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THE ACTS

INCORPORATING

THE GRAND TRUNK RAILWAY

COMPANY OF CANADA,

&c., &c., &c.

PRICE FIVE SHILLINGS:

LONDON:

WATERLOW AND SONS,

LONDON WALL; BIRCHIN LANE; AND PARLIAMENT STREET.

1860.



ANNO OCTAVO

VICTORIÆ REGINÆ.

CAP. XXV.

An Act to Incorporate the Saint Lawrence and Atlantic Rail-road Company.

[17th March, 1845.]

WHEREAS the construction of a Rail-road from the River St. Lawrence, as nearly opposite to the City of Montreal as may be found desirable, to the Boundary Line between this Province and the United States of America, with a Branch from the City of Quebec connecting therewith, would greatly contribute to the prosperity of this Province; and whereas the several persons hereinafter named are desirous to make and maintain the said Rail-road: Therefore for obtaining and perfecting the good effects and purposes aforesaid, Be it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same, That Peter M'Gill, John Frothingham, Joseph T. Barret, Charles H. Castle, William Lyman, Harrison Stephens, Joseph Shuter, Louis A. Dessaulles, Pierre D. Debartzch, Samuel C. Monk, The Baron de Longueuil, Isidore Hurteau, Charles Sabourin, Victor Chenier, Alexis Colin, Louis Colin, Joseph Lecours, Amable Gelineau, Marie J. Tonnancour, Leonard G. Tonnancour, Michel Lemaître, Joseph Bistodeau, Eusèbe Cartier, Amable Archambault, A. Augustin Papineau, P.

Preamble.

A Joint Stock Company, formed for the purpose of constructing a Rail-road from the St. Lawrence to the Province Line.

Edward Leclerc, Michel Plamondon, Horace Steward, John Gilman, Samuel Gilman, Joseph Ward, Leo Knowlton, David Wood, Alonzo Wood, Oliver Wells, Hiram J. Foster, Andrew Barton, Alexander Rea, Joseph Pennoyer, Hollis Smith, Alder, W. Kendrick, Benjamin Pomroy, John Moore, Joshua Foss, Alexander Kilborn, William Morris, John Felton, Alexander T. Galt, Arba Stimson, Thomas Tait, William Gibson, C. B. Cleveland, Samuel Daniels, Joseph Rankin, William G. Cook, Philip Flanders, Chester Hovey, Louis V. Sicotte, Narcisse Boivin, Maurice Buckley, Etienne Ledue and Charles Stearnes, together with such person or persons as shall under the provisions of this Act become subscribers to and proprietors of any share or shares in the Rail-road hereby authorized to be made, and their several and respective heirs, executors, administrators, curators and assigns, being proprietors of any share or shares in the Rail-road hereby authorized to be made, are and shall be, and be united into a Company for carrying on, making, completing and maintaining the said intended Rail-road, according to the rules, orders and directions hereinafter expressed, and shall for that purpose be one body politic and corporate by the name of *The Saint Lawrence and Atlantic Rail-road Company*, and by that name shall have perpetual succession, and shall have a common seal; and by that name shall and may sue and be sued, and also shall and may have power and authority to purchase lands, tenements and hereditaments for them and their successors and assigns, for the use of the said Rail-road, without Her Majesty's *Lettres d'Amortissement*; saving nevertheless to the Seignior or Seigniors within whose *censive* the lands, tenements and hereditaments so purchased may be situate, his and their several and respective *droits d'indemnité*, and all other Seigniorial rights whatever, and also to sell any of the said lands, tenements and hereditaments purchased for the purposes aforesaid, and any person or persons, bodies politic or corporate, or communities may give, grant, bargain, sell or convey to the said Company of Proprietors, any lands, tenements or hereditaments for the purposes aforesaid, and the same may re-purchase of the said Company without *Lettres d'Amortissement*, and the said Company of Proprietors and their successors and assigns shall be and are hereby authorized and empowered from and after the passing of this Act, by themselves, their deputies, agents, officers, workmen and servants, to make and complete a Rail-road, to be called *The Saint Lawrence and Atlantic Rail-road*, from the River St. Lawrence as nearly opposite to the City of Montreal as may be found desirable,

in the general direction of St. Hyacinthe and Sherbrooke to the Boundary Line between this Province and the United States of America, at such point or place of the said Boundary Line near the Connecticut River as that the said Rail-road may best connect with *The Atlantic and Saint Lawrence Rail-road*, to be constructed from Portland in the State of Maine to the said Boundary Line, there to connect with the Rail-road hereby authorized to be made and completed, and further to make and complete a Rail-road from any such point of the said Rail-road hereby authorized to be made as shall be deemed most favorable, to the said Boundary Line in the Township of Stanstead or elsewhere in the County of Stanstead with a view to uniting the same with any Rail-road which may be constructed within the State of Vermont, one of the United States of America.

A Branch of the said Rail-road may be made to the Province Line near the State of Vermont.

II. And be it enacted, That the said Company of Proprietors and their successors and assigns shall be and are hereby authorised and empowered from and after the passing of this Act, by themselves, their deputies, agents, officers, workmen and servants, to make and complete a Branch Rail-road from the South bank of the said River St. Lawrence, as nearly opposite to the said City of Quebec as may be found desirable, to connect with the said Rail-road at any point within this Province.

Branch Railroad may be made from opposite the City of Quebec.

III. And be it enacted, That, for the purposes aforesaid, the said Company of Proprietors, their deputies, servants, agents and workmen, are hereby authorized and empowered to enter into and upon the lands and grounds of the Queen's Most Excellent Majesty, or of any person or persons, bodies politic, corporate or collegiate, or communities whatsoever, and to survey and take levels of the same, or any part thereof, and to set out and ascertain such parts thereof as they shall think necessary and proper for making the said intended Rail-road, and all such other works, matters and conveniences, as they shall think proper and necessary for making, effecting, preserving, improving, completing, maintaining and using the said intended Rail-road and other works, and also to bore, dig, cut, trench, get, remove, take, carry away, and lay earth, clay, stone, soil, rubbish, trees, roots of trees, beds of gravel or sand, or any other matters or things which may be dug or got in making the said intended Rail-road or other works, or out of the lands or grounds of any person or persons adjoining or lying convenient thereto, and which may be proper, requisite or necessary for making or repairing the said intended Rail-road, or works, incidental or relative thereto, or which may hinder, prevent or obstruct the making, using or completing,

Power to the Company to set out and survey lands necessary for their works, &c.

Erecting buildings, machinery, &c.

Bridges and other works for passing streams, &c.

Other works necessary for the Rail-road.

As little damage as possible to be done, and compensation to be made.

Company by a sworn Surveyor and Engineer may take surveys and levels of the lands through which the Rail-road is to be carried.

Plan and book of reference to be made and deposited.

extending or maintaining the same respectively, according to the intent and purpose of this Act; and to make, build, erect and set up in or upon the said intended Rail-road, or upon the lands adjoining or near the same respectively, such and so many houses, ware-houses, toll-houses, watch-houses weighing beams, cranes, fire-engines, steam-engines, or other engines, either stationary or locomotive, inclined planes, machines, and other works, ways, roads and conveniences, as and when the said Company of Proprietors shall think requisite and convenient, for the purposes of the said Rail-road; and also from time to time to alter, repair, divert, widen, enlarge and extend the same, and also to make, maintain, repair and alter any fences or passages over, under or through the said intended Rail-road, and to construct, erect and keep in repair any bridges, arches and other works, upon and across any rivers or brooks for the making, using, maintaining and repairing the said intended Rail-road; and to construct, erect, make and do all other matters and things which they shall think convenient and necessary for the making, effecting, extending, preserving, improving, completing and easy using of the said intended Rail-road and other works, in pursuance of, and according to the true intent and meaning of this Act; they, the said Company of Proprietors, doing as little damage as may be, in the execution of the several powers to them hereby granted, and making satisfaction in manner hereinafter mentioned to the owners or proprietors of, or the persons interested in the lands, tenements or hereditaments, water, water-courses, brooks or rivers respectively, which shall be taken, used, removed, prejudiced, or of which the course shall be altered, or, for all damages to be by them sustained in or by the execution of all or any of the powers of this Act; and this Act shall be sufficient to indemnify the said Company of Proprietors and their servants, agents or workmen, and all other persons whatsoever for what they, or any of them, shall do by virtue of the powers hereby granted, subject nevertheless to such provisions and restrictions as are hereinafter mentioned.

IV. And be it enacted, That for the purposes of this Act, the said Company shall and may, by some sworn Land Surveyor in the Province, and by an Engineer, by them to be appointed, cause to be taken and made, surveys and levels of the said lands, through which the said intended Rail-road is to be carried, together with a map or plan of such Rail-road, and of the course and direction thereof, and of the said lands through which the same is to pass, and also a book of reference for the said Rail-road, in which shall be set forth

a description of the said several lands, and the names of the owners, occupiers, and proprietors thereof, and in which shall be contained every thing necessary for the right understanding of such map or plan; which said map or plan and book of reference, shall, on the completion of the said Rail-road, be made or caused to be made, and certified by the Surveyor General or his Deputies, who shall deposit copies thereof in each of the offices of the Prothonotaries of the Court, of Queen's Bench for each District through which the said Rail-road, or any part thereof, shall or shall be intended to pass, and also in the office of the Secretary of the Province, and shall also deliver one copy thereof to the said Company of Proprietors; and all persons shall have liberty to resort to such copies so to be deposited as aforesaid, and make extracts or copies thereof as occasion shall require, paying to the said Secretary of the Province, or to the said Prothonotaries, at the rate of six pence, current money of this Province, for every hundred words, and the said copies of the said map or plan and book of reference, so certified, or a true copy or copies thereof, certified by the Secretary of the Province, or by one of the Prothonotaries of the Court of Queen's Bench for the said Districts, shall severally be, and are hereby declared to be good evidence in the Courts of Law and elsewhere.

Copies or extracts may be taken and used.

Fee.

V. Provided always, and be it enacted, That where the said Rail-road shall cross any public highway, the ledge or flange of such Rail-way, for the purpose of guiding the wheels of the carriages, shall not rise above the level of such road nor sink below the level of such road more than one inch.

When the Rail-road crosses any highway, the ledge of such Rail-way not to rise nor sink more than one inch.

VI. Provided always, and be it enacted, That where any bridge shall be erected or made by the said Company, for the purpose of carrying the said Rail-way over or across any public highway, the space of the arch of any such bridge shall be formed and shall at all times be and be continued, of such breadth as to leave a clear and open space under every such arch of not less than fifteen feet, and of a height from the surface of such public highway to the centre of such arch, of not less than sixteen feet, and the descent under any such bridge shall not exceed one foot in thirteen feet.

When the Company build a bridge for the purpose of carrying the Rail-road over or across any highway, the opening of the arch to be of certain dimensions.

VII. Provided always, and be it enacted, That in all places where it may be necessary to erect, build or make any bridge or bridges for carrying any public carriage road over the said Rail-way, the ascent of every such bridge for the purpose of every such road, shall not be more than one foot in thirteen feet; and a good and sufficient fence shall be made on each side of every such bridge, which fence

In building a bridge for carrying a public carriage road over the Rail-way, the ascent of such bridge to be of certain dimensions.

shall not be less than four feet above the surface of such bridge.

Company to establish gates, where the Rail-way shall cross a public highway.

VIII. Provided always, and be it enacted, That in all cases where the said intended Rail-way shall cross any public highway on a level, the said Company shall erect and at all times maintain a good and sufficient gate on each side of the said public highway, where the said Rail-way shall communicate with such public highway; which gates shall be constantly kept shut, except at such time as waggons, carts and other carriages passing along the said Rail-way, shall have to cross such public highway, and they shall be opened for the purpose only of letting such waggons, carts, or other carriages pass through; and every driver or person entrusted with the care of any waggon, cart or other carriage, or with any string of waggons, carts or other carriages, shall, and he is hereby directed to cause the said gates, and each of them, to be shut as soon as such waggons, carts or other carriages shall have passed through, under the penalty of five shillings currency for every offence, to be recovered in like manner as any other penalty under this Act may be recovered.

Lands taken for Rail-road not to exceed thirty-three yards in breadth.

Exception.

IX. And be it enacted, That the lands or grounds to be taken or used for such intended Rail-road, and the ditches, drains and fences to separate the same from the adjoining lands, shall not exceed thirty-three yards in breadth, except in such places where the said intended Rail-road shall be raised higher, or cut more than five feet deeper than the present surface of the land, and in such places where it shall be judged necessary to have off-sets for the locomotives or other engines and carriages using the said intended Rail-road, to be or pass each other; and not above one hundred and fifty yards in breadth in any such place, or where any houses, ware-houses, toll-houses, watch-houses, weighing-beams, cranes, fixed engines or inclined planes, may be erected, or goods, wares or merchandize be delivered, and then not more than two hundred yards in length, by one hundred and fifty yards in breadth, without the consent of the proprietors.

After any lands have so been taken, all bodies corporate, &c., may sell their property therein to the Company of Proprietors.

X. And be it enacted, That after any lands or grounds shall be set out and ascertained in manner aforesaid, for making and completing the said Railroad and other works, and other the purposes and conveniences hereinbefore mentioned, it shall and may be lawful for all bodies politic, corporate, or collegiate, corporation aggregate or sole, communities, guardians, curators, executors, administrators, and all other trustees or persons whatsoever, not only for and on behalf of themselves, their

heirs and successors, but also for and on behalf of those whom they represent, whether infants, issue unborn, lunatics, idiots, *femes covert*, or other person or persons who are or shall be seized, possessed of or interested in any lands or grounds which shall be so set out and ascertained as aforesaid, or any part thereof, to contract for, sell and convey unto the said Company of Proprietors, their successors or assigns, all or any part of such lands or grounds which shall from time to time be set out and ascertained as aforesaid; and that all contracts, agreements, sales, conveyances and assurances so to be made, shall be valid and effectual in law to all intents and purposes whatsoever, any law, statute, usage or custom to the contrary thereof in any wise notwithstanding; and all bodies politic, corporate or collegiate, or communities, and all persons whatsoever, so conveying as aforesaid are hereby indemnified for what he, she, or they, or any of them shall respectively do by virtue of or in pursuance of this Act; and that all such contracts, agreements, sales, conveyances and assurances, or notarial copies thereof, shall, at the expense of the said Company of Proprietors and their successors, be deposited in the office of the Prothonotaries as aforesaid, and true copies thereof shall be allowed to be good evidence in all Courts whatsoever.

Conveyances to the Company to be deposited in the Prothonotary's Office.

XI. Provided always, and be it enacted, That any body politic, community, corporation, or other person or persons whomsoever, who cannot in common course of law sell or alienate any lands or grounds so set out and ascertained, shall agree upon a fixed annual rent as an equivalent, and not upon a principal sum, to be paid for the lands or grounds so set out and ascertained as necessary for making the said Rail-road, and other the purposes and conveniencies relative thereto and connected therewith; and in case the amount of such rent shall not be fixed by voluntary agreement or compromise, or by arbitration between the parties, it shall be fixed by a Jury convened and qualified in the manner hereinafter prescribed, and all proceedings and litigations in Court, shall in that case be regulated as is hereinafter prescribed; and for the payment of the said annual rent, and every other annual rent agreed upon or ascertained for the purchase of any lands or grounds, the said Rail-road and the tolls to be levied and collected thereon shall be, and are hereby made liable and chargeable, in preference to all other claims or demands thereon whatsoever.

Where no power is vested in any body corporate to sell—a fixed annual rent to be established.

XII. And be it enacted, That it shall be lawful for the said Company of Proprietors to apply to the several owners of the estates, lands and grounds through which such Rail-road is intended to be carried, and to agree with such owners

The Company to apply to the owners of the lands through which the Rail-road is to be car-

ried, touching
the compensa-
tion to be paid
for the same.

And mode of
establishing
such compensa-
tion.

respectively, touching the compensation to be paid to them by the said Company of Proprietors for the purchase thereof, and for their respective damages; and in case of disagreement between the said Company and the said owners, or any of them, then all questions which shall arise between the said Company and the several proprietors of, and persons interested in any estates, lands or grounds that shall or may be taken, affected or prejudiced by the execution of any of the powers hereby granted, or any indemnification for damages which may or shall be at any time or times sustained by any bodies politic or corporate, or communities, or any other person or persons, respectively, being owners of or interested in any estate, lands or grounds, for or by reason of the making, repairing, or maintaining the said Rail-road or other works or machines incidental or relative thereto, or connected therewith, shall and may be settled by agreement of the parties, or by arbitration, or if either of the parties shall not be inclined to make an agreement or to appoint arbitrators, or by reason of absence shall be prevented from treating, or through disability by non-age, coverture, or other impediment, cannot treat or make such agreement, or enter into such arbitration, or shall not produce a clear title to the premises which they claim an interest in, then, and in every such case, the said Company of Proprietors may make application to the Court of Queen's Bench for the District, stating the grounds of such application, and such Court is hereby empowered and required from time to time, upon such application, to issue a warrant, directed to the Sheriff of the District for the time being, commanding such Sheriff to impanel, summon and return a Jury, qualified according to the laws of this Province to be returned for trials of issues joined in civil cases in the said Court of Queen's Bench, to appear before the said Court at such time and place as in such Warrant shall be appointed; and all parties concerned may have their lawful challenge against any of the said Jurymen, but shall not challenge the array; and the said Court is hereby empowered to summon and call before them, all and every such person or persons as it shall be thought necessary to examine as witnesses touching the matters in question; and the said Court may authorize and order the said Jury, or any six or more of them to view the place or places, or matter in controversy, which Jury upon their oaths, (all which oaths, as well as the oaths to be taken by any person or persons who shall be called upon to give evidence, the said Court is hereby empowered to administer,) shall enquire of, assess, and ascertain the distinct sum or sums of money, or annual rent

to be paid for the purchase of such lands or grounds, or the indemnification to be made for the damage that may or shall be sustained as aforesaid; and in so doing the said Jury shall take into consideration the damage or inconvenience which may arise by means of any bridges, roads or other communication made necessary by reason of the said Railroad, and may assess separate damage for the same; and the said Jury shall distinguish the value set upon the lands, and the money assessed or adjudged for damages, separate and apart from each other; and the said Court shall give judgment for such sum, rent or indemnification so to be assessed by such Juries, which said verdict, and the judgment so thereupon pronounced, shall be binding and conclusive to all intents and purposes against the Queen's Majesty, Her Heirs and Successors, and against all bodies politic, corporate or collegiate, or communities, and all persons whomsoever.

XIII. And be it enacted, That in all cases where a verdict shall be given for more money as an indemnification or satisfaction for any lands, grounds, hereditaments or property, or for any damage done to any lands, grounds, hereditaments or property, or for any annual rent of any lands, grounds, hereditaments or property, of any person or persons whomsoever, than had previously been offered by or on behalf of the said Company of Proprietors, then all the expenses of summoning such Jury and taking such inquest shall be settled by the Court and defrayed by the said Company of Proprietors; but if any verdict shall be given of the same, or a less sum than had been previously offered by and on behalf of the said Company of Proprietors, or in case no damage shall be given by the verdict when the dispute is for damages only, then and in every such case the costs and expenses shall be settled in like manner by the Court, and be borne and paid by the party or parties with whom the said Company of Proprietors shall have had such controversy: which said costs and expenses having been so settled, shall and may be so deducted out of the money so assessed and adjudged, when the same shall exceed such costs and expenses, as so much money advanced to and for the use of such person or persons; and the payment or tender of the remainder of such money shall be deemed and taken, to all intents and purposes, to be a payment or tender of the whole sums so assessed or adjudged as aforesaid.

