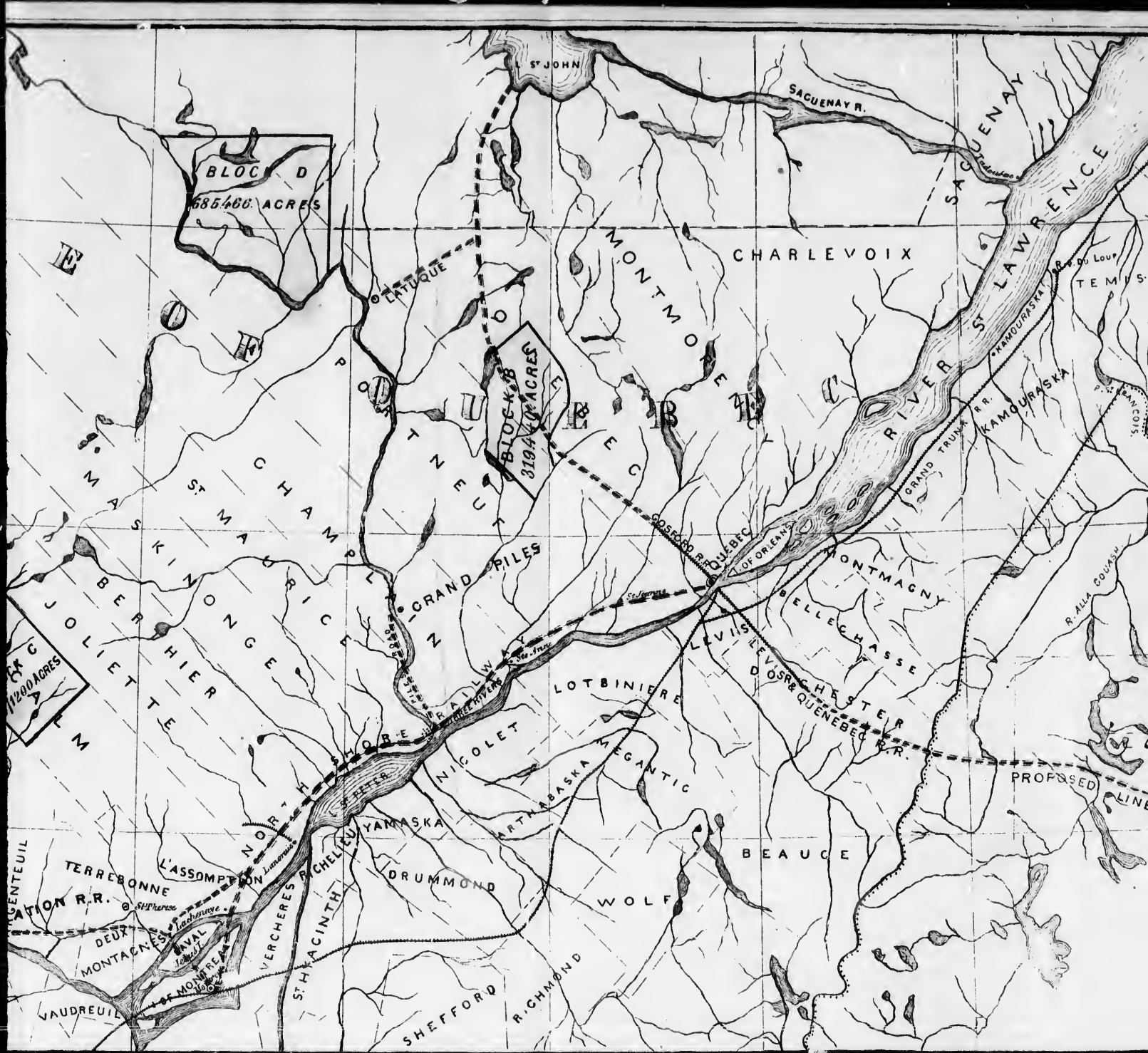
74

73

72

71

70



BLOC D  
685,466 ACRES

BLOC B  
319,446 ACRES

CHARLEVOIX

MONTMORIE

RIVER ST. LAWRENCE

SAGUENAY R.