How expenses, where a verdict is given for more money as indemnification than has been previously offered by the Company, are to be settled.

XIV. Provided further, and be it enacted, That all and every person or persons making complaint and requesting such Jury, shall, before the issue of the Warrant or

Persons not satisfied with the compensation offered by the Company such

persons making complaints and requesting a jury to enter into a bond to prosecute his complaint and to bear all the costs and expenses in summoning the jury and taking such inquest.

Warrants for the summoning such Jury as aforesaid, enter into a Bond before one of the Judges of the Court of Queen's Bench for the District with one sufficient surety, to the Treasurer of the said Company of Proprietors, or their successors, for the time being, in the penalty of two hundred pounds currency, to prosecute his, her or their complaint, and to bear and pay the costs and expenses of summoning such Jury and taking such inquest, in case a verdict shall be given for no more, or for a less sum or rent than had been offered by or on behalf of the said Company of Proprietors, or their successors, before the summoning and returning the said Jury or Juries, as an indemnification or satisfaction for any lands, grounds or hereditaments, or for any annual rent, or for any damages as aforesaid.

On payment or legal tender of the said money or annual rent, such lands may be taken in possession by the Company.

XV. And be it enacted, That upon payment or legal tender of such sum or sums of money or annual rent, as shall be contracted or agreed for between the parties, or determined by arbitrators, or assessed by such Juries in manner respectively as aforesaid to the Proprietors thereof, or other person or persons entitled to receive the same, or to the Principal Officer or Officers of any such body politic, corporate or collegiate, or community, at any time after the same shall have been so agreed for, determined or assessed, such lands, grounds and hereditaments or property respectively may be entered upon and taken possession of by the said Company of Proprietors, and applied to the purpose of making and maintaining the said Rail-road and other works and conveniences thereunto appertaining.

All agreements, sales, &c., to be kept by the Prothonotary of the Court of Queen's Bench.

XVI. And be it enacted, That all agreements, sales and conveyances, and all determinations by arbitration as aforesaid, or notarial copies thereof when the same may be passed before notaries, and also the said verdicts and judgments thereupon, shall be transmitted to and kept by the Prothonotary of the Court of Queen's Bench for the District, to be kept among the records of the said Court, and shall be deemed and taken to be records of the said Court to all intents and purposes; and the same, or true copies thereof shall be allowed to be good evidence in all Courts whatsoever in this Province, and all persons shall have liberty to inspect the same, paying for each inspection the sum of one shilling, currency, and to have and obtain copies thereof, paying for every copy thereof, not exceeding one hundred words, the sum of sixpence currency, and so in proportion for any number of words; and immediately on such payments of purchase money or rent as aforesaid, an entry of such agreements, sales, conveyances, determinations by arbitration, verdicts, judgments and other proceedings

of the said Court and Juries, all the estate, right, title, interest, use, trust, property, claim and demand, in law and equity, of the person or persons for whose use such money or rent shall be paid into and out of the said lands, grounds, tenements, hereditaments and premises, shall vest in the said Company of Proprietors and their successors, and they shall respectively be deemed in law to be in actual possession and seisin of the same to all intents and purposes whatsoever, as fully and effectually as if every person having an estate therein had been able to convey and had actually conveyed the same to them by the most effectual legal conveyance, and such payment shall bar all right, title, interest, claim and demand of the person or persons to whose use the same shall be made, bodies politic, corporate or collegiate, ecclesiastical or civil communities, women subject to marital authority, minors, interdicted persons or absentees, who may have or claim to have any right, title, interest, claim or demand therein, and of every other person or persons whomsoever, even for dower not yet open, (*douaire non encore ouvert*,) any law to the contrary notwithstanding.

XVII. And be it enacted, That application to the said Court for indemnity for any damages or injury sustained by reason of the powers and authority given by this Act, shall be made within six calendar months next after the time of such supposed damage sustained, or in case there shall be a continuation of damage, then within six calendar months next after the doing or committing such damage shall cease, and not afterwards, and the Defendant or Defendants shall and may plead the general issue and give this Act and the special matter in evidence at any trial to be had thereupon, and may aver that the same was done in pursuance and by authority of this Act.

All applications for indemnity for damage done under this Act, to be made within a certain time.

XVIII. And be it enacted, That if any person shall by any means or in any manner or way whatsoever, obstruct or interrupt the free use of the said Rail-road, or the carriages, engines or other works incidental or relative thereto, or connected therewith, such person shall for every such offence incur a forfeiture or penalty of not less than five pounds, nor exceeding ten pounds, currency, one half of which penalty and forfeiture, to be recovered before one or more Justices of the Peace for the District, shall go to the prosecutor or informer, and the other half to Her Majesty, Her Heirs and Successors, and shall be paid into the hands of the Receiver General, and be applied for the public uses of this Province, and the support of the Government thereof.

Penalty on persons obstructing the free use of the Rail-road.

Penalty on persons breaking down or obstructing or damaging the Rail-road or any houses.

XIX. And be it enacted, That if any person or persons shall wilfully and maliciously, and to the prejudice of the said Rail-road authorized to be made by this Act, break, throw down, damage or destroy the same or any part thereof, or any of the houses, warehouses, toll-houses, watch-houses, weigh-beams, cranes, carriages, engines, inclined-planes, machines or other works or devices, incidental and relative thereto or connected therewith, or do any other wilful hurt or mischief, or wilfully and maliciously obstruct or interrupt the free use of the said Rail-road, or to obstruct, hinder or prevent the carrying on, completing, supporting and maintaining the said intended Rail-road, such person or persons shall be adjudged guilty of felony, and the Court by and before whom such person or persons shall be tried and convicted, shall have power and authority to cause such person or persons to be punished in like manner as felons are directed to be punished by the laws in force in this Province, or in mitigation thereof to award such sentence as the law directs in cases of simple larceny, as to such Court shall seem fitting.

Company of Proprietors to contribute among themselves the necessary sums for carrying on their undertaking.

XX. And to the end that the said Company of Proprietors may be enabled to carry on so useful an undertaking: Be it enacted, That it shall and may be lawful for the said Company of Proprietors and their successors, to raise and contribute among themselves, in such proportions as to them shall seem meet and convenient, a competent sum of money for the making and completing the said Rail-road, and all such other works, matters and conveniences as may be found necessary for making, effecting, preserving, improving, completing, maintaining and using the said Rail-road and other works: Provided always, that the before-mentioned Peter McGill, John Frothingham, Alexander T. Galt, Alexander Rea, John Moore, Thomas Tait and the Baron de Longueuil, or a majority of them, shall cause books of subscription to be opened in the Cities of Quebec and Montreal, and at the Town of Sherbrooke and elsewhere as they shall from time appoint until the first meeting of Proprietors hereinafter provided for, for receiving the signatures of persons willing to become subscribers to the said undertaking, and for this purpose they shall be held and bound to give public notice in the *Quebec, Montreal and Sherbrooke Gazettes*, and in any other public newspaper published in the said Cities of Quebec, Montreal, and at the Town of Sherbrooke, in the French language, of the time and place at which such books will be opened and ready for receiving signatures as aforesaid, and of the persons by them authorized to receive such subscriptions; and every person who

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shall write his or her signature in such book as a subscriber to the said undertaking shall thereby become a Member of the said Corporation, and shall have the same rights and privileges as such as are hereby conferred on the several persons who are herein mentioned by name as Members of the said Corporation: **Provided** always, that the sums so raised shall not exceed the sum of six hundred thousand pounds, currency, of this Province in the whole, except as is hereinafter mentioned, and that the same be divided into such number of shares as hereinafter directed, at a price of fifty pounds, currency, aforesaid, per share, and the money so to be raised is hereby directed and appointed to be laid out and applied in the first place for and towards the payment, discharge and satisfaction of all fees and disbursements for obtaining and passing this Act, and for making the surveys, plans and estimates incident thereunto, and all other expenses relating thereunto, and all the rest, residue and remainder of such money for and towards making, completing and maintaining the said Rail-road, and other the purposes of this Act, and to no other use, intent or purpose whatever.

XVI. And be it enacted, That the said sum of six hundred thousand pounds, currency, or such part thereof as shall be raised by the several persons hereinbefore named, and by such other person or persons who shall or may at any time within twelve calendar months from the time this Act shall obtain the Royal assent, become a subscriber or subscribers to the said Rail-road, shall be divided and distinguished into twelve thousand equal parts or shares, at a price not exceeding fifty pounds, currency, aforesaid, per share, and that the shares be deemed personal estate, and shall be transferred as such, and that the said twelve thousand shares shall be and are hereby vested in the said several subscribers, and their several respective heirs, executors, curators, administrators and assigns, to their and every of their proper use and behoof, proportionally to the sum they and each of them shall severally subscribe and pay thereunto, and all and every the bodies politic, corporate or collegiate, or communities, and all and every person or persons, their several and respective successors, executors, curators, administrators and assigns, who shall severally subscribe and pay the sum of fifty pounds, or such sum or sums as shall be demanded in lieu thereof, towards carrying on and completing the said intended Rail-road, shall be entitled to and receive, after the said Rail-road shall be completed, the entire and net distribution of the profits and advantages that shall and may arise and accrue by

The sum that may be raised by the Company of Proprietors to be divided into shares.

virtue of the sum and sums of money to be raised, recovered or received by the authority of this Act, in proportion to the number of shares so held; and every body politic, corporate or collegiate, or community, person or persons having such property of one twelve thousandth part or share in the said undertaking, and so in proportion as aforesaid, shall bear and pay an adequate and proportional sum of money towards carrying on the said undertaking in manner by this Act directed and appointed.

If this sum should not be sufficient, the Company may raise a further sum for completing their undertaking.

XXII. And be it enacted, That in case the said sum of six hundred thousand pounds, hereinbefore authorized to be raised, shall be found insufficient for the purposes of this Act, then and in such case it shall be lawful for the said Company of Proprietors to raise and contribute amongst themselves, in manner and form aforesaid, and in such shares and proportions as to them shall seem meet, or by the admission of new subscribers, a further or other sum of money for completing and perfecting the said intended Railroad, and its branches and other works or conveniences incidental or relative thereto, not exceeding the sum of five hundred thousand pounds, currency, aforesaid; and every subscriber towards raising such further or other sum of money, shall be a proprietor in the said undertaking, and have a like vote by himself, or herself, or his or her proxy, in respect of every share in the said additional sum so to be raised, and shall also be liable to such obligations, and stand interested in all the profits and powers of the said undertaking, in proportion to the sum he, she or they shall or may subscribe thereto, as generally and extensively as if such other or further sum had been originally raised, and a part of the said first sum of six hundred thousand pounds; any thing herein contained to the contrary notwithstanding.

Votes of Proprietors according to the number of their shares.

XXIII. And be it enacted, That the number of votes to which each proprietor of shares in the said undertaking shall be entitled on every occasion when in conformity to the provisions of this Act, the votes of the Members of the said Company of Proprietors are to be given, shall be in the proportion equal to the number of shares held by him; Provided always that no one proprietor as aforesaid shall have more than one hundred and fifty votes; and all proprietors of shares resident within the Province, or elsewhere, may vote by proxy, if he, she, or they shall see fit, provided that such proxy do produce from his constituent or constituents, an appointment in writing, in the words or to the effect following, that is to say:

“ I, _____ of _____ one of the
 “ Proprietors of the Saint Lawrence and Atlantic Rail-road,

do hereby nominate, constitute and appoint
 of to be my proxy, in my name and in
 my absence to vote or give my assent or dissent to any
 business, matter or thing, relating to the said undertaking,
 that shall be mentioned or proposed at any meeting of the
 Proprietors of the said undertaking, or any of them, in
 such manner as he the said shall think
 proper, according to his opinion and judgment for the
 benefit of the said undertaking, or any thing appertaining
 thereto. In witness whereof, I have hereunto set my
 hand and seal, the day of
 in the year ”

And such vote or votes by proxy shall be as valid as if
 such principal or principals had voted in person: and what-
 ever question, election of proper officers, or matters or things
 shall be proposed, discussed or considered in any public
 meeting of Proprietors, to be held by virtue of this Act,
 shall be determined by the majority of votes and proxies
 then present and so given as aforesaid.

XXIV. Provided always, and be it enacted, That no Pro-
 prietor who shall not be a natural born subject of Her
 Majesty, or a subject of her Majesty naturalised by Act of
 the British Parliament, or by Act of the Parliament of this
 Province, shall be elected President or Treasurer.

No proprietor,
 unless a natural
 born subject or
 naturalised, to
 be President or
 Treasurer of the
 said Corporation

XXV. And be it enacted, That no Shareholder in the said
 Company of Proprietors, shall be in any manner whatsoever
 liable for or charged with the payment of any debt or
 demand due by the said Company beyond the extent of his,
 her or their share in the Capital of the said Company not
 paid up.

No Shareholder
 to be liable for
 the debts of the
 Corporation be-
 yond the amount
 of his capital
 not paid up.

XXVI. And be it enacted, That the first General Meeting
 of the Proprietors for putting this Act in execution, may
 be held at the Court House in the City of Montreal, whenever
 five hundred shares in the said undertaking shall have been
 subscribed, provided that public notice thereof be given during
 one week in the *Montreal Gazette*, and in any other paper pub-
 lished in the French language at Montreal; and at such said
 first General Meeting the Proprietors assembled, together
 with such proxies as shall be present, shall choose nine
 persons, being each a Proprietor of five or more shares in
 the said undertaking, out of whom any five or more of them
 shall be a Committee for managing the affairs of the said
 Company of Proprietors, until the due appointment of
 Directors as hereinafter provided; and such Committee shall
 have the same powers and authorities as are hereinafter con-
 ferred on the said Directors, and shall be subject to the
 same restrictions and control.

The first general
 meeting of the
 proprietors to be
 held at the Court
 House in the
 City of Montreal.

A General Meeting of the Proprietors to be called after notice, and after half of the capital has been subscribed to elect a Board of thirteen Directors.

XXVII. And be it enacted, that the said Committee shall call a General Meeting of the Proprietors for the purpose of putting this Act into effect, to be held in the City of Montreal within one month after one-half of the Capital Stock authorized to be raised under this Act shall have been subscribed, public notice thereof being given in the *Quebec, Montreal, and Sherbrooke Gazettes*, and in any other paper published in the French language at Quebec, Montreal, and Sherbrooke, at which said General Meeting the Proprietors assembled, with such Proxies as shall be present, shall choose thirteen persons, being each a Proprietor of not less than twenty shares in the said undertaking, to be Directors of the said Company, in such manner as is hereinafter directed, and as shall from time to time be ordered by the Proprietors; and at such General Meeting the Proprietors shall also proceed to pass such Rules, Regulations and By-Laws as shall seem to them fit, provided they be not inconsistent with this Act.

In the month of January in each year, a Board of Directors to be elected.

XXVIII. And be it enacted, That in the month of January in each year an Annual General Meeting of the said Company of Proprietors shall be held to choose Directors in the room of those whose office may at that time become vacant, and generally to transact the business of the Corporation; but if at any time it shall appear to any eleven or more of such Proprietors, holding together one hundred and fifty shares at least, that for more effectually putting this Act in execution, a Special Meeting of Proprietors is necessary to be held, it shall be lawful for such eleven or more of them to cause fifteen days' notice at least to be given thereof in the *Gazettes* aforesaid, or in such manner as the Proprietors, or their successors, shall at any General Meeting direct or appoint, specifying in such notice the time and place and the reason and intention of such Special Meetings, respectively; and the Proprietors are hereby authorized to meet pursuant to such notices, and proceed to the execution of the powers by this Act given them, with respect to the matters so specified only; and all such acts of the Proprietors, or the majority of them, at such Special Meetings assembled, such majority not having either as Principals or Proxies, less than two hundred and fifty shares, shall be as valid to all intents and purposes as if the same were done at General Meetings: Provided always, that it shall and may be lawful for the said Company of Proprietors at such Special Meetings, in like manner as at General Meetings, in case of the death, absence, resignation or removal of any person named of the Committee to manage the affairs of the said Company of Proprietors in

Special meetings of Proprietors may be called

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manner aforesaid, to choose and appoint another or others, in the room or stead of those of such Committee who may die, or be absent, resign, or be removed, as aforesaid; anything in this Act to the contrary notwithstanding.

XXIX. And be it enacted, That at the said Annual Meeting of Proprietors, three of the said thirteen Directors shall annually retire in rotation, the retirement of the said first elected thirteen Directors being decided by lot, but the Directors then or at any subsequent time retiring shall be eligible for re-election: Provided always, that no such retirement shall have effect except the Proprietors at such General Meeting proceed to fill up the vacancies thus occurring in the direction.

These Directors shall annually retire, by lot, but may be re-elected.

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XXX. And be it enacted, That any Meeting of the said Directors, at which not less than seven Directors shall be present, shall be competent to do and perform all and any of the powers hereby vested in the said Directors of the said Company: Provided always, that no one Member of the said Committee, though he may be a proprietor of many Shares, shall have more than one vote in the said Committee, except the Chairman, who shall be chosen by and out of the said Committee, and who, in case of a division of equal numbers shall have the casting vote, although he may have given one vote before: And provided also, that such Committee shall, from time to time, be subject to the examination and control of the said General and other Meetings of the said Proprietors as aforesaid, and shall pay due obedience to all such orders and directions, in and about the premises, as they shall from time to time receive from the said Proprietors at such General or other Meetings; such orders and directions not being contrary to any express directions or provisions in this Act contained.

Seven Directors to be a meeting for business.

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XXXI. Provided always, and be it enacted, That no person holding any office, place or employment, or being concerned or interested in any contract or contracts under the said Company, shall be capable of being chosen a Member of the Committee for managing the affairs of the said Company.

No person holding an office, &c., under the Company to be chosen a Member of the Committee.

XXXII. And be it enacted, That every such General Meeting shall have power to appoint not exceeding three Auditors to audit all accounts of money laid out and disbursed on account of the said undertaking, by the Treasurer, Receiver and Receivers, and other officer and officers to be by their said Committee appointed, or by any other person or persons whatsoever, employed by, or concerned for or under them, in and about the said undertaking, and

General Meeting may appoint three Auditors to audit all accounts of money laid out and disbursed on behalf of the said undertaking.

Power of the
Directors.

Proviso.

Calls how to be
made.

to that purpose shall have power to adjourn themselves over from time to time, and from place to place, as shall be thought convenient by them; and the said Directors assembled by the authority of this Act, shall have power from time to time to make such call or calls of money from the Proprietors of the said undertaking, to defray the expense of, or to carry on the same, as they from time to time shall find wanting and necessary for these purposes: Provided, however, that no call do exceed the sum of five pounds current money of this Province, for every share of fifty pounds: And provided also, that no calls be made but at the distance of two calendar months from each other; and such Directors shall have full power and authority to direct and manage all and every the affairs of the said Company of Proprietors, as well as contracting for and purchasing lands, rights, and materials for the use of the said undertaking, as in employing, ordering and directing the work and workmen; and in placing and removing under-officers, clerks, servants and agents, and in making all contracts and bargains touching the said undertaking, so that no such purchase, bargain, or other matter, be done or transacted without the concurrence of a majority of such Directors, and the owner or owners of one or more shares in the said undertaking, shall pay his, her or their shares and proportion of the monies to be collected for as aforesaid, to such person or persons, and at such time and place as the said Directors shall from time to time appoint and direct, of which three weeks' notice at least shall be given in the *Gazettes*, and in any other paper published in the French language as aforesaid or in such other manner as the said Proprietors or their successors shall at any General Meeting direct or appoint; and if any person or persons shall neglect or refuse to pay his, her or their rateable or proportionable part or share of the said money, to be called for as aforesaid, at the time and place appointed by such General Meeting or Committee, he she or they, neglecting or refusing, shall forfeit a sum not exceeding five pounds for every one hundred pounds of his, her or their respective share and shares in the said undertaking; and in case such person or persons shall neglect to pay his, her or their rateable calls as aforesaid, for the space of two calendar months after the time appointed for the payment thereof as aforesaid, then he, she, or they shall forfeit, his, her, and their respective share and shares in the said undertaking, and all the profit and benefit thereof; all which forfeitures shall go to the rest of the Company of Proprietors of the said undertaking, their successors and assigns, in trust for, and for

Penalty on not
paying calls.

the benefit of the said Proprietors in proportion to their respective interests.

XXXIII. Provided always, and be it enacted, That no advantage shall be taken of the forfeiture of any share or shares of the said undertaking, unless the same shall be declared to be forfeited at some General Meeting of the said Company of Proprietors, assembled at any time after such forfeiture shall be incurred, and every such forfeiture shall be an indemnification to and for every Proprietor so forfeiting against all action and actions, suits or prosecutions whatever, to be commenced or prosecuted for any breach of contract or other agreement between such Proprietor and the other Proprietors with regard to carrying on the said Rail-road or undertaking.

No advantage to be taken of any forfeiture of any shares of the said undertaking, unless forfeited at some general meeting of the said Company of Proprietors.

XXXIV. And be it enacted, That the said Company of Proprietors, and their successors, shall always have power and authority; at any General Meeting assembled as aforesaid, to remove any person or persons chosen upon such Board of Directors as aforesaid, and to elect others to be of the Board of Directors in the room of those who shall die, resign or be removed, and to remove any other officer or officers under them, and to revoke, alter, amend or change any of the rules and directions hereinbefore prescribed with regard to their proceedings amongst themselves, (the method of calling General Meetings, and their time and place of assembling, and manner of voting, and of appointing Committees only, excepted,) and shall have power to make such new rules, by-laws and orders, for the good government of the said Company, and their servants, agents and workmen, for the good and orderly making, maintaining and using the said Rail-road, and all other works connected therewith or belonging thereto, and for the well-governing of all persons whatsoever travelling upon or using the said Rail-road, and other works, or transporting any goods, wares, merchandize or other commodities thereon; and to impose and inflict such reasonable fines or forfeitures upon the persons guilty of a breach of such new rules, by-laws or orders, as to such General Meeting shall seem meet, not exceeding the sum of twenty-five pounds, current money of the Province, for every offence; such fines or forfeitures to be levied and recovered by such ways and means as are hereinafter mentioned; which said rules, by-laws and orders, being put into writing under the common seal of the said Company of Proprietors, shall be published at least twice in the *Gazettes*, and in any other paper published in the French language as aforesaid, and affixed in the office of the said Company of Proprietors, and in all and every of

Company of Proprietors may remove any person chosen upon such Board of Directors, and elect others in case of death, &c.

the places where tolls are to be gathered, and in like manner as often as any change or alteration shall be made to the same, and the said rules, by-laws and orders, so made and published as aforesaid, shall be binding upon and observed by all parties, and shall be sufficient in any Court of Law or Equity to justify all persons who shall act under the same.

XXXV. And be it enacted, That it shall and may be lawful to and for the several proprietors of the said Railroad or undertaking to sell or dispose of his, her or their share or shares therein, subject to the rules and conditions herein mentioned, and every purchaser shall have a duplicate of the deed of bargain and sale and conveyance made unto him or her, and one part of such deed, duly executed by seller and purchaser, shall be delivered to the said Committee or their Clerk for the time being, to be filed and kept for the use of the said Company, and an entry thereof shall be made in a book or books to be kept by the said Clerk for that purpose, for which no more than one shilling and three pence shall be paid, and the said Clerk is hereby required to make such entry accordingly; and until such duplicate of such deed shall be so delivered to the said Committee or their Clerk, and filed and entered as above directed, such purchaser or purchasers shall have no part or share of the profits of the said undertaking, nor any interest for the said share or shares, paid unto him, her or them, nor any vote as a proprietor or proprietors.

XXXVI. And be it enacted, That the sale of the said shares shall be in the form following, varying the names and descriptions of the contracting parties as the case may require.

“ I, A. B., in consideration of the sum of
 “ paid to me by C. D., of _____ do hereby bargain,
 “ sell and transfer to the said C. D. _____ share (or shares)
 “ of the Stock of the ‘ Saint Lawrence and Atlantic Rail-
 “ road,’ to hold to him the said C. D., his heirs, executors,
 “ curators, administrators and assigns, subject to the same
 “ rules and orders, and on the same conditions that I held
 “ the same immediately before the execution hereof. And
 “ I, the said C. D. do hereby agree to accept of the said
 “ _____ (share or shares) subject to the same rules, orders
 “ and conditions. Witness, our hands and seals, this
 “ day of _____ in the year _____ ”

XXXVII. And be it enacted, That it shall and may be lawful to and for the said Board of Directors, and they are hereby authorized from time to time to nominate and appoint a Treasurer or Treasurers, and a Clerk or Clerks to the said Company, taking such security for the due

Proprietors of
the said Rail-
road may dis-
pose of their
shares.

Form of the sale
of the shares.

Directors may
appoint a
Treasurer and
Clerk, &c.

execution of their respective offices, as the said Board of Directors shall think proper; and such Clerk shall, in a proper book or books, enter and keep a true and perfect account of the names and places of abode of the several proprietors of the said Rail-road or undertaking, and of the several persons who shall from time to time become owners and proprietors of, or entitled to any share or shares therein, and of all the other acts, proceedings and transactions of the said Company of Proprietors, and of the Committee for the time being, by virtue of and under the authority of this Act.

XXXVIII. And be it enacted, That it shall and may be lawful to and for the said Company of Proprietors, and their successors and assigns, from time to time, and at all times hereafter, to ask, demand, take and recover, to and for their own proper use and behoof, for all goods, wares, merchandize, and commodities, of whatever description, transported upon the said Rail-road, five pounds, currency, of this Province, per ton weight, and for every passenger thirty shillings, currency; the said rates to be paid respectively for the whole distance from the River Saint Lawrence to the Province Line as aforesaid, and so in proportion for each mile of the said distance, and shall be paid to such person or persons, and at such place or places near to the said Rail-road, in such manner and under such regulations as the said Company of Proprietors, or their successors, shall direct and appoint, and in case of denial or neglect of payment of any such rates or dues, or any part thereof, on demand, to the person or persons appointed to receive the same as aforesaid, the said Company of Proprietors may sue for and recover the same in any Court having competent jurisdiction, or the person or persons to whom the said rates or dues ought to be paid, may, and he is, and they are hereby empowered to seize and detain such goods, wares, merchandize or other commodities, for or in respect whereof such rates or dues ought to be paid, and detain the same until payment thereof; and in the meantime the said goods, wares, merchandize or other commodities, to be at the risk of the owner or owners thereof; and the said Company of Proprietors shall have full power, from time to time, at any general meeting, to lower or reduce all or any of the said rates and dues, and again to raise the same, not exceeding the sums above mentioned, as often as it shall be deemed necessary for the interests of the said undertaking.

Company of Proprietors may establish certain rates for all goods, &c., passing on the Rail-road.

The rates.

XXXIX. And in order to ascertain the amount of clear profits of the said undertaking: Be it therefore enacted, Amount of the profit of the said undertaking, to

be annually made up and balanced at certain periods.

That the said Company or the Committee for managing the affairs of the said Company, shall and they are hereby required to cause a true, exact and particular account to be kept and annually made up and balanced on the thirtieth day of November in each year, of the money collected and received by the said Company, or by the Committee or Treasurer of the said Company, or otherwise, for the use of the said Company, by virtue of this Act, and of the charges and expenses attending the erecting, making, supporting, maintaining and carrying on the said works, and of all other receipts and expenditure of the said Company or the said Committee; and at the meetings of the proprietors of the said undertaking, to be from time to time holden as aforesaid, or at some adjournment thereof, a dividend shall be made out of the clear profits of the said undertaking, unless such meetings shall declare otherwise, and such division shall be at and after the rate of so much per share upon the several shares held by the Members thereof, in the joint stock of the said Company, as such meeting or meetings shall think fit to appoint or determine: Provided always, that no dividend shall be made whereby the capital of the said Company shall be in any degree reduced or impaired, nor shall any dividend be paid in respect of any share after a day appointed for payment of any call for money in respect thereof, until such call shall have been paid.

Proviso.

After the expiration of the first entire year ending 30th November after the said Rail-road is completed, the several rates to be yearly regulated by the amount of dividends declared in the preceding year.

A Tax to be paid to the Government on all the net income above six pounds per share.

XL. Provided always, and be it enacted, That from and after the expiration of the first entire year, ending on the thirtieth day of November, after the said Rail-road shall have been completed and opened, the several rates by this Act granted, shall yearly and every year be regulated by the amount of dividends which the said Company shall have declared for the preceding year; that is to say, if the said Company shall have declared for the preceding year a dividend not exceeding six pounds, currency, on each and every share in the said undertaking, the said Company shall be and they are hereby authorized and empowered to demand and receive not exceeding the maximum rates by this Act granted, but when and so often as the said Company shall have declared for the preceding year a dividend to a greater amount than six pounds per share, the said Company shall and they are hereby directed and required to pay over, as a tax to the Provincial Treasury, one moiety of the net income from the said Rail-road accruing thereafter over and above the said six pounds per share, first payable to the said Proprietors.

Fractions in

XLI. Provided always, and be it enacted, That in all

cases where there shall be a fraction in the distance *which miles and fractions in weight of goods, in ascertained rates, &c., how regulated. . . goods, wares, merchandize, or other commodities or passengers, shall be conveyed or transported on the said Railroad, such fraction shall, in ascertaining the said rates, be deemed and considered as a whole mile, and that in all cases * in where there shall be the fraction of a ton in the weight of any such goods, wares, merchandize, or other commodities, a proportion of the said rates shall be demanded and taken by the said Company of Proprietors, to the number of quarters of a ton contained therein; and in all cases where there shall be a fraction of a quarter of a ton, such fraction shall be deemed and considered as a whole quarter of a ton.

XLII. Provided always, and be it enacted, That it shall and may be lawful to and for the said Company of Proprietors, their successors and assigns, from time to time, at any General Meeting of the said Proprietors, to make such By-Law or By-Laws for ascertaining and fixing the price or sum or sums of money to be charged or taken for the carriage of any parcel not exceeding one hundred and twenty pounds weight as aforesaid, upon the said Rail-road, or any part thereof, as to them shall seem fit and reasonable; and that the said Company of Proprietors, and their successors and assigns, shall from time to time print and stick up, or cause to be printed and stuck up in their office, and in all and every of the places where the tolls, rates and dues are to be collected, in some conspicuous place there, a printed paper ascertaining and particularising the price or sum or sums of money to be charged or taken for the carriage of such parcels not exceeding one hundred and twenty pounds weight as aforesaid, upon the said Rail-road, or upon any part thereof.

XLIII. And be it enacted, That the said Company of Proprietors shall, within six calendar months after any lands shall be taken for the use of the said Rail-road or undertaking, divide and separate, and keep constantly divided and separated, the lands so taken from the lands or grounds adjoining thereto, with a sufficient post and rail, hedge, ditch, bank or other fence sufficient to keep off hogs, sheep and cattle, to be set and made on the lands or grounds which shall be purchased by, conveyed to, or vested in the said Company of Proprietors as aforesaid, and shall at their own costs and charges, from time to time, maintain, support and keep in sufficient repair the said posts, rails, hedges, ditches, trenches, banks, and other fences so set up and made as aforesaid.

XLIV. And be it enacted, That as soon as conveniently may be after the said Rail-road or undertaking shall be com- The Company to have the Rail-road measured,

and stones with proper inscriptions to be placed on the same, denoting the distances.

pleted, the said Company of Proprietors shall cause the same to be measured, and stones, with proper inscriptions on the sides thereof, denoting the distances, to be erected and for ever after maintained, at the distance of every mile from each other.

Treasurer and Receiver and Collector to give security for the faithful discharge of their offices.

XLV. And be it enacted, That the said Company of Proprietors, their successors and assigns, shall and are hereby required and directed to take a sufficient security, by one or more bond or bonds, in a sufficient penalty or penalties, from their Treasurer, Receiver and Collector for the time being, of the monies to be raised by virtue of this Act, for the faithful execution by such Treasurer, Receiver and Collector, of his and their office and offices, respectively.

Company of Proprietors may compel the persons subscribing to pay the amount of their shares.

XLVI. And whereas several persons have subscribed, or may hereafter subscribe, to advance money towards carrying the purposes of this Act into execution: Be it therefore enacted, That the several person and persons who have subscribed, or who shall hereafter subscribe to advance any money for and towards making and maintaining the said Rail-road and other works connected therewith, shall and they are hereby required to pay the sum or sums of money by them respectively subscribed, or such parts or portions thereof as shall from time to time be called for by the said Company of Proprietors, under and by virtue of the powers and directions of this Act, to such person or persons, and at such times and places as shall be directed by the said Company of Proprietors or the said Committee, in manner before mentioned; and in case any person or persons shall neglect or refuse to pay the same at the time and in the manner required for that purpose, it shall be lawful for the said Company of Proprietors to sue for and recover the same in any Court of Law having competent jurisdiction.

Forfeitures under this Act, how to be recovered and applied.

XLVII. And be it enacted, That all fines and forfeitures inflicted by this Act, or which shall be inflicted by virtue of any rule, order or by-law, to be made in pursuance thereof, (of which rule, order or by-law, when produced, all Justices are hereby required to take notice,) the levying and recovering of which fines and forfeiture are not particularly herein directed, shall, upon proof of the offence before any one or more Justice or Justices of the Peace for the District, either by the confession of the party or parties, or by the oath or affirmation of any one credible witness, (which oath or affirmation such Justice or Justices are hereby empowered and required to administer without fee or reward,) be levied by distress and sale of the offender's goods and chattels, by Warrant under the hand and seal, or hands and seals of such Justice or Justices; and all such respective

finer, forfeitures or penalties by this Act imposed and inflicted, or authorized to be imposed and inflicted, the application whereof is not hereinbefore particularly directed, shall be paid into the hands of the Treasurer or Receiver of the monies to be raised by virtue of this Act, and shall be applied and disposed of for the use of the said Rail-road or undertaking, and the overplus of the money raised by such distress and sale, after deducting the penalty, and the expenses of the levying and recovering thereof, shall be rendered to the owner of the goods so distrained and sold; and for want of sufficient goods and chattels whereof to levy the said penalty and expenses, the offender shall be sent to the common gaol for either of the districts of Quebec, Montreal or St. Francis, there to remain without bail or mainprize for such term, not exceeding one month, as such Justice or Justices shall think proper, unless such penalty or forfeiture, and all expenses attending the same, shall be sooner paid and satisfied,

XLVIII. And be it enacted, That if any person or persons shall think himself, herself or themselves aggrieved by any thing done by any Justice of the Peace in pursuance of this Act, every such person or persons may, within four calendar months after the doing thereof, appeal to the Justices of the Peace at the General Quarter or General Sessions, to be holden in and for the District.

Persons aggrieved may appeal to the Justices of the Peace at the General Sessions.

XLIX. And be it enacted, That if any action or suit shall be brought or commenced against any person or persons for any thing done or to be done in pursuance of this Act, or in the execution of the powers and authorities, or the orders and directions hereinbefore given, or granted, every such action or suit shall be brought or commenced within six calendar months next after the fact committed; or in case there shall be a continuation of damage, then within six calendar months next after the doing or committing such damage shall cease, and not afterwards; and the Defendant or Defendants in such action or suit shall and may plead the general issue, and give this Act and the special matter in evidence at any trial to be held thereupon, and that the same was done in pursuance and by the authority of this Act; and if it shall appear to have been so done, or if any action or suit shall be brought after the time so limited for bringing the same, or if the Plaintiff or Plaintiffs shall be non-suit, or discontinue his, her or their action or suit after the Defendant or Defendants shall have appeared, or if the judgment shall be given against the Plaintiff or Plaintiffs, the Defendant or Defendants shall have full costs, and shall have such remedy for the same as any Defendant or

Limitation of actions.

Defendants hath or have for costs of suit in other cases by law.

Company may take so much of the land covered with the waters of the River Richelieu and waters of the Saint Lawrence, or of any other river or stream, for the use of the said Rail-road as may be needed.

Proviso.

L. And be it enacted, That it shall and may be lawful for the said Company of Proprietors, in constructing and making the said Rail-road, to take and appropriate for the use of the same so much of the land covered with the waters of the River Richelieu or of the land covered with the waters of the River Saint Lawrence, or of any other river or stream, or of their respective beds, as may be found necessary for the making and completing, or more conveniently using the same; and thereon to erect such wharves, quays, inclined planes, cranes, and other works, as to the said Company shall seem meet: Provided always, that nothing herein contained shall extend or be construed to extend to authorize the Company of Proprietors to take or appropriate for the use of the said Rail-road, or in constructing or making the same, any part of the bank of the said River Richelieu, or of the land covered with the said River Richelieu, within the distance of one thousand four hundred feet, English measure, above the Bridge across the said River Richelieu, at the Port of Dorchester or Saint John's, unless with the approbation and consent of the Commissioners appointed under an Act passed in the third year of the Reign of His late Majesty King George the Fourth, chapter forty-one, for making a navigable Canal from, at or near the said Town of Saint John's to the Basin of Chambly, nor within three miles from the Bridge across the said River Richelieu in the County of Chambly, at the said Town of Dorchester or Saint John's, commonly called Jones' Bridge, unless with the consent of the Proprietors thereof.

Rail-road to be completed within a certain time or this Act void.