SAGUENAY

TEMISCAMINGUE

JOLLETTE

11,200 ACRES

GRAND PILES

NICOLET

LOTBINIERE

MONTMAGNY

BELLECHASSE

CHESTER

DOSSR QUENEBC

PROPOSED LINE

BEAUCE

WOLF

DRUMMOND

SHEFFORD

RICHMOND

VERMOREL

TERREBONNE

L'ASSOMPTION

VERCHERES

RICHLEU

ST. HADACINTH

YAMASKA

ARTABASKA

MEGANTIC

DEUX MONTAGNES

VAL

ST. JEAN

ST. JEAN

ST. JEAN

ST. JEAN

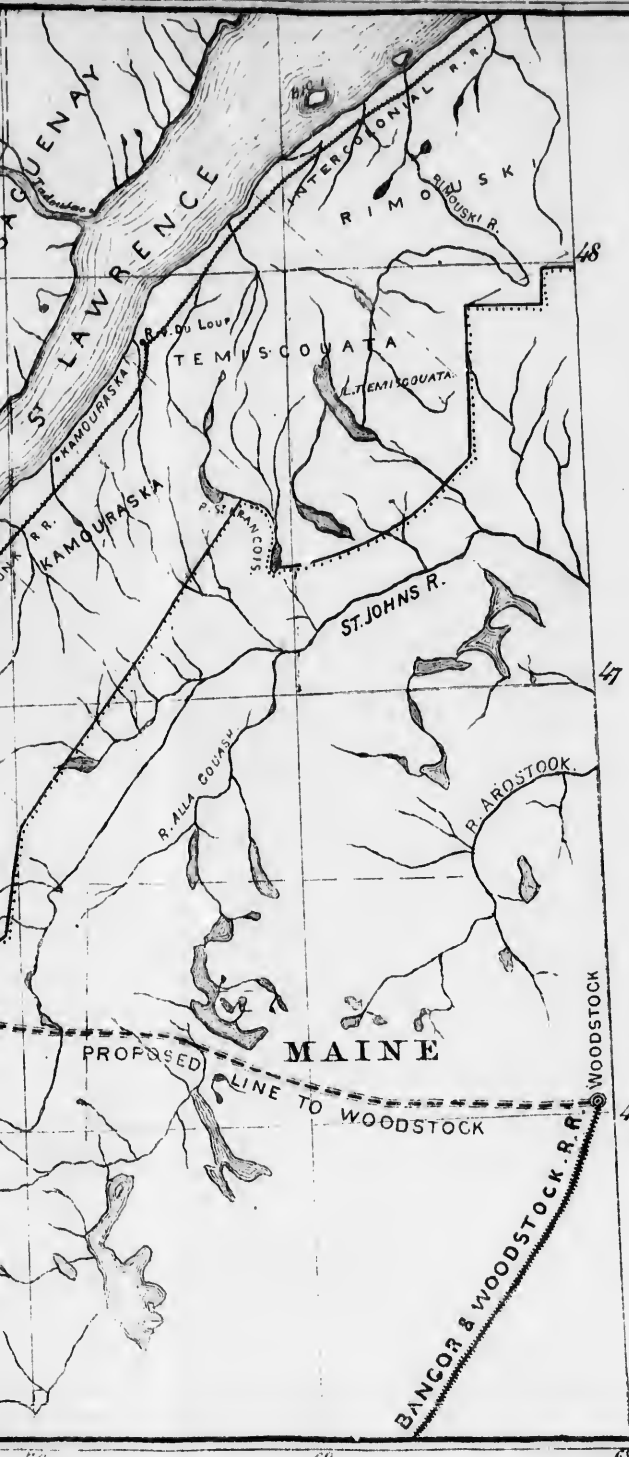
ST. JEAN

ST. JEAN

ST. JEAN

ST. JEAN

ST. JEAN



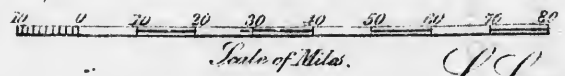
**MAP**  
**SHEWING THE LANDS GRANTED**  
**BY THE**  
**Government**  
**TO THE**  
**NORTH SHORE RAILWAY**  
**COMPANY.**

*To accompany the Engineer's report of 1872.*

LANDS GRANTED TO THE NORTH SHORE  
 & NORTHERN COLONISATION R. R. CO<sup>S</sup>

<b>BLOCK</b>	<i>A</i>	.....	<i>1827400 Acres.</i>
	<i>B</i>	.....	<i>319440.</i>
	<i>C</i>	.....	<i>371200.</i>
	<i>D</i>	.....	<i>685466.</i>
			<u><i>3203506.</i></u>

*Of which an undivided 2,000,000 Acres  
 have been granted to the North Shore R.R. Co.*



LITH & PRINTED BY WYSE & CO QUEBEC

*S. Seymour*  
*Eng. in Chief.*