LI. And be it enacted, That the said Company of Proprietors, to entitle themselves to the benefits and advantages to them granted by this Act, shall and they are hereby required to make and complete the said Rail-road from the navigable waters of the River Saint Lawrence to the Province Line as aforesaid, in manner aforesaid, within ten years from the passing of this Act; and if the same shall not be so made and completed within the said period, so as to be used by the public as aforesaid, then this Act, and every matter and thing therein contained, shall cease and be utterly null and void: Provided always, that if the Rail-road herein-before mentioned as leading from the said Rail-road hereby authorized to be made to the said Boundary Line in the Township of Stanstead or elsewhere in the County of Stanstead, shall not also be made and completed within the period of ten years so as to be used by the

public as aforesaid, then this Act and every matter and thing therein contained shall cease and be utterly null and void so far as the said Rail-road connecting with the Township or County of Stanstead, is concerned: And provided also, that if the Branch of the said Rail-road leading from the said City of Quebec to connect with the said Rail-road as aforesaid, shall not be so made and completed within a further period of ten years, so as to be used by the public as aforesaid, then this Act and every matter and thing therein contained shall cease and be utterly null and void, as far as the said Branch is concerned.

LII. And be it enacted, That the said Company shall annually submit to the three branches of the Legislature, within the first fifteen days after the opening of each Session of the Provincial Parliament, a detailed and particular account, attested upon oath, of the monies by them received and expended under and by virtue of this Act, with a statement of the amount of tonnage and of passengers that have been conveyed along the said road.

Company annually to submit to the Legislature detailed accounts.

LIII. And be it enacted, That nothing herein contained shall affect or be construed to affect, in any manner or way whatsoever, the rights of Her Majesty, Her Heirs and Successors, or of any person or persons, or of any bodies politic, corporate or collegiate, such only excepted as are herein mentioned.

Saving of Her Majesty's rights, and of all other persons, &c.

LIV. And be it enacted, That this Act shall be deemed and taken to be a Public Act, and as such shall be judicially taken notice of by all Judges, Justices of the Peace, and others, without being specially pleaded.

Public Act.

ANNO
VICTORIÆ REGINÆ.

CAP. LXXIX.

An Act to amend the Act incorporating the
Saint Lawrence and Atlantic Rail-road
Company.

[9th June, 1846.]

Preamble.

WHEREAS it is expedient to make certain amendments in the Act hereinafter mentioned: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same, That notwithstanding any thing in the thirty-eighth section, or in any other part of the Act passed in the eighth year of Her Majesty's Reign, and intituled, *An Act to incorporate the St. Lawrence and Atlantic Rail-road Company*, the said Company may from time to time reduce the Tolls on the whole, or on any particular portion of the said Rail-road, and may again raise the same, so as to accommodate them to the circumstances of the traffic, provided they do not exceed the rates allowed by the said section, but that the Tolls to be demanded and taken by the Company thereby incorporated, shall be at all times charged equally to all persons, and after the same rate, whether *per ton, per mile* or otherwise, in respect of all

Tolls to be charged equally to all persons under the same circumstances.

passengers and of all goods or carriages, of the same description and conveyed or propelled by a like carriage or engine, passing only over the same portion of the line of Railway under the same circumstances; And no reduction or advance in any such Tolls shall be made directly or indirectly, in favor of or against any particular Company, person or party, travelling upon or using the Rail-road, or so as collusively and unfairly to create a monopoly, either in the hands of the said Company, or of any other Company, person or party.

II. And be it enacted, That notwithstanding any thing in the fiftieth section or in any other part of the said Act, it shall not be lawful for the said Company to cause any obstruction in, or to impede the free navigation of the River St. Lawrence, or of the River Richelieu, or of any other river or stream to or across which their Rail-road shall be carried; and if the said Rail-road shall be carried across any navigable river, the said Company shall leave such openings between the piers of their bridge or viaduct over the same, and shall construct such draw-bridge or swing-bridge over the channel of the river, and shall be subject to such regulations with regard to the opening of such draw-bridge or swing-bridge, for the passage of vessels and rafts, as the Governor in Council shall direct and make from time to time; nor shall it be lawful for the said Company to construct any wharf, bridge, pier or other work upon the public beach or bed of any navigable river or stream, or upon the land covered with the waters thereof, until they shall have submitted the plan of such work to the Governor of this Province in Council, nor until the same shall have been approved by him in Council as aforesaid.

III. And be it enacted, That by any regulations to be made by the Governor in Council, touching any such draw-bridge or swing-bridge as aforesaid, penalties not exceeding ten pounds in any case, may be imposed for the contravention thereof; and such penalties shall be recoverable from the said Company, or from any of their officers or servants by whom the regulations shall have been contravened, in the manner provided with regard to other penalties by the forty-seventh section of the said Act; and an appeal shall be allowed to any person deeming himself aggrieved by the infliction of any such penalty, according to the provisions of the forty-eighth section of the said Act; and one moiety of every such penalty shall belong to Her Majesty for the public uses of the Province, and the other moiety to the prosecutor or person suing for the same.

Company not to impede free navigation of River St. Lawrence or of River Richelieu, &c.

Plans of certain works to be subject to approval of the Governor in Council.

No penalty greater than £10 to be imposed for contravention of any regulations made touching any draw-bridge, &c.

Public Act and
Interpretation
Clause.

IV. And be it enacted, That this Act shall be deemed a public Act, and judicially noticed accordingly ; and that the words "Governor in Council," whenever they occur herein, shall be understood to mean the Governor, Lieutenant-Governor, or person administering the Government of this Province, acting by and with the advice of the Executive Council thereof.

CAP. XXIX.

An Act to provide for affording the Guarantee of the Province to the Bonds of Railway Companies on certain conditions, and for rendering assistance in the construction in the Halifax and Quebec Railway.

[30th May, 1849.]

WHEREAS at the present day, the means of rapid and Preamble. easy communication by Rail-way, between the chief centres of population and trade in any country and the more remote parts thereof, are become not merely advantageous, but essential to its advancement and prosperity: And whereas experience has shown, that whatever be the case in long-settled, populous and wealthy countries, in those which are new and thinly-peopled and in which capital is scarce, the assistance of Government is necessary and may be safely afforded to the construction of Lines of Rail-way of considerable extent, and that such assistance is best given by extending to companies engaged in constructing Railways of a certain length under charter from and consequently with the approval of the Legislature, the benefit of the guarantee of the Government, under proper conditions and restrictions, for loans raised by such companies to enable them to complete their work: Be it therefore enacted by the Queen's Most Excellent Majesty by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland and intituled *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*: And it is hereby enacted by the authority of the same, That it shall be

Guarantee of the Province may be granted to Loans raised by Railway Companies on certain conditions.

lawful for the Governor in Council on behalf of this Province, to guarantee the interest on loans to be raised by any Company chartered by the Legislature of this Province for the construction of a Line of Rail-way not less than seventy-five miles in extent within this Province, on condition—That the rate of interest guaranteed shall not exceed Six per cent per annum—That the sum on which interest shall be so guaranteed shall not be greater than that expended by the Company before the guarantee is given, and shall be sufficient to complete their road in a fitting manner, and to the satisfaction of the Commissioners of Public Works: Provided always, That no such guarantee be given to any Company until one half of the entire Line of Road shall have been completed. That the payment of the interest guaranteed by the Province shall be the first charge upon the tolls and profits of the Company, and That no dividend shall be declared so long as any part of the said interest remains unpaid. That so long as any part of the principal on which interest is guaranteed by the Province remains unpaid, no dividend shall be paid to the Stock-holders until a sum equal to Three per cent. on the amount so remaining unpaid shall have been set aside from the surplus profits of such Rail-road, and paid over to the Receiver General, under the provisions hereinafter contained. as a Sinking Fund for the redemption of the debt on which interest is guaranteed as aforesaid: and that the Province shall have the first hypothec, mortgage and lien upon the road, tolls and property of the Company for any sum paid or guaranteed by the Province, excepting always, the hypothec mortgage or lien of holders of bonds or other securities on which interest is guaranteed by the Province, for the interest so guaranteed and the principal on which it shall accrue.

First hypothec and privilege in favour of the Province.

Railway Companies receiving such guarantee to render half-yearly accounts to the Inspector-General attested on Oath.

II. And be it enacted, That each Railway Company deriving any aid or advantage under this Act, shall make up and render to the Inspector General of Public Accounts of this Province, each half year, a true account in writing of the affairs of such Company, in such form and with such particulars as the said Inspector General shall from time to time require, which said Accounts shall be signed by the President and the Directors of the said Company, or a quorum of that body, and shall be sworn to by the parties signing the same before one of the Judges of the Superior Courts of Common Law Jurisdiction in Upper Canada, or one of the Judges of the Court of Superior Civil Jurisdiction in Lower Canada, and the said Company or the proper officer thereof shall, within ten days after the rendering of

such Account, pay over such amount as may be payable under the provisions of this Act to the Receiver General of this Province.

III. And be it enacted, That the sum or sums of money herein-before provided to be taken from the surplus profits of any Rail-road as a Sinking Fund, shall be invested by the Inspector General of this Province in such securities of this Province as may be approved by the Governor in Council: Provided always, That it shall be lawful for the Directors of any such Company to make such By-laws as may be requisite to prevent the provision of this Act in respect of such Sinking Fund from bearing unequally upon any class of Stockholders.

Sinking Fund
monies how to be
invested.

Proviso

IV. And be it enacted, That provided the conditions mentioned in the foregoing section be observed, it is expedient that such guarantee be afforded under such further terms and conditions as may be deemed necessary by the Governor in Council and agreed to by the Company applying for such guarantee, it being clearly understood that no enactments which the Legislature may thereafter make, to ensure the observance of such terms and conditions, or to give effect to the privileged claim and lien of the Province upon the road, tolls and property of the Company, or to secure the Province from loss by such guarantee, shall be deemed an infringement of the rights of the Company.

Further condi-
tions may be
agreed upon by
the Governor in
Council and the
Company.

V. And whereas the proposed Railway between Halifax and Quebec will be a great national work, linking together the several portions of the British Empire on the Continent of North America and facilitating the adoption of an extensive, wholesome and effective system of emigration and colonization, and it is right that Canada should render such assistance as her means will admit of towards the accomplishment of a work so important and promising results so beneficial: Be it therefore enacted, That if Her Majesty's Government shall undertake the construction of the said Railway, either directly or through the instrumentality of a private Company, it shall be lawful for the Governor in Council, on behalf of this Province, to undertake to pay yearly, in proportion as the work advances, a sum not exceeding twenty thousand pounds sterling towards making good the deficiency (if any) in the income from the Railway, to meet the interest of the sum expended upon it, and to place at the disposal of the Imperial Government all the ungranted lands within the Province lying on the Line of the Railway to the extent of ten miles on each side thereof, and to undertake to obtain, pay for and place at the disposal of the Imperial Government, all the land

Recital.

Aid to the Que-
bec and Halifax
Railway.

required within the Province for the Line of the Railway and for proper stations and termini.

Under what provisions lands may be taken for the Quebec and Halifax Railway. 9 Vic. c. 37.

VI. And be it enacted, That any lands, to be taken under the provisions of the next preceding Section, for the purposes therein mentioned, shall be deemed to be lands required for public provincial works, and may be taken by the Commissioners of Public Works, under the provisions of the Act passed in the ninth year of Her Majesty's reign and intituled, *An Act to amend the Law constituting the Board of Works, and of any Act amending the same.*

As to monies advanced under this Act.

VII. And be it enacted, That any monies which shall be payable on behalf of the Province under any of the provisions of this Act, may be paid out of any unappropriated monies forming part of the Consolidated Revenue Fund; and that all moneys due by any Company as having been paid for them under any guarantee given under this Act, shall be deemed monies due by such Company to Her Majesty, payable according to the provisions of this Act, and the conditions agreed upon by the Governor in Council and such Company.

CAP. LXXIII.

An Act to make provision for the construction of a Main Trunk Line of Railway throughout the whole length of this Province.

[30th August, 1851.]

WHEREAS it is of the highest importance to the progress ^{Preamble} and welfare of this Province, that a Main Trunk Line of Railway should be made throughout the length thereof, and from the Eastern Frontier thereof, through the Provinces of New Brunswick and Nova Scotia to the City and Port of Halifax, and it is therefore expedient that every effort should be made to ensure the construction of such Railway, whilst as an act of justice to those who have advanced their money upon Provincial Securities, and as the best means of sustaining the credit of the Province and of readily commanding such further pecuniary assistance as may from time to time become necessary for great Provincial works of internal communication, it is expedient that the Provincial Parliament should pledge itself not to allow the public debt and liabilities of the Province to be increased except in the cases and under the conditions hereinafter mentioned: Be it therefore declared and enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to re-unite the Provinces of Upper and Lower Canada and for the Government of Canada*, and it is hereby declared and enacted by the authority of the same, That excepting only as regards such sum as may be raised for the purposes of this Act, under the authority and guarantee of the Parliament of the United Kingdom, and as regards the guarantee of the Province to be given under the Act passed

In what cases and on what conditions only, the public debt and liabilities may be increased.
12 Vic., c. 29.

in the twelfth year of Her Majesty's reign, and intituled, *An Act to provide for affording the guarantee of the Province to the bonds of Railway Companies on certain conditions, and for rendering assistance in the construction of the Halifax and Quebec Railway for the interest only of debentures issued or to be issued by the St. Lawrence and Atlantic Railroad Company, the Great Western Railway Company, or the Ontario, Simcoe and Huron Railway Union Company, on the conditions in the said Act and hereinafter mentioned, the public debt and liabilities of this Province shall not be increased under this Act, nor will the Provincial Parliament hereafter authorize the increase thereof without the consent of the agents through whom loans may have been negotiated in England, or the previous offer to pay off all debentures then outstanding, and the actual payment of all such as shall be presented for payment pursuant to such offer, at the place therein appointed, within one month from the first publication thereof in the London Official Gazette, in which it shall be published during the period aforesaid, at least, and the expenditure hereinafter authorized shall not be made, nor the liabilities hereinafter mentioned incurred on behalf of the Province, except only in so far as it may be found practicable to make or incur the same, or any part thereof, without increasing the debt or liabilities of the Province, otherwise than in the cases and under the conditions aforesaid.*

Quebec and
Halifax Railway,
under what con-
ditions it may be
made.

II. And be it enacted, That provided the funds necessary for the purpose shall be raised by loan under the authority and guarantee of the Parliament of the United Kingdom, or advanced as a loan to this Province under the said authority, it shall be lawful for the Governor of this Province in Council, to enter into such arrangements as he may deem conducive to the interests of this Province with the Government of the United Kingdom, and with the Governments of the Provinces of New Brunswick and Nova Scotia, with respect to the construction of a Railway from some point opposite the City of Quebec to the City of Halifax in Nova Scotia, either by constructing the same on the joint account of this Province and the said Provinces of Nova Scotia and New Brunswick in equal proportions, or by engaging to construct at the expense of this Province that part of the said Railway lying within Lower Canada, or by making such other arrangements for the construction of the said Railway as may be agreed upon with the said Government of the United Kingdom and the said Provincial Governments; and for facilitating such arrangements all the ungranted lands within this Province, lying within ten miles

Certain ungrant-
ed lands may be
appropriated.

on either side of the line of the said Rail-way, are hereby placed at the disposal of the Governor of this Province in Council to be appropriated, pledged or otherwise dealt with in such way as he may think best for the interests of the Province with regard to such arrangements as aforesaid, it being understood and hereby declared that the Parliament of this Province will confirm and carry out by such Legislative enactments (if any) as may be necessary to give full effect to the same, any arrangement and agreement which may be made by the Governor in Council, in the spirit and for the purposes of this Act.

III. And be it enacted, That it shall be lawful for the Governor, out of the funds to be raised or advanced for the purpose, as aforesaid, to pay all such sums as may be required to defray all the expenses of making such part of the said Rail-way as shall be to be made at the expense of this Province under any such arrangement as aforesaid, or any other expenses which under any such arrangement shall be to be borne by this Province.

Authority to defray the necessary expenses.

IV. And be it enacted, That provided the funds necessary for the purpose shall be raised by loan under the authority and guarantee of the Parliament of the United Kingdom, or advanced as a loan to this Province under the said authority, the whole of the Main Trunk Line of Railway from the City of Quebec, or a point opposite thereto, to the City of Hamilton or some convenient point on the Line of the Great Western Railroad, or so much of the said Main Trunk Line of Railway as the funds so raised or advanced as aforesaid shall be sufficient to make, shall be made as a Provincial work, and it shall be lawful for the Governor, out of any of such funds as aforesaid, to pay all such sums as shall be required to defray all the expenses of making such Main Trunk Line of Railway, or such part thereof as aforesaid.

Railway from Quebec to Hamilton may be made with funds raised on Imperial guarantee.

V. And be it enacted, That if the funds necessary for making the Main Trunk Line of Railway mentioned in the next preceding section, shall not be raised by loan under the authority and guarantee of the Parliament of the United Kingdom, or advanced as a loan to this Province, under the said authority, then the said Main Trunk Line of Rail-road, or so much thereof as shall not be made by funds so raised or advanced as aforesaid, may be made with funds of which one-half shall be raised on the credit of the Consolidated Revenue Fund of this Province, provided the other half shall have been subscribed for by Municipal Corporations in this Province.

If such guarantee cannot be obtained the Railway may be made at a joint expense of the Province, and any Municipal Corporations therein.

How that part of
the cost payable
by Municipal
Corporations
may be raised.

VI. And be it enacted, That if the Governor in Council shall determine that it is expedient that the whole or any part of the said Main Trunk Line of Railway shall be made with funds to be raised in the manner mentioned in the next preceding section, the Governor shall by proclamation declare the total amount required for such purpose, and the sum to be raised by subscriptions of Municipal Corporations under this Act; and it shall then be lawful for any Municipal Corporation in this Province to subscribe for such amount of the sum last mentioned as it may think proper, by a bye-law declaring such subscription and the amount thereof, which declaration shall suffice; and it shall not be necessary by such bye-law to impose any rate, or to make any provision or enactment other than such declaration as aforesaid, which shall be sufficient to enable the proper officers to assess and levy from time to time such rate as may be necessary to produce a clear sum equal to that payable to the Receiver-General under the said bye-law and this Act, and ten per cent. over to make up any deficiency, which ten per cent., or so much thereof as may not be required to make up any deficiency, shall remain in the hands of the proper officer of the corporation, and go in deduction of the next sum to be assessed and levied under such bye-law, or, if not required for that purpose, then for the general uses of the corporation; and any sum payable to the Receiver-General under any such bye-law and this Act, shall be a debt due from the Municipal Corporation so in default to the Crown, and the warrant of the Receiver-General, countersigned by the Inspector-General, directed to the Sheriff of the proper district, county or united counties, certifying that any such sum is so payable and remains unpaid, and commanding him to levy the same, shall be sufficient authority to the said Sheriff to levy such sum, with interest and costs, and to pay over such sum when levied to the Receiver-General, in like manner as he might do under a Writ of Execution for such sum issuing out of any Court in which judgment might have been obtained for the same in favor of the Crown; and no such bye-law shall be repealable except with the express consent of the Governor in Council; and if more money be subscribed for than is required to be raised by subscription of Municipal Corporations as aforesaid, then the sum subscribed for by each shall be *ipso facto* proportionately reduced, and such reduction shall be notified to the Municipal Corporations concerned in such way as the Governor may direct: Provided always that no Municipal Corporation shall subscribe for stock, or incur any debt or

Proviso.

liability under this Act, unless and until a bye-law to that effect shall have been duly made and adopted with the consent first had of a majority of the qualified electors of the municipality to be ascertained in such a manner as shall be determined by the said bye-law after public advertisement thereof containing a copy of such proposed bye-law inserted at least four times in each newspaper printed within the limits of the municipality, or if none be printed therein, then in some one or more newspaper printed in the nearest city or town thereto and circulated therein.

VII. And be it enacted, That the sums subscribed for as aforesaid shall form a fund, to be called The Railway Municipal Subscription Fund; and so soon as the sum required shall have been subscribed for as aforesaid, it shall be lawful for the Governor in Council from time to time to authorize the issuing of debentures to an amount not exceeding in the whole that so subscribed for in such form, for such separate sums, and at such rate of interest not exceeding six per cent. per annum, and to make the principal and interest payable at such periods and at such places as to him shall seem most expedient, the said principal and interest being hereby made chargeable upon the Consolidated Revenue Fund of this Province; but after the principal and interest of any sum to be raised under this Act, or any Act of the present session, by advance from the Government of the United Kingdom, or with the guarantee of the said Government. And it shall also be lawful for the Governor in Council from time to time to authorize the issuing of debentures to an amount not exceeding in the whole that so subscribed for as aforesaid (and not exceeding at any time that for which debentures shall then be issued under this section on the credit of the Consolidated Revenue Fund) in such form, for such separate sums, and at the lowest rate of interest, not exceeding seven per cent. per annum, at which they can be negotiated at par, and to make the principal payable at any period, not being less than twenty years from the date of such debentures respectively, and the interest, at such periods as he may think proper, and to make the principal and interest payable at such places as he may deem most expedient, such principal being chargeable, not upon the said Consolidated Revenue Fund, but solely upon the Railway Municipal Subscription Fund aforesaid, and the Sinking Fund hereinafter mentioned.

Municipal Subscription Fund constituted. Authority to raise half the money on credit of Consolidated Revenue Fund.

And the other half on that of the Municipal Subscription Fund.

VIII. Provided always, and be it enacted, That the total sum to be raised for the purposes of this Act, upon the credit of the Consolidated Revenue Fund of this Province, Sum to be raised under this Act limited.

with or without any guarantee under the authority of the Parliament of the United Kingdom, and including any sum which may be advanced under the authority of the said Parliament, on the credit of the said Consolidated Revenue Fund, added to any sum which may be raised on the credit of the Municipal Subscription Fund, shall never exceed in the whole the sum of Four millions of pounds currency.

Sums raised on the credit of the two Funds mentioned in sect. 7, to be expended in equal proportions.

IX. And be it enacted, That the funds to be raised under the seventh section of this Act, on the credit of the Consolidated Revenue Fund, and those to be raised under the said section, on the credit of the Railway Municipal Subscription Fund, shall be expended as nearly as may be, in equal proportions, as the work advances in the several sections into which the Railway to be made may be divided by the Governor in Council.

In what cases only Municipal Corporations shall be called upon to pay interest on sums subscribed by them.

X. And be it enacted, That as well the cost of that part of the said Main Trunk Line of Railway, which is to be constructed with funds to be raised partly on the credit of the Province, and partly on that of the Railway Municipal Subscription Fund, as all the expenses and outlay of any kind to be incurred while the work is in progress, shall be defrayed out of the funds so to be raised as aforesaid, and that the Municipal Corporations so subscribing as aforesaid, shall be called upon to pay the interest on the sums for which they have subscribed, whenever at any time the said fund, and their share of the profits from any part of the work which shall have been completed, shall be insufficient to pay the interest on the sums borrowed on the credit of the Municipal Subscription Fund, in which case they shall from time to time pay such sums to the Receiver-General as may be sufficient, with any sums he may have in his hands applicable to the purpose, to enable him to pay such interest as it becomes due, the sum to be paid in such case by each Municipal Corporation being in proportion to the sum for which it may have subscribed.

Sinking Funds established.

XI. And be it enacted, That the share of the profits of that part of the said Railway last aforesaid, which may belong to the said Municipal Corporations, and shall not be required to pay the interest on the sums raised on the credit of the Railway Municipal Subscription Fund, shall be invested by the Receiver-General, and shall, with the interest thereon, form a Sinking Fund for the redemption of the debentures to be issued on the credit of the said Railway Municipal Subscription Fund; and that the share of the said profits which shall belong to the Province, after deducting three and a half per cent. per annum on the sums raised on the credit of the Consolidated Revenue Fund, shall be

also invested by the Receiver-General, and shall, with the interest thereon, form a Sinking Fund for the redemption of the debentures to be issued on the credit of the Consolidated Revenue Fund under the seventh section of this Act; and the share which the Province and the said Municipal Corporations shall respectively have in the profits of the said Rail-road, shall be in proportion to the sums which shall have been raised on the credit of the Consolidated Revenue Fund, and of the said Railway Municipal Subscription Fund respectively.

Shares of the Province and Municipal Corporations in the profits of the Railway.

XII. And be it enacted, That if at any time after the expiration of two years from the completion of that part of the said Railway last aforesaid, it shall appear to the Receiver-General that the Sinking Fund first aforesaid will not produce enough to pay off the principal of the debentures issued on the credit of the said Railway Municipal Subscription Fund at the time when the same will become payable, it shall be lawful for him to add not exceeding three per cent. per annum on the amount of such debentures to the sum which would otherwise be payable to him in any year by each Municipal Corporation; and such percentage shall form part of the said Sinking Fund, and shall be paid by such Municipal Corporations respectively, in like manner as any other moneys payable by them to the Receiver-General, under this Act.

Provision if the Municipal Sinking Fund be found insufficient.

XIII. And be it enacted, That the said Main Trunk Line of Railway, including that part thereof lying between the City of Quebec and the City of Halifax, or such part thereof as shall be made under the provisions of the preceding sections of this Act, shall be a Public Provincial Work, to be constructed and managed by the Commissioners of Public Works, under the control of the Governor in Council and subject to such supervision by the Board of Railway Commissioners hereinafter mentioned, as the Governor in Council shall direct; and all the powers vested in the Commissioners of Public Works, with regard to the taking of lands required for Public Works, and all other powers vested in them, and the provisions of the several Acts now in force relative to Public Works, and not inconsistent with this Act, shall apply to that part of the said Railway to be made as aforesaid, as fully as to any other Public Provincial Work; and the said Railway, and every part thereof, shall be made on such line, and in such places, as the Governor in Council shall determine and appoint as best adapted to promote the general interests of this Province.

The Railway to be a Public Provincial Work, and powers of Commissioners of Public Works as to taking lands, &c., to extend to it.

Governor in Council to determine the line.

XIV. And be it enacted, That the said Commissioners of Public Works, with the consent of the Governor in Council,

Powers to treat with certain Companies for

the purchase of
their property or
rights.

shall have full power to treat and agree with the Montreal and Lachine Rail-road Company, or the St. Lawrence and Atlantic Rail-road Company, for the purchase or use of the whole or any part of their respective Rail-roads, rights and property, which it may be found expedient to adopt as part of the said Main Trunk Line or Railway, and to pay such sum as may be agreed upon, to either of the said Companies, as compensation for any such Rail-road or portion thereof, rights or property, out of any moneys which might be applied to making part of the said Main Trunk Line of Rail-way at the same place; and the Directors of the said Companies respectively shall have full power and authority to treat and agree with the said Commissioners of Public Works for any of the purposes aforesaid, and to receive the compensation that may be agreed upon, and to give a valid discharge for the same, and to surrender and convey to Her Majesty for the public uses of the Province such Rail-road, or part thereof, rights or property as aforesaid, which shall hereafter be vested in Her Majesty for the uses aforesaid: Provided always, that nothing herein contained shall be construed to affect or impair any right now vested in Her Majesty to take the said Rail-roads, or either of them, or any of the rights or property of the said Companies, or either of them, under any Act incorporating such Company or amending the Act incorporating it.

Proviso.

In what cases
only, the Rail-way
may be made by
Private Com-
panies.

XV. And be it enacted, That if it be found to be impracticable to raise the funds for constructing the said Main Trunk Line of Railway in any of the modes herein-before mentioned, then the Governor of this Province may by proclamation declare that the same may be undertaken by any Private Companies thereunto authorized by the Legislature; and any Company in whose Act of Incorporation a Clause may have been inserted suspending its operation until the Governor should issue a proclamation declaring it in force, shall by the issuing of such proclamation, receive authority to commence its operations.

Recital.

XVI. And whereas, although it is highly desirable to afford every possible encouragement to the construction of Railways in all parts of the country, yet for the purpose of confining the liabilities of the Province within proper limits, and at the same time ensuring effectual aid to those undertakings which are most necessary to its progress and development, it is expedient to restrict the provisions of the Railway Guarantee Act herein-before cited, in the manner herein-after provided: Be it therefore enacted, That the guarantee offered by the said Act, and all the provisions of the said Act relative to such guarantee, shall

To what Rail-
ways the gua-
rantee under 12
Vic. c. 29, shall
be restricted.

be and are hereby restricted and confined to those Railroads which may form part of the said Main Trunk Line (in case of any part thereof being constructed by private Companies), and to the Saint Lawrence and Atlantic Railroad which has already received the said guarantee, and forms part of the said Main Trunk Line—the Great Western Railroad, which has been commenced and partly constructed on the faith of the said guarantee, and forms part of the said Main Trunk Line; and the Ontario, Simcoe and Huron Union Railroad, for the construction of which certain arrangements have been made in expectation and upon the faith of the said guarantee: Provided always that the expression, “The Great Western Railroad,” in this Act, shall mean only the Main Line of Railway which the Great Western Railroad Company are authorized to make from Burlington Bay to the Detroit River, and shall not include any Branches which the said Company is or may be authorized to make, nor shall the said guarantee be extended to any such Branch.

XVII. And for better ensuring the attainment of the objects proposed in the said Act and in this Act, be it enacted, That the Receiver General, the Inspector General, the Commissioner and Assistant Commissioner of Public Works, and the Provincial Postmaster General, shall constitute a Board of Railway Commissioners; and each of the said officers shall be a member of the said Board by virtue of his office, and so long, and so long only, as he shall hold the same. Such one of the said Officers as the members of the Board shall agree upon, shall be the Chairman and official organ of the Board; the Secretary of the Commissioners of Public Works shall be the Secretary of the said Board; and any report concurred in by a majority of the Board shall be deemed the Report of the Board.

XVIII. And be it enacted, That no Railway Company shall be entitled to the benefit of the said guarantee until the said Board shall have examined and approved the line selected for such Railroad, the intended gauge, the form and weight of rail, and general mode of construction of the road and of the larger bridges, viaducts and principal works upon such line, and shall have reported such approval to the Governor in Council, with their opinion that the Road is one which may advantageously form part of such Main Trunk Line as aforesaid;—That the Act incorporating the Company contains all such provisions as they think essential to the protection of the public interest, or that the Company have consented to the amendment of their charter by the insertion of such provisions; and that the

Road when completed will afford ample security to the Province against loss under the guarantee to be given with regard to it;—and the Line and mode of construction so approved shall not be altered or deviated from without an express Report of the said Board in favor of such alteration or deviation, nor unless such Report shall be approved by the Governor in Council, on pain of forfeiting the right of the Company to the said guarantee: Provided always, that the Ontario, Simcoe and Huron Railroad Union Company, shall be entitled to the said guarantee on complying with the other conditions aforesaid, although their Road does not form part of the said Main Trunk Line.

Proviso.

Railways over 100 miles long may be divided into sections, to each of which the guarantee may be extended.

XIX. And be it enacted that any Company having received such approval as aforesaid shall be empowered, if the length of their Railway exceeds one hundred miles, to divide the same into sections of not less than fifty miles each, and being, as nearly as the total length of the Railway and other circumstances will admit of seventy-five miles each, and each of such sections may after such division shall have been approved by the Governor, be considered for all the purposes of the said Act, and of this Act as a distinct Railway, and when the requirements of the said Act and of this Act are complied with, as regards any such section, the guarantee of the Province may be given for the sum required to complete such section, which sum shall not be applied to any other purpose; and the Company shall keep and render separate accounts of receipt and expenditure for each such section, and if any receipt or expenditure be common to two or more sections the same shall be fairly apportioned among them in such accounts to the satisfaction of the said Board.

Further conditions of such guarantee.

XX. And be it enacted, That the said guarantee shall not be given with regard to any Railway or Section until the said Board shall have reported to the Governor in Council that the land for the whole Railway or Section has been acquired and paid for; that a part of the work thereon has been completed to their satisfaction, and that the fair cost of the part so completed, including the fair cost of the land and of all materials then procured by and the property of the Company (and not merely the sum the Company may have actually expended upon the same) would not be less than the cost of the part remaining to be done, according to an estimate made upon tenders received and approved by the Company and by the said Board as fair and reasonable, in which case the guarantee of the Province may be granted for the sum necessary to complete such remaining part of the work according to such estimate; and generally,

it shall be the duty of the said Board to obtain and report to the Governor all such information and to do all such things as may be necessary to ensure the faithful execution of the said Act and of this Act, and any duty assigned to the Commissioners of Public Works by the said Act shall hereafter be performed by the said Board.

XXI. And be it enacted, That no Contract shall be entered into by any Company for the performance of work or the furnishing of materials for that part of their Railway, for the making whereof the said guarantee is to be granted, except with the approval of the said Board; that the said Board may suggest, and the Governor in Council may impose upon the Company such further conditions as they may think requisite for guarding the Province against loss; and that the guarantee may be granted to the Company from time to time, and as may be necessary, to enable them to meet their engagements under such Contracts as aforesaid when the work has been performed to the satisfaction of the said Board.

Certain contract to be subject to approval of the Governor in Council.

XXII. And be it enacted, That the said guarantee may, as regards those Companies whose Railways will form part of the said Main Trunk Line, and upon such conditions as the Governor in Council shall think fit, be extended to the payment of the principal of the sum guaranteed as well as to the payment of the interest thereon, provided the bonds guaranteed are made payable at periods previously approved by the Governor in Council, or in his discretion Provincial debentures for the amount to be guaranteed, or any part thereof, may be delivered to the Company in exchange for their bonds for like sums, and the principal and interest whereof shall be made payable at like periods, or at such others as may be agreed upon; and for the principal and interest of such bonds the Province shall have the same priority of hypothec, mortgage, and lien upon the Railway tolls and property of the Company, as by the said Act is given for sums paid or guaranteed by the Province, and subject to the same provisions, and the said guarantee may be given either at once for the whole sum to be raised by the Company, or from time to time, and by portions as the same shall be required for carrying on the works, according to the terms and conditions which shall have been made in that behalf: Provided always that it shall be lawful for the Governor in Council, if he shall deem it expedient and consistent with the interests of the Province, and the due maintenance of the public credit, to grant the same advantages, or any of them, to the "Ontario, Simcoe and Huron Rail-road Union Company," as he may, under this section,

Guarantee may on certain conditions extend to principal as well as interest.

Proviso.

Proviso.

grant to Companies whose Railways form part of the said Main Trunk Line of Railway: And provided also that one of the conditions on which the benefit of this section shall be granted to any Company shall be that no bye-law of such Company imposing tolls or affecting others than the Company, shall have force or effect until approved by the Governor in Council; and that no such bye-law shall remain in force for more than three years from the passing thereof, so that such bye-laws may be subject to periodical revisions by the said Governor in Council; and that the Company shall consent to such amendments (if any) of the Act, incorporating it as may be requisite to give full effect to this proviso.

Inconsistent enactments repealed.

XXIII. And be it enacted, That so much of the Act first above cited, or of any other Act or law as may be inconsistent with the provisions of this Act, shall be and is hereby repealed.

Word "Railway" interpreted.

XXIV. And be it enacted, That the word "Railway" in this Act, shall include all viaducts, bridges, station-houses, depôts, and other works, machinery, engines, vessels, carriages, and things of every kind which may be necessary or convenient to the making or using of any Railway.

Accounting clause.

XXV. And be it enacted, That the due application of all moneys expended under the authority of this Act, shall be accounted for to Her Majesty, her heirs or successors, through the Lords Commissioners of Her Majesty's Treasury for the time being in such manner and form as Her Majesty, her heirs and successors shall direct, and that an account of all moneys so expended shall be laid before the Provincial Parliament within fifteen days after the opening of the session thereof, next after such expenditure.

ANNO TERTIO-DECIMO ET QUARTO-DECIMO
VICTORIÆ REGINÆ.

CAP. CXVI.

An Act to incorporate Peter Patterson, Esquire, and others, under the name of "The Quebec and Richmond Rail-way Company."

[10th August, 1850.]

WHEREAS the construction of a Rail-road from the City of Québec, or from a point on the South shore of the River Saint Lawrence, as nearly opposite to the said City as may be found desirable, to the village of Richmond, or the neighbourhood thereof, there to connect with the Saint Lawrence and Atlantic Rail-road, would greatly contribute to the prosperity of this Province: And whereas the several persons hereinafter named are desirous to construct and maintain the said Rail-road: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same, That Peter Patterson, the Honourable Louis Massue, the Honourable Louis Méthot, W. J. C. Benson, Esquire, John Jones, F. R. Angers, Henry Le Mesurier, James Bell Forsyth, David Ramsay Steward, W. S. Henderson, Michael Scott, F. Evanturelle the younger, Laurent Paradis, Angus McDonald, William Lampson, Thomas W. Lloyd, together with such person or persons as shall under the provisions of this Act become Subscribers to, and Proprietors of any share or shares in the

Preamble.

Certain persons incorporated.

Rail-road hereby authorized to be made, and other works and property hereinafter mentioned, and their several and respective Heirs, Executors, Administrators, Curators and Assigns, being Proprietors of any such share or shares, are, and shall be, and be united into a Company for carrying on, making, completing and maintaining the said intended Rail-road, and other works, according to the rules, orders and directions hereinafter expressed, and shall for that purpose be one body politic and corporate, by the name of *The Quebec and Richmond Rail-road Company*, and by that name shall have perpetual succession, and shall have a common seal, and other the usual powers and rights of bodies corporate, not inconsistent with this Act, and by that name shall and may sue and be sued, and also shall and may have power and authority to purchase and hold lands, (which word shall throughout this Act be understood to include all that is above or below the surface thereof, and all the real rights or appurtenances thereunto belonging,) tenements and hereditaments, for them and their successors and assigns, for the use of the said Rail-road and works, without Her Majesty's *Lettres d'Amortissement*, saving nevertheless to the Seigneur or Seigniors within whose *censive* the lands, tenements and hereditaments, so purchased, may be situate, his and their several and respective *droits d'indemnité*, and all other Seigniorial rights whatever; and also to alienate and convey any of the said lands purchased for the purposes aforesaid; and any person or persons, bodies politic or corporate, or communities, may give, grant, bargain, sell or convey to the said Company of Proprietors, any lands, tenements or hereditaments, for the purposes aforesaid, and the same may re-purchase of the said Company, without *Lettres d'Amortissement*: And the said Company shall be, and are hereby authorized and empowered, from and after the passing of this Act, by themselves, their deputies, agents, officers, workmen and servants, to make and complete a Rail-road, to be called *The Quebec and Richmond Rail-road*, with one or more sets of rails or tracks; and to be worked by locomotive engines, or on the atmospheric principle, or in such other mode as the said Company may deem expedient, from some point on the River Saint Lawrence, as nearly opposite to the City of Quebec as may be found desirable, to the River Saint Francis, in or near the village of Richmond, in the Township of Ship-ton, in as direct a line as may be found convenient, there to connect with the Saint Lawrence and Atlantic Rail-road, and to erect wharves, warehouses, stores, and other buildings at either termination, and at such other place or places on the line of the said Rail-road, as they may deem expedient; and to build or purchase, hold or use one or more steamboats, or other vessels, to ply across the River Saint Lawrence, from the termi-

Corporate name
and powers.

nation of the Rail-road on the South shore to the City of Quebec, or to such other point on the North shore of the River Saint Lawrence as may be deemed expedient, and from the wharf or landing on the North shore, to construct a Rail-road to the City of Quebec.

II. And be it enacted, That for the purposes aforesaid, the said Company, their deputies, servants, agents, and workmen, are hereby authorized and empowered to enter into and upon any lands and grounds of the Queen's Most Excellent Majesty, not hereinafter excepted, or of any person or persons, bodies politic or corporate, or collegiate, or communities, or parties whatever, and to survey and take levels of the same, or any part thereof, and to set out and ascertain such parts thereof as they shall think necessary and proper for making the said intended Rail-road, and other works hereby authorized, and all such works, matters and conveniences, as they shall think proper and necessary for making, effecting, preserving, improving, completing, maintaining and using the said intended Rail-road and other works, and also to bore, dig, cut, trench, get, remove, take, carry away, and lay earth, clay, stone, soil, rubbish, trees, roots, beds of gravel or sand, or any other matters or things which may be dug or got in making the said intended Rail-road or other works on or out of the lands or grounds of any person or persons adjoining or lying convenient thereto, and which may be proper, requisite or necessary for making or repairing the said intended Rail-road, or the works incidental or relative thereto, or which may hinder, prevent or obstruct the making, using or completing, extending or maintaining the same respectively, according to the intent and purpose of this Act; and to make, build, erect and set up in or upon the said intended Rail-road, or upon the lands adjoining, or near the same respectively, such and so many houses, warehouses, toll-houses, watch-houses, telegraphs or other signals, weighing-beams, cranes, fire-engines, steam-engines, or other engines, either stationary or locomotive, inclined planes, machines, and other works, ways, roads and conveniences, as and when the said Company of Proprietors shall think requisite and convenient for the purposes of the said Rail-road and works; and also, from time to time, to alter, repair, divert, widen, enlarge and extend the same, and also to make, maintain, repair and alter any fences or passages over, under or through the said intended Rail-road; and to construct, erect and keep in repair any bridges, arches and other works upon or across any rivers or brooks, for the making, using, maintaining and repairing the said intended Rail-road; and to turn any such brook, river, or water course, and to change its course; and to construct, erect, make, and do all other matters and things which they shall think convenient and necessary for the making, effecting, extending,

Company may enter upon Her Majesty's lands, &c., and make surveys.

Further powers.

Compensation
to be made.

preserving, improving, completing and easy using of the said intended Rail-road, and other works, in pursuance of and according to the true intent and meaning of this Act, they, the said Company of Proprietors, doing as little damage as may be in the execution of the several powers to them hereby granted, and making satisfaction in manner hereinafter mentioned, to the owners or proprietors of, or the persons interested in the lands, tenements or hereditaments, water, water-courses, brooks or rivers respectively, which shall be taken, used, removed, prejudiced, or of which the course shall be altered or for all damages to be by them sustained in or by the execution of all or any of the powers given by this Act; and this shall be sufficient to indemnify the said Company and their servants, agents or workmen, and all other persons whatsoever, for what they or any of them shall do by virtue of the powers hereby granted, subject nevertheless to such provisions and restrictions as are hereinafter mentioned.

Highways to be
kept clear of
obstructions
when crossed by
road.

III. Provided always, and be it enacted, That whenever the said Company shall have occasion to carry their Rail-way along or across any street or highway in the City of Quebec, they shall at all times leave at least one half the width of the road-way clear of all obstructions arising from their work, nor shall the said Company have power to lay down a rail or track in any of the streets of the said City of Quebec unless with the consent of the Corporation of the said City, and by virtue of a By-law thereof, nor, when the said Rail-road shall cross any public street or highway, shall the ledge or flange of such Rail-way, for the purpose of guiding the wheels of the carriages, rise above the level of such road, nor sink below the level of the same more than one inch.

Surveyors to
take levels, &c.,
and make a book
of reference.

IV. And be it enacted, That for the purposes of this Act, the said Company shall and may, by some sworn Land-surveyor for Lower Canada, and by an Engineer or Engineers by them to be appointed, cause to be taken and made surveys and levels of the lands through which the said intended Rail-road is to be carried, together with a map or plan of such Rail-road, and of the course and direction thereof, and of the said lands through which the same is to pass, and the lands intended to be taken for the several purposes authorized by this Act, so far as then ascertained, and also a book of reference for the said Rail-road, in which shall be set forth a description of the said several lands, and the names of the owners, occupiers and proprietors thereof, so far as they can be ascertained by the said Corporation, and in which shall be contained every thing necessary for the right understanding of such plan or map; which said plan or map and book of reference shall be examined and certified by the person performing the duties formerly assigned to the

Surveyor-General or his deputies, who shall deposit copies thereof in the office of the Prothonotary of the Superior Court for the District of Quebec, and also in the office of the Secretary of the Province, and shall also deliver one copy thereof to the said Company; and all persons shall have liberty to resort to such copies so to be deposited as aforesaid, and to make extracts or copies thereof as occasion shall require, paying to the said Secretary of the Province, or to the said Prothonotary, at the rate of six pence, current money of this Province, for every hundred words; and the said triplicates of the said map or plan and book of reference, so certified, or a true copy or copies thereof, certified by the Secretary of the Province or by the Prothonotary, shall severally be, and are hereby declared to be good evidence in the Courts of Law and elsewhere.

V. Provided always, and be it enacted, That where the said Rail-road shall cross, or be carried along any street or public highway (which words shall in this Act include all public streets, lanes or other public ways or communications), neither the rail nor any other part of the Rail-road or works connected therewith, shall rise above the level of such street or highway, or sink below the level of such street or highway more than one inch; nor shall any locomotive be worked on the Rail-road within the limits of the City of Quebec, nor shall any car or carriage be drawn or propelled within the City by steam or by any other power than that of horses or other animals, attached to the cars or carriages, except by virtue of a by-law passed by the Corporation of the said City.

Road not to sink or rise more than one inch when crossing highways.

VI. Provided always, and be it enacted, That where any bridge shall be erected or made by the said Company, for the purpose of carrying the said Rail-road over or across any public highway, the space of the arch of any such bridge shall be formed, and shall at all times be and be continued of such breadth as to leave a clear and open space under every such arch of not less than twenty feet, and of a height from the surface of such highway to the centre of such arch of not less than sixteen feet, and the descent under any such bridge shall not exceed one foot in twenty feet.

Height of arches, &c.

VII. Provided always, and be it enacted, That in all places where it may be necessary to erect, build, or make any bridge or bridges, for carrying any public or carriage road, over the said Rail-road, the ascent of every such bridge, for the purpose of every such road, shall not be more than one foot in twenty feet; and a good and sufficient fence shall be made on each side of every such bridge, which fence shall not be less than four feet above the surface of such bridge.

Ascent of bridges, &c.

VIII. Provided always, and be it enacted, That in all cases where the said intended Railway shall cross any public high-

Sign-boards to be erected at crossings, &c.

way on a level, the said Company shall erect, and at all times maintain a good and sufficient sign-board stretching across the highway at such height as to leave sixteen feet from the highway to the lower edge of the signboard, and having the words "Railway crossing," "*Traverse de Chemin à Rails,*" painted in black letters not less than six inches in length, on a white ground, on each side of such sign-board, under a penalty of Five Pounds currency for every offence, to be recovered in like manner as any other penalty under this Act may be recovered.

Errors in book of reference not to prevent Company from entering upon lands.

IX. And be it enacted, That the said Company may make, carry or place their said intended Rail-road and works into, across or upon the lands of any person or party whomsoever on the line aforesaid, although the name of such party be not entered in the said book of reference, through error, want of sufficient information, or any other cause, or although some other person or party be erroneously mentioned as the owner of, or party entitled to convey, or interested in such lands.

Company may occupy beaches, &c.

X. And be it enacted, That it shall be lawful for the said Company, to take, use, occupy and hold, but not to alienate, so much of the public beach or beach-road, or of the land covered with the waters of the River Saint Lawrence at high tides on both the south and north shores of the said river, at the points on the said shores where the said intended Rail-road may reach the said River Saint Lawrence, or of the land covered by the waters of any other river or stream, or of their respective beds, (not exceeding the quantity limited in the next following section) as may be required for the said Rail-road and other works which they are hereby authorized to construct, doing no damage to nor causing any obstruction in the navigation of the said river or rivers.

Lands taken for rail-road not to exceed a certain breadth.

XI. And be it enacted, That the lands or grounds to be taken or used for such intended Rail-road, and the ditches, drains and fences to separate the same from the adjoining lands, shall not exceed thirty-three yards in breadth, except in such places where the said intended Rail-road shall be raised more than five feet higher or cut more than five feet deeper than the present surface of the land, in such places where it shall be judged necessary to have offsets for the locomotives or other engines and carriages using the said intended Rail-road, to lie or pass each other (and not above one hundred and fifty yards in breadth in any such place), or where any houses, warehouses, wharves, toll-houses, watch-houses, weighing-beams, cranes, fixed engines or inclined planes, may be erected, or goods, wares and merchandizes be delivered, (and then not more than two hundred yards in length, by one hundred and fifty yards in breadth) without the consent of the Proprietor, or of some party who can, under the provisions of this Act, convey such

lands to the said Company; and the places at which such extra breadth is to be taken shall be shewn upon the said plan or map: Provided always, that no land shall be taken by the said Company from any public highway, but the right of the Company shall be limited to the laying down, across or along the same, the rails and other contrivances, forming part of the said Rail-road, subject to the limitations mentioned in the fifth section or any other part of this Act.

XII. And be it enacted, That after any lands or grounds shall be set out and ascertained in manner aforesaid, for making and completing the said Rail-road and other works, and other the purposes and conveniences hereinbefore mentioned, it shall and may be lawful for all bodies corporate, politic or collegiate, corporations aggregate or sole, communities, *grevés de substitution*, guardians, curators, executors, administrators, and all other trustees or persons whatsoever, not only for and on behalf of themselves, their heirs and successors, but also for and on behalf of those whom they represent, whether infants, issue unborn, lunatics, idiots, *femes-covert*, or other persons or parties, who are or shall be seised, possessed, or interested, in any lands or grounds which shall be so set out and ascertained as aforesaid, or any part thereof, to contract for, sell and convey unto the said Company, all or any part of such lands or grounds which shall under this Act be set out and ascertained as aforesaid; and that all contracts, agreements, sales, conveyances and assurances, so to be made, shall be valid and effectual in law, to all intents and purposes whatsoever; any law, statute, usage or custom to the contrary thereof in any wise notwithstanding; and that all bodies politic, corporate or collegiate, or communities, and all persons whatsoever, so conveying as aforesaid, are hereby indemnified for what he, she or they, or any of them shall respectively do by virtue of or in pursuance of this Act: Provided always, that before the plan or map and book of reference shall be deposited, and before the lands required for the said Rail-road and works shall be set out and ascertained, it shall be lawful for any party who might under this Act convey any lands to the said Company, if the same were so set out and ascertained, to agree with the Company for the price to be paid for such lands, if they shall be thereafter so set out and ascertained; and such agreement shall be binding, and the price agreed upon shall be the price to be paid by the Company for the same lands, if they shall be afterwards so set out and ascertained, within one year from the date of such agreement, and although such land may in the meantime have become the property of a third party.

Company may contract for lands of corporations, &c.

Provido: certain agreements made valid.

XIII. Provided always, and be it enacted, That any body politic, community, corporation or other person or persons

As to corporations and parties who cannot sell.

whomsoever, who cannot, in common course of law, sell or alienate any lands or grounds so set out and ascertained, shall agree upon a fixed annual rent as an equivalent, and not upon a principal sum, to be paid for the lands or grounds so set out and ascertained as necessary for making the said Rail-road, and other the purposes and conveniences relative thereto and connected therewith; and in case the amount of such rent shall not be fixed by voluntary agreement or compromise, it shall be fixed in the manner hereinafter prescribed, and all proceedings shall in that case be regulated as hereinafter prescribed, and for the payment of the said annual rent, and every other annual rent agreed upon or ascertained, and to be paid by the said Company for the purchase of any lands or for any part of the purchase money of any land which the vendor of any land shall agree to leave in the hands of the said Company, and the said Rail-road, and the tolls to be levied and collected thereon, shall be and are hereby made liable and chargeable, in preference to all other claims or demands thereon whatsoever; the deed creating such charge and liability being duly registered.

As to proprietors
par indivis.

XIV. Provided always, and be it enacted, That whenever there shall be more than one party proprietor of any land or property, *par indivis*, any agreement made in good faith between the said Company and any party or parties, proprietor or being together proprietors, of one third or more of such land or property, as to the amount of compensation for the same or for any damages thereto, shall be binding as between the remaining proprietor or proprietors, *par indivis*, and the Company; and the proprietor or proprietors who have so agreed may deliver possession of such land or property to the Company, or empower them to enter upon the same, as the case may be.

As to compensation for lands, &c., taken for rail-road.

XV. And be it enacted, That it shall be lawful for the said Company of Proprietors to apply to the several owners of the estates, lands and grounds through which such Rail-road is intended to be carried, and to agree with such owners respectively touching the compensation to be paid to them by the said Company of Proprietors for the purchase thereof, and for their respective damages; and in case of disagreement between the said Company and the said owners, or any of them, then all questions which shall arise between the said Company, and the several proprietors of, and persons interested in any estates, lands or grounds that shall or may be taken, affected or prejudiced by the execution of any of the powers hereby granted, or any indemnification for damages which may or shall be at any time or times sustained by any bodies politic or corporate, or communities, or any other person or persons respectively, being owners of or interested in any estate, lands or grounds, for or by reason of the making, repairing or maintaining the

said Rail-road or other works or machines incidental or relative thereto or connected therewith, shall and may be settled by agreement of the parties, or by arbitration, or if either of the parties shall not be inclined to make an agreement or to appoint arbitrators, or by reason of absence shall be prevented from treating, or through disability, by non-age, coverture or other impediment, cannot treat or make such agreement, or enter into such arbitration, or shall not produce a clear title to the premises, which they claim an interest in, then, and in every such case, the said Company of Proprietors may make application to the Superior Court stating the grounds of such application, and such Court is hereby empowered and required from time to time, upon such application, to issue a Warrant, directed to the Sheriff of the District for the time being, commanding such Sheriff to impanel, summon and return a jury, qualified according to the Laws of Lower Canada to be returned for trials of issues joined in civil cases in the said Court, to be and appear before the said Court at such time and place as in such Warrant shall be appointed, and all parties concerned may have their lawful challenge against any of the said jurymen, but shall not challenge the array; and the said Court is hereby empowered to summon and call before them all and every such person or persons as it shall be thought necessary to examine as witnesses touching the matters in question; and the said Court may authorize and order the said jury, or any six or more of them, to view the place or places, or matter in controversy, which Jury upon their oaths (all which oaths, as the oaths to be taken by any person or persons who shall be called upon to give evidence, the said Court is hereby authorized to administer), shall enquire of, assess, and ascertain the distinct sum or sums or money, or annual rent to be paid for the purchase of such lands or grounds, or the indemnification to be made for the damage that may or shall be sustained as aforesaid, and in so doing the said Jury shall take into consideration the damage or inconvenience which may arise by means of any bridges, roads or other communication made necessary by reason of the said Rail-road, and may assess separate damage for the same; Provided always, that the said Jury are hereby required, authorized and empowered to take into consideration the increased value that would be given to any lands or grounds through or over which the said intended Rail-road should pass by reason of the passage of the said Rail-road through or over the same, and to set off or compensate the said increased value that would attach to the said lands or grounds, against the inconvenience, loss or damage, that might be suffered or sustained as aforesaid, and the said Jury shall distinguish the value set upon the lands, and the money assessed or adjudged for

Jury to be summoned.

Proviso: certain rules established as to mode of calculating compensation.

damages separate and apart from each other: and the said Court shall give judgment for such sum, rent or indemnification so to be assessed by such juries, which said verdict, and the judgment so thereupon pronounced, shall be binding and conclusive to all intents and purposes against the Queen's Majesty, Her Heirs and Successors, and against all bodies politic, corporate, or collegiate, or communities, and all persons whomsoever.

As to cases in which a jury allows more money than previously offered.

XVI. And be it enacted, That in all cases where a verdict shall be given for more money as an indemnification or satisfaction for any lands, grounds, or hereditaments or property, or for any annual rent of any lands, grounds, hereditaments or property, of any person or persons whomsoever, than had previously been offered by or on behalf of the said Company, then all the expenses of summoning such Jury and taking such inquest shall be settled by the Court and defrayed by the said Company of Proprietors; but if any verdict shall be given for the same or a less sum than had been previously offered by and on behalf of the said Company, or in case no damages shall be given by the verdict when the dispute is for damages only, then and in every such case the costs and expenses shall be settled in like manner by the Court, and be borne and paid by the party or parties with whom the said Company shall have had such controversy; which said costs and expenses having been so settled, shall and may be so deducted out of the money so assessed and adjudged, when the same shall exceed such costs and expenses, as so much money advanced to and for the use of such person or persons; and the payment or tender of the remainder of such money shall be deemed and taken, to all intents and purposes, to be a payment or tender of the whole sums so assessed or adjudged as aforesaid.

On payment, &c. of sum, &c. Company may take possession of lands.

XVII. And be it enacted, That upon payment or legal tender of such sum or sums of money or annual rent, as shall be contracted or agreed for between the parties, or determined by arbitrators, or assessed by such Juries in manner respectively as aforesaid to the Proprietors thereof, or other person or persons entitled to receive the same, or to the principal officer or officers of any such body politic, corporate or collegiate, or community, at any time after the same shall have been so agreed for, determined or assessed, such lands, grounds or hereditaments or property respectively, may be entered upon or taken possession of by the said Company, and applied to the purpose of making and maintaining the said Rail-road and other works and conveniences thereto appertaining.

Agreements, &c., to be kept of record by Prothonotary.

XVIII. And be it enacted, That all agreements, sales and conveyances, and all determinations by arbitration as aforesaid, or notarial copies thereof, when the same may be passed before

Notaries, and also the said verdicts and judgments thereupon, shall be transmitted to and kept by the Prothonotary of the Superior Court in the District of Quebec, to be kept among the records of the said Court, to all intents and purposes; and the same, or true copies thereof, shall be allowed to be good evidence in all Courts whatsoever in this Province, and all persons shall have liberty to inspect the same, paying for each inspection the sum of one shilling currency, and to have and obtain copies thereof, paying for every copy not exceeding one hundred words, the sum of six pence currency, and so in proportion for any number of words; and immediately on such payments of purchase money or rent as aforesaid, and entry of such agreements, sales, conveyances, determinations by arbitration, verdicts, judgments, and other proceedings of the said Court and Juries, all the estate, right, title, interest, use, trust, property, claim and demand, in law and equity, of the person or persons for whose use such money or rent shall be paid into and out of the said lands, grounds, and tenements, hereditaments and premises, shall vest in the said Company, and the said Company shall be deemed in law to be in actual possession and *seisin* of the same to all intents and purposes whatsoever, as fully and effectually as if every person having an estate therein had been able to convey and had actually conveyed the same to them by the most effectual legal conveyance, and such payment shall bar all right, title, interest, claim and demand of the person or persons to whose use the same shall be made, bodies politic, corporate or collegiate, ecclesiastical or civil communities, women subject to marital authority, minors, interdicted persons or absentees, who may have or claim to have any right, title, interest, claim or demand therein, and of every other person or persons whomsoever, even for dower not yet open (*douaire non encore ouvert*); any law to the contrary notwithstanding.

XIX. And be it enacted, That application to the said Court for indemnity for any damage or injury sustained by reason of the powers and authority given by this Act, shall be made within six calendar months next after the time of such supposed damage sustained, or in case there shall be a continuation of damage, then within six calendar months next after the doing or committing such damage shall cease, and not afterwards, and the Defendant or Defendants shall and may plead the general issue, and give this Act and the special matter in evidence at any trial to be had thereupon, and may aver that the same was done in pursuance and by authority of this Act.

Time within which indemnity for damage shall be claimed.

XX. And be it enacted, That if any person shall, by any means or in any manner or way whatsoever, obstruct or interrupt the free use of the said Rail-road or the carriages, vessels, engines or other works incidental or relative thereto or connected there-

Penalty on persons obstructing Rail-road.

with, or do any other wilful hurt or mischief, such person shall for every such offence incur a forfeiture or penalty of not less than five pounds, nor exceeding ten pounds currency; one half of which penalty and forfeiture, to be recovered before one or more Justices of the Peace, shall go to the prosecutor or informer, and the other half to Her Majesty, Her Heirs and Successors, and shall be paid into the hands of the Receiver General, and be applied for the public uses of this Province, and the support of the Government thereof.

Penalty on persons causing damage to road, &c.

XXI. And be it enacted, That if any person or persons shall wilfully or maliciously, and to the prejudice of the said Rail-road authorized to be made by this Act, break, throw down, damage or destroy the same or any part thereof, or any of the houses, warehouses, toll-houses, watch-houses, weigh-beams, cranes, carriages, vessels, engines, inclined planes, machines or other works or devices incidental and relative thereto or connected therewith, or do any other wilful hurt or mischief, or wilfully or maliciously obstruct or interrupt the free use of the said Rail-road, vessels or works, such person or persons shall be adjudged guilty of felony, and the Court by and before whom the person or persons shall be tried and convicted shall have power and authority to cause such person or persons to be punished in like manner as felons are directed to be punished by the laws in force in this Province, or in mitigation thereof, to award such sentence as the law directs in cases of simple larceny, as to such Court shall seem fitting.

Books of subscription to be opened.

Proviso.

XXII. And to the end that the said Company may be enabled to carry on so useful an undertaking, Be it enacted, that it shall and may be lawful for the said Company of Proprietors and their successors to raise and contribute among themselves, in such proportions as to them shall seem meet and convenient, a competent sum of money for the making and completing the said Rail-road and vessels, and all such other works, matters and conveniences as may be found necessary for making, effecting, preserving, improving, completing, maintaining and using the said Rail-road, vessels and other works: Provided always, that the before mentioned Peter Patterson, the Honorable Louis Massue, the Honorable Louis Méthot, W. H. Benson, Esquire, John Jones, F. R. Angers, Henry Le Mesurier, James Bell Forsyth, David Ramsay Stewart, W. S. Henderson, Michael Scott, F. Evanturelle, the younger, Laurent Paradis, Angus McDonald, William Lampson and Thomas W. Lloyd, or a majority of them, shall cause books of subscription to be opened in the Cities of Quebec and Montreal, and at the Town of Sherbrooke, and elsewhere, as they shall from time to time appoint, until the first meeting of Proprietors hereinafter provided for, for receiving the signatures of persons willing to become subscribers to the said

undertaking, and for this purpose they shall give public notice, in the said City of Quebec, in some newspaper there published in the English language, and also in some newspaper there published in the French language, of the time and place in which the said books will be opened and ready for receiving signatures as aforesaid, and of the persons by them authorized to receive such subscriptions; and every person who, or whose attorney, shall write his or her signature in such book as a subscriber to the said undertaking, shall thereby become a member of the said corporation, and shall have the same rights and privileges, as such, as are hereby conferred on the several persons who are herein mentioned by name as members of the said corporation: Provided always, that the sums so raised shall not exceed six hundred and fifty thousand pounds, current money of this Province, in the whole, except as is hereinafter mentioned, and that the same be divided into such number of shares as hereinafter directed, at a price of twelve pounds ten shillings currency aforesaid, per share, and the money to be raised is hereby directed and appointed to be laid out and applied in the first place for and towards the payment, discharge and satisfaction of all fees and disbursements for obtaining and passing this Act, and for making the surveys, plans and estimates incident thereunto, and all other expenses relating thereunto, and all the rest, residue and remainder of such money for and towards making, completing and maintaining the said Rail-road and other the purposes of this Act, and to no other use, intent or purpose whatever.

Proviso:
capital not to
exceed £850,000
currency.

XXIII. And be it enacted, That the said sum of six hundred and fifty thousand pounds currency, or such part thereof as shall be raised by the several persons hereinbefore named, and by such other person or persons who shall or may at any time become a subscriber or subscribers to the said Rail-road and other works, shall be divided and distinguished into fifty-two thousand equal parts or shares at a price not exceeding twelve pounds ten shillings currency aforesaid per share; and that the shares be deemed personal estate, and shall be transferable as such; and that the said fifty-two thousand shares shall be and are hereby vested in the said several subscribers, and their several respective heirs, executors, curators, administrators and assigns, to their and every of their proper use and behoof, proportionably to the sum they and each of them shall severally subscribe and pay thereunto, and all and every the bodies politic, corporate or collegiate, or communities, and all and every person or persons, their several and respective successors, executors, curators, administrators and assigns, who shall severally subscribe and pay the sum of twelve pounds ten shillings, or such sum or sums as shall be demanded in lieu thereof, towards carrying on and

Capital to be
divided into
52,000 shares of
£12 10s. each.

completing the said intended Rail-road, shall be entitled to and receive, after the said Rail-road shall be completed, the entire and net distribution of the profits and advantages that shall and may arise and accrue by virtue of the sum and sums of money to be raised, recovered or received by the authority of this Act, in proportion to the number of shares so held: and every body politic, corporate or collegiate, or community, person or persons, having such property of one fifty-two thousandth part or share in the said undertaking, and so in proportion as aforesaid, shall bear and pay an adequate and proportional sum of money towards carrying on the said undertaking, in manner by this Act directed and appointed.

Preferential
stock may be
created.

Rights of
holders thereof.

XXIV. And be it enacted, That it shall and may be lawful for the said Company, at any special general meeting of the Shareholders thereof, convoked by public notice to that effect, published, as by this Act is directed, for the space of six weeks previous to the day fixed for such special meeting, to declare that the shares or any given number of the shares of the capital Stock of the Company remaining unsubscribed for, shall, on being subscribed for, entitle the holders to the preference in the division of profits hereinafter provided; and thereupon, the shares to be newly subscribed for, and entitled to such preference, shall be distinguished as shares of the New and Preferential Stock of the Company, and the Directors of the Company shall and may thereafter from time to time, and wheresoever in this Province or elsewhere, and under such regulations as they shall deem meet, open a book or books for the receipt of subscriptions for the shares of the New and Preferential Stock of the Company: and subscribers therefor, and their legal representatives and assigns, shall be deemed holders of the shares subscribed for, and be liable and bound to pay the calls to be made in respect thereof, and otherwise shall be on the same footing as the holders of shares of the Old Stock, but with the said preference in the division of profits hereinafter provided; and all transfers of shares of the capital stock of the Company shall express whether the shares transferred are shares of the Old Stock or of the New and Preferential Stock of the said Company.

Company may
borrow money.

Sum and interest
limited.

XXV. And be it enacted, That the said Company may from time to time lawfully borrow either in this Province or elsewhere, such sum or sums of money, not exceeding at any one time the sum of one hundred and fifty thousand pounds, currency, as they may find expedient, and at such rate of interest not exceeding six per cent. per annum as they may think proper; and may make the bonds, debentures, or other securities they shall grant for the sums so borrowed, payable either in currency or in sterling, and at such place or places within or without

this Province as they may deem advisable, and may hypothecate or pledge the lands, tolls, revenues, and other property of the said Company for the due payment of the said sums and the interest thereon.

XXVI. And be it enacted, That in borrowing moneys by way of loan, and in creating mortgages or *hypothèques* for securing the same, the debentures of the said Company therefor shall and may be in the forms contained in the Schedules numbers one and two respectively, annexed to this Act, and the registration at full length, of a debenture, in the form of the Schedule number one, in the Registry Office for the County in which the land or real estate, or any portion of the land or real estate of the Company thereby specially mortgaged and hypothecated shall lie, shall perfect the mortgage or *hypothèque* created by such debenture; and the debenture and mortgage or *hypothèque* thereby created shall be, to all intents and purposes, binding upon the said Company, in favor of the holder of the debenture; any law or usage to the contrary notwithstanding: Provided always, that no debenture of the said Company shall be for a less sum than one hundred pounds currency.

Debentures for money borrowed to be in form of Schedules 1 & 2.

Proviso.

XXVII. And be it enacted, That if after the registration in a County Registry Office of a debenture of the said Company creating a mortgage or *hypothèque*, such debenture shall be presented at the Registry Office at which it was registered, with the word "cancelled," and the signature of the President, or other duly authorized Director of the said Company, or of the Secretary of the said Company written across its face, the Registrar or his deputy, on receiving the usual fee in that behalf, and on proof of the cancellation, by the oath of one credible witness, (which oath the Registrar or his deputy is authorized to administer,) shall forthwith make an entry, in the margin of the Register, against the registry of such debenture, to the effect that the same has been cancelled, adding to such entry the date thereof, and his signature, and thereupon the cancelled debenture shall be filed and remain of record in the said Registry office: Provided always, that if any such cancelled debenture shall have been registered in more than one Registry office, it shall remain of record in the Registry Office of the county within which the greater part of the property mortgaged and hypothecated thereby shall lie, the other Registrar or Registrars, or his or their deputies, having first endorsed thereon a certificate of the entry by him or them made of the cancellation thereof.

Enregistration of cancelled debentures.

Proviso.

XXVIII. And be it enacted, That if at any time, the Mayor and Councillors of the City of Quebec, or the Ecclesiastics of the Seminary of Quebec, or the Ladies of the Ursuline Convent of Quebec, or of the Hôtel-Dieu of Quebec, or any other cor-

Quebec Corporation and other corporations may subscribe for shares, &c.

porate body, civil, ecclesiastical or collegiate, in this Province, shall be desirous of subscribing for shares of the Capital Stock of the said Company, or of otherwise promoting the speedy completion of the said Rail-road, by loans of money or securities for money at interest, it shall be lawful for them respectively so to do in like manner and with all the rights and privileges in respect thereof, as private individuals may do under and in virtue of this Act; any thing in any Ordinance or Act, or Instrument of Incorporation of any such body, or in any law or usage to the contrary notwithstanding: Provided always, and be it enacted, that if the Mayor and Councillors of the City of Quebec become stockholders of the said Company or loan money or securities for money to the said Company, then and in that case the Mayor shall be, *ex officio*, one of the Directors of the said Company without being subject to election.

Proviso.

Order of charges on revenue of road.

Incidental expences.

Annual rents. Interest.

Interest.

Sinking fund.

Dividend on preferential stock.

On old stock

On both stocks

Company may become parties to promissory notes, &c.

XXIX. And be it enacted, That on the completion of the said Railroad, the revenue derived therefrom shall be applied in the following order, that is to say:

First. To the discharge of all direct and incidental expences necessary for the full and efficient working of the said Railroad and its accessories, and keeping the same in perfect order and repair.

Secondly. To the payment of annual rents (*rentes constituées*.)

Thirdly. To the payment of interest on moneys loaned to the Company under the guarantee of either the Provincial or the Imperial Government for the payment of such interest;

Fourthly. To the payment of interest on all other moneys loaned to the said Company;

Fifthly. To the appropriation of a portion not less than two per centum of the amount of the remaining revenue or profits as a sinking fund towards the discharge of the capital of moneys loaned to the Company.

Sixthly. To the payment of dividend of profits to the extent of six per centum per annum on the shares of the "New and Preferential Stock" of the Company;

Seventhly. To the payment of dividends of profits to the extent of six per centum per annum on the shares of the Old Stock of the Company.

Lastly. To the payment of dividends of profits on the Old and New and Preferential Stock of the Company without distinction.

XXX. And be it enacted, That the said Company shall have power to become parties to promissory notes and bills of exchange; and any promissory note made or endorsed, and any bill of exchange drawn, accepted or endorsed by the President of the Company and countersigned by the Secretary and under the authority of a majority of a quorum of the Directors, is and shall be binding upon the Company; and every promissory note or bill of exchange made, drawn, accepted or endorsed by

the President of the said Company, and countersigned by the Secretary as such, either before or after the passing of this Act, shall be held to have been properly made, drawn, accepted or endorsed, as the case may be, for the Company, until the contrary be shown; and in no case shall it be necessary to have the seal of the Company affixed to any such bill of exchange or promissory note, nor shall the President or the Secretary and Treasurer of the Company so making, drawing, accepting or endorsing any such promissory note or bill of exchange be thereby subjected individually to any liability whatever: Proviso. Provided always, that nothing in this clause shall be construed to authorize the said Company to issue any note payable to bearer or any promissory note intended to be circulated as money, or as the notes of a bank.

XXXI. And be it enacted, That the number of votes to Proportion of votes to shares. which each Proprietor of shares in the said undertaking shall be entitled on every occasion where, in conformity to the provisions of this Act, the votes of the members of the said Company of Proprietors are to be given, shall be in the proportion to the number of shares held by him, that is to say: one vote for each share less than one hundred and fifty: Provided always, that no one proprietor as aforesaid, shall have more than one hundred and fifty votes; and all proprietors of shares, whether resident in this Province or elsewhere, may vote by proxy, if he, she or they shall see fit, provided that such Proxies, proxy be a proprietor in the said Company, and moreover do produce from his constituent or constituents, an appointment in writing in the words or to the effect following, that is to say:

“I Form of proxy. of one of the Proprietors of the Quebec and Richmond Rail-road, do hereby nominate, constitute and appoint of to be my proxy, in my name and in my absence, to vote or to give my assent to or dissent to any business, matter or thing, relating to the said undertaking that shall be mentioned or proposed at any meeting of the Proprietors of the said undertaking, or any of them, in such manner as he, the said , shall think proper, according to his opinion and judgment, for the benefit of the said undertaking, or any thing appertaining thereto. In witness whereof, I have hereunto set my hand and seal, the day of in the year”

And such vote or votes by proxy, shall be as valid as if such principal or principals had voted in person; and whatever question, election of proper officers, or matters or things shall be proposed, discussed or considered in any public meeting of the proprietors, to be held by virtue of this Act, shall be determined by the majority of votes and proxies then present and so

given as aforesaid; and all decisions and acts of any such majority shall bind the said Company.

Shareholders
not individually
liable, &c.

XXXII. And be it enacted, That no Shareholder in the said Company of Proprietors, shall be in any manner whatsoever liable for or charged with the payment of any debt or demand due by the said Company beyond the extent of his, her or their share in the Capital of the said Company not paid up.

First general
meeting of pro-
priators.

XXXIII. And be it enacted, That the first general meeting of the Proprietors for putting this Act in execution may be held at the Court House in the City of Quebec, whenever fifteen hundred shares in the said undertaking shall have been subscribed for, provided that public notice thereof be given during one week in some newspaper published in the English language, and in some newspaper published in the French language, at Quebec, and signed by at least ten of the subscribers to the said undertaking holding among them at least two hundred shares; and at such general meeting the Proprietors assembled, with such proxies as shall be present, shall choose thirteen persons, being each a Proprietor of not less than ten shares in the said undertaking, to be Directors of the said Company, in such manner as is hereinafter directed, and shall also proceed to pass such Rules and Regulations and By-laws as shall seem to them fit, provided they be not inconsistent with this Act.

What may be
done at it.

Time of holding
office of direc-
tors.

XXXIV. And be it enacted, That the Directors first appointed (or those appointed in their stead, in case of vacancy) shall remain in office until the election of Directors in the month of January, One thousand eight hundred and fifty-two; and that in the month of January in the said year, and each year thereafter, and on such day of the month, as shall be appointed by any By-law, an annual general meeting of the said Proprietors shall be held to choose Directors in the room of those whose office may at that time become vacant, and generally to transact the business of the Company; but if at any time it shall appear to any ten or more of such Proprietors, holding together two hundred shares at least, that for more effectually putting this Act in execution, a special general meeting of Proprietors is necessary to be held, it shall be lawful for such ten or more of them to cause fifteen days' notice at least to be given thereof in two public newspapers as aforesaid, or in such manner as the Company shall by any By-law direct or appoint, specifying in such notice the time and place, and the reason and intention of such special meetings respectively; and the Proprietors are hereby authorized to meet pursuant to such notices, and proceed to the execution of the powers by this Act given them with respect to the matters so specified only; and all such acts of the Proprietors or a majority of them, at such special meetings assembled, such majority as principals or

Special general
meetings.

proxies not having less than two hundred shares, shall be as valid to all intents and purposes as if the same were done at annual meetings: Provided always, that it shall and may be lawful for the said Company of Proprietors at such special meetings, (in like manner as at annual meetings,) in case of the death, absence, resignation or removal of any person elected a Director to manage the affairs of the said Company in manner aforesaid, to elect another or others in the room or stead of those of the Directors who may die, or be absent, resign or be removed as aforesaid, any thing in this Act to the contrary notwithstanding; but if such election be not made, such death, absence or resignation shall not invalidate the acts of the remaining Directors.

Proviso: supplying vacancies in directorship.

XXXV. And be it enacted, That at each of the said annual meetings of the Proprietors, three of the said thirteen Directors shall retire in rotation, the order of retirement of the said first elected thirteen Directors being decided by lot, but the Directors then or at any subsequent time retiring shall be eligible for re-election: Provided always, that no such retirement shall have effect unless the Proprietors shall at such annual meeting proceed to fill up the vacancies thus occurring in the Direction.

Retirement of directors.

Proviso.

XXXVI. And be it enacted, That any meeting of the said Directors, at which not less than five Directors shall be present, shall be competent to use and exercise all and any of the powers hereby vested in the said Directors of the said Company: Provided always, that no one Director, though he may be a Proprietor of many shares, shall have more than one vote at any meeting of the Directors, except the Chairman, who shall be chosen by and out of the said Directors, and who in case of a division of equal numbers, shall have the casting vote, although he may have given one vote before: And provided also, that such Directors shall from time to time be subject to the examination and control of the said annual and special meetings of the said Proprietors as aforesaid, and shall pay due obedience to all By-laws of the Company, and to such orders and directions in and about the premises, as they shall from time to time receive from the said Proprietors at such annual or special meetings; such orders and directions not being contrary to any express directions or provisions in this Act contained: And provided also, that the Act of any majority of a quorum (or five) of the Directors present at any meeting regularly held, shall be deemed the act of the Directors.

Quorum of directors.

Proviso.

Proviso.

Proviso.

XXXVII. Provided always, and be it enacted, That no person holding any office, place or employment, or being concerned or interested in any contract or contracts under the said Company, shall be capable of being chosen one of the Directors for managing the affairs of the said Company.

Officers of Company cannot be directors.

Appointment of
Auditors.

Calls for instal-
ment.

Proviso.

Proviso.

Further powers
of Directors.

Subscribers
bound to pay
calls.

Forfeiture for
refusing to pay
calls.

XXXVIII. And be it enacted, That every such annual meeting shall have power to appoint, not exceeding three Auditors, to audit all accounts of money laid out and disbursed, on account of the said undertaking, by the Treasurer, Receiver or Receivers, and other officer and officers, to be by the said Directors appointed, or by any other person or persons whatsoever, employed by or concerned for or under them, in and about the said undertaking; and to that end, the said Auditors shall have power to adjourn themselves over from time to time, and from place to place, as shall be thought convenient by them; and the said Directors, chosen under the authority of this Act, shall have power from time to time, to make such call or calls of money from the Proprietors of the said Rail-road and other works, to defray the expense of, or to carry on the same, as they from time to time shall find wanting and necessary for these purposes; Provided, however, that no call do exceed the sum of One Pound Five Shillings for every share of Twelve Pounds Ten Shillings: And provided also, that no calls be made, but at the distance of at least one calendar month from each other; and such Directors shall have full power and authority to direct and manage all and every the affairs of the said Company, as well in contracting for and purchasing lands, rights and materials for the use of the said Company, as in employing, ordering and directing the work and workmen, and in placing and removing under-officers, clerks, servants and agents, and in making all contracts and bargains touching the said undertaking, so that no such purchase, bargain, or other matter, be done or transacted without the concurrence of a majority of a quorum of such Directors, at a meeting of Directors, regularly held, or in conformity with some express By-law of the Company; and the owner or owners of one or more shares in the said undertaking, shall pay his, her or their shares of the moneys to be called for as aforesaid, to such person or persons, and at such time and place as the said Directors shall from time to time appoint and direct; of which three weeks' notice at least, shall be given in two newspapers as aforesaid, or in such other manner as the said Proprietors, or their successors, shall by any By-law direct or appoint; and if any person or persons shall neglect or refuse to pay his, her or their rateable or proportionable part or share of the said money to be called for as aforesaid, at the time and place so appointed, he, she or they neglecting or refusing, shall forfeit a sum not exceeding the rate of Five Pounds for every one hundred pounds of his, her or their respective share or shares in the said undertaking; and in case such person or persons shall neglect to pay his, her or their rateable calls as aforesaid for the space of two calendar months after the time appointed for the payment thereof as aforesaid, then he, she or they shall forfeit his, her and

their respective share and shares in the said undertaking, and all the profit and benefit thereof; all which forfeitures shall go to the rest of the Proprietors of the said undertaking, their successors and assigns, for the benefit of the said Proprietors, in proportion to their respective interests.

XXXIX. Provided always, and be it enacted, That no advantage shall be taken of the forfeiture of any share or shares of the said undertaking, unless the same shall be declared to be forfeited at some annual or special meeting of the said Company, assembled after such forfeiture shall be incurred; and every such forfeiture shall be an indemnification to and for every Proprietor so forfeiting, against all action or actions, suits or prosecutions whatsoever, to be commenced or prosecuted for any breach of contract or other agreement between such Proprietor and the other Proprietors with regard to carrying on the said Rail-road or undertaking.

No advantages to be taken of forfeiture of shares in certain cases.

XL. And be it enacted, That the said Company shall always have power and authority at any general meeting assembled as aforesaid, to remove any person or persons chosen upon such Board of Directors as aforesaid, and to elect others to be Directors in the room of those who shall die, resign or be removed, and to remove any other officer or officers under them; and to revoke, alter, amend or change any of the By-laws or orders prescribed with regard to their proceedings amongst themselves, (the method of calling general meetings, and their time and place of assembling and manner of voting, and of appointing Directors only, excepted); and shall have power to make such new rules, By-laws, and orders, for the good government of the said Company and their servants, agents and workmen, for the good and orderly making, maintaining and using the said Rail-road and all other works connected therewith, or belonging thereto, or hereby authorized, and for the well governing of all persons whatsoever travelling upon or using the said Rail-road and other works, or transporting any goods, wares, merchandize or other commodities thereon; and by such By-laws to impose and inflict such fines or forfeitures upon the persons guilty of a breach of such By-laws or orders as to such general meeting shall seem meet, not exceeding the sum of twenty-five pounds, current money of this Province for every offence; such fines and forfeitures to be recovered and levied by such ways and means as are hereinafter mentioned: which said By-laws and orders being put into writing, under the common seal of the said Company of Proprietors, shall be published at least twice in two newspapers as aforesaid, and affixed in the office of the said Company, and in all and every other of the places where tolls are to be gathered, and in like manner as often as any change or alteration shall be made to the same; and the said By-laws and

Company may remove Directors, &c.

Making and repealing By-laws, &c. for certain purposes.

How By-laws shall be published.

orders so made and published as aforesaid shall be binding upon and observed by all parties, and shall be sufficient in any Court of Law or Equity to justify all persons who shall act under the same; and any copy of the said By-laws, or any of them certified as correct by the President, and having the Seal of the Corporation affixed to it, shall be deemed authentic, and shall be received as evidence of such By-laws in any Court without further proof.

Copies of By-laws.

Proprietors may dispose of their shares on certain conditions.

XLI. And be it enacted, That it shall and may be lawful to and for the several Proprietors of the said Rail-road or undertaking to sell or dispose of his, her or their share or shares therein, subject to the rules and conditions herein mentioned; and every purchaser shall have a duplicate of the deed of bargain and sale and conveyance made unto him or her; and one part of such deed, duly executed by seller and purchaser, shall be delivered to the said Directors or their Clerk for the time being, to be filed and kept for the use of the said Company, and an entry thereof shall be made in a book or books to be kept by the said Clerk for that purpose, for which no more than One Shilling and Three Pence shall be paid; and the said Clerk is hereby required to make such entry accordingly; and until such duplicate of such deed shall be so delivered to the said Directors or their Clerk, and filed and entered as above directed, such purchaser or purchasers shall have no part or share of the profits of the said undertaking, nor any interest for the said share or shares, paid unto him, her or them, nor any vote as a Proprietor or Proprietors: Provided always, that an affidavit by the President or any officer of the said Company, cognizant of the fact, that the said Company is the sole owner of any vessel, shall be sufficient to warrant the registry of such vessel, under any Provincial Act, without any further allegation as to the members of the Company; any thing in any Act or Law to the contrary notwithstanding.

Proviso.

Form of sale of shares.

XLII. And be it enacted, That the sale of the said shares shall be in the form following, varying the names and descriptions of the contracting parties as the case may require:

“I, A. B. in consideration of the sum of
 “ paid to me by C. D. of
 “ do hereby bargain, sell and transfer to the said C. D.
 “ share (or shares) of the stock of the Quebec and
 “ Richmond Rail-road Company, to hold to him the said C. D.,
 “ his heirs, executors, curators, administrators and assigns,
 “ subject to the same rules and orders, and on the same condi-
 “ tions that I held the same immediately before the execution
 “ hereof. And I, the said C. D., do hereby agree to accept of
 “ the said share (or shares) subject to
 “ the same rules, orders and conditions: Witness our hands

" and seals this day of in the
" year "

XLIII. And be it enacted, That it shall and may be lawful to and for the said Directors, and they are hereby authorized from time to time, to nominate and appoint a Treasurer or Treasurers, and a Clerk or Clerks to the said Company ; taking such security for the due execution of their respective offices as the said Directors shall think proper ; and such Clerk shall in a proper book or books enter and keep a true and perfect account of the names and places of abode of the several Proprietors of the said Rail-road and other works, and of the several persons who shall from time to time become owners and Proprietors of, or entitled to any share or shares therein, and of all the other acts, proceedings and transactions of the said Company, and of the Directors for the time being, by virtue of and under the authority of this Act.

Certain officers may be appointed.

Duty of Clerk.

XLIV. And be it enacted, That it shall and may be lawful to and for the said Company from time to time, and at all times hereafter, to ask, demand, take and recover, to and for their own proper use and behoof, for all goods, wares, merchandize and commodities of whatever description, transported upon the said Rail-road or in the said steamboats or vessels, such tolls as they may deem expedient : which said tolls shall be from time to time fixed and regulated by By-laws of the Company, and shall be paid to such persons, and at such place or places near to the said Rail-road, in such manner and under such regulations as the said Company shall direct and appoint ; and in case of denial or neglect of payment of any such rates or dues, or any part thereof, on demand, to the person or persons appointed to receive the same as aforesaid, the said Company may sue for and recover the same in any Court having competent jurisdiction, or the person or persons to whom the said rates or dues ought to be paid, may, and he is and they are hereby empowered to seize and detain such goods, wares, merchandize or other commodities, for or in respect whereof such rates or dues ought to be paid, and detain the same until payment thereof ; and in the meantime the said goods, wares, merchandize or other commodities shall be at the risk of the owner or owners thereof ; and the said Company shall have full power, from time to time at any general meeting, to lower or reduce all or any of the said tolls, and again to raise the same, as often as it shall be deemed necessary for the interests of the said undertaking : Provided always, that the same tolls shall be payable at the same time and under the same circumstances upon all goods and upon all persons, so that no undue advantage, privilege or monopoly, may be afforded to any person or class of persons, by any By-law relating to the said tolls : And provided also, that all By-laws of the said Com-

Tolls may be demanded.

How to be fixed.

Proviso: against monopoly.

Proviso: By-laws imposing

tolls must be sanctioned.

pany regulating the tolls to be taken on the said Rail-road, shall be subject to the approval of the Governor in Council.

Accounts when to be balanced.

XLV. And in order to ascertain the amount of the clear profits of the said undertaking, be it enacted, That the said Company, or the Directors for managing the affairs of the said Company, shall and they are hereby required to cause a true, exact and particular account to be kept and annually made up and balanced on the Thirty-first day of December in each year, of the money collected and received by the said Company, or by the Directors or Treasurer of the said Company, or otherwise, for the use of the said Company, by virtue of this Act, and of the charges and expenses attending the erecting, making, supporting, maintaining, and carrying on their works, and of all other receipts and expenditure of the said Company or the said Directors; and at the General Meetings of the Proprietors of the said undertaking, to be from time to time holden as aforesaid, a dividend shall be made out of the clear profits of the said undertaking, unless such meetings shall declare otherwise; and such dividend shall be at and after the rate of so much per share upon the several shares held by the Proprietors in the Joint Stock of the said Company, as such meeting or meetings shall think fit to appoint or determine: Provided always, that no dividend shall be made whereby the capital of the said Company shall be in any degree reduced or impaired, nor shall any dividend be paid in respect of any share, after a day appointed for payment of any call for money in respect thereof, until such call shall have been paid.

Dividends to be made.

Proviso: capital not to be impaired.

Company to pay a duty to Her Majesty on excess of dividend over 12 per cent.

XLVI. Provided always, and be it enacted, That whenever the said Company shall have declared for the then preceding year a dividend or dividends exceeding One Pound Ten Shillings currency, on each and every share in the said undertaking, the said Company shall and they are hereby directed and required to pay over as a duty to Her Majesty, Her Heirs and Successors, recoverable as other duties are, one moiety of the net income from the said Rail-road accruing thereafter over and above the said One Pound Ten Shillings per share, first payable to the said Proprietors: Provided always, that no such duty shall be payable until the dividends declared shall in the whole have amounted to ten per cent. per annum on the paid up stock of the said Company from the time it was so paid up; this provision being made as an allowance to the Company for the loss of interest on the money expended before the work shall produce any income.

Proviso.

Fraction of a mile to be considered a whole mile, &c.

XLVII. Provided always, and be it enacted, That in all cases where there shall be a fraction in the distance which goods, wares, merchandize or other commodities or passengers shall

be conveyed or transported on the said Rail-road or in the said steam boats or vessels, such fraction shall, in ascertaining the said rates, be deemed and considered as a whole mile, and that in all cases where there shall be the fraction of a ton in the weight or measurement of any such goods, wares, merchandize or other commodities, a proportion of the said rates shall be demanded and taken by the said Company of Proprietors to the number of quarters of a ton contained therein; and in all cases where there shall be a fraction of a quarter of a ton, such fraction shall be deemed and considered as a whole quarter of a ton.

XLVIII. Provided always, and be it enacted, That it shall and may be lawful to and for the said Company from time to time at any General Meeting, to make such By-law or By-laws for ascertaining and fixing the price or sum or sums of money to be charged or taken for the carriage of any parcel not exceeding one hundred and twenty pounds weight as aforesaid, upon the said Rail-road or any part thereof, or in the said steam-boats or vessels, as to them shall seem fit and reasonable; and that the said Company shall from time to time print and stick up, or cause to be printed and stuck up in their office, and in all and every of the places where the Tolls are to be collected, in some conspicuous place there, a printed board or paper ascertaining all the Tolls payable under this Act, and particularising the price or sum or sums of money to be charged or taken for the carriage of such parcels not exceeding one hundred and twenty pounds weight as aforesaid.

Company may fix rates of carriage for parcels.

XLIX. Provided always, and be it enacted, That the said Company shall at all times when thereunto required, by Her Majesty's Deputy Post-Master General, the Commander of the Forces, or any person having the Superintendence or Command of any Police Force, carry Her Majesty's Mail, Her Majesty's Naval or Military Forces or Militia, and all Artillery, ammunition, provisions, or other stores for their use, and all Policemen, Constables and others, travelling, on Her Majesty's service, on their said Rail-road or in their said steamboats or vessels, on such terms and conditions and under such regulations as the said Company and the said Deputy Post-Master General, the Commander of the Forces, or person in Command of any Police Force, respectively, shall agree upon, or if they cannot agree, then on such terms and conditions, and under such regulations as the Governor or person administering the Government shall in Council make: And provided also, that any further enactments which the Legislature of this Province may hereafter deem it expedient to make, with regard to the carriage of the said Mail or Her Majesty's Forces, and other persons and articles as aforesaid, or the rates to be paid for carrying the

Provision as to carriage of Her Majesty's mail, &c.

Further provision may be made by the Legislature.

same, shall not be deemed an infringement of the privileges intended to be conferred by this Act.

Company to erect a fence on lands near rail-road, to keep off cattle.

L. And be it enacted, That the said Company shall within six calendar months after any lands shall be taken for the use of the said Rail-road or undertaking, and if thereunto required by the proprietors of the adjoining lands respectively, but not otherwise, divide and separate and keep constantly divided and separated, the lands so taken from the lands or grounds adjoining thereto, with a sufficient post and rail, hedge, ditch, bank, or other fence sufficient to keep off hogs, sheep and cattle, to be set and made on the lands or grounds which shall be purchased by, conveyed to, or vested in the said Company as aforesaid, and shall at their own costs and charges, from time to time, maintain, support, and keep in sufficient repair the said posts, rails, hedges, ditches, trenches, banks and other fences so set up and made as aforesaid.

Mile stones to be erected.

LI. And be it enacted, That as soon as conveniently may be, after the said Rail-road shall be completed, the said Company shall cause the same to be measured, and stones, with proper inscriptions on the sides thereof, denoting the distance, to be erected, and for ever after maintained, at the distance of every mile from each other.

Security to be given by treasurer, &c.

LII. And be it enacted, That the said Company shall and are hereby required and directed to take sufficient security, by one or more bond or bonds, in a sufficient penalty or penalties, from their Treasurer, Receiver and Collectors for the time being, of the moneys to be raised by virtue of this Act, for the faithful execution by such Treasurer, Receiver and Collectors of his and their office and offices respectively.

Subscribers may be sued for not paying their subscriptions.

LIII. And be it enacted, That the several persons who shall subscribe or advance any money for and towards making and maintaining the said Rail-road and other works connected therewith or hereby authorized, shall, and they are hereby required to pay the sum or sums of money by them respectively subscribed, or such parts or portions thereof as shall from time to time be called for by the said Company, under and by virtue of the powers and directions of this Act, to such person and persons, and at such times and places as shall be directed by the said Company or the said Directors in manner before mentioned, and in case any person or persons shall neglect or refuse to pay the same at the time and in the manner required for that purpose, it shall be lawful for the said Company to sue for and recover the same with Costs in any Court of Law having competent jurisdiction.

Fines, how recovered.

LIV. And be it enacted, That all fines and forfeitures imposed by any By-law to be made in pursuance thereof, (of which By-law, when produced, all Justices are hereby required to take

notice,) the levying and recovering of which fines and forfeitures are not particularly herein directed, shall, upon proof of the offence before any one or more Justice or Justices of the Peace for the District, either by confession of the party or parties, or by the oath or affirmation of any one credible witness (which oath or affirmation such Justice or Justices are hereby empowered and required to administer without fee or reward), be levied by distress and sale of the offender's goods and chattels, by warrant under the hand and seal, or hands and seals of such Justice or Justices; and all such fines, forfeitures or penalties by this Act imposed or authorized to be imposed, the application whereof is not hereinbefore particularly directed, shall be paid into the hands of the Treasurer or Receiver of the moneys to be raised by virtue of this Act, and shall be applied and disposed of for the use of the said Rail-road or undertaking; and the overplus of the moneys raised by such distress and sale, after deducting the penalty and the expenses of the levying and recovering thereof, shall be rendered to the owner of the goods and chattels so distrained and sold; and for want of sufficient goods and chattels whereon to levy the said penalty and expenses, the offender shall be sent to the Common Gaol for the District of Quebec, Montreal, Three-Rivers or St. Francis, there to remain without bail or mainprize for such term not exceeding one month as such Justice or Justices shall think proper, unless such penalty or forfeiture, and all expenses attending the same, shall be sooner paid and satisfied.

LV. And be it enacted, That if any person or persons shall think himself, herself or themselves aggrieved by any thing done by any Justice or Justices of the Peace in pursuance of this Act, every such person or persons may within four calendar months after the doing thereof, appeal to the Justices of the Peace at the General Quarter or General Sessions to be holden in and for the District.

Appeal to quarter sessions by parties aggrieved.

LVI. And be it enacted, That if any action or suit shall be brought or commenced against any person or persons for any thing done or to be done in pursuance of this Act, or in the execution of the powers and authorities, or the orders and directions hereinbefore given or granted, every such action or suit shall be brought or commenced within six calendar months next after the fact committed; or in case there shall be a continuation of damage, then within six calendar months next after the doing or committing such damage shall cease, and not afterwards; and the Defendant or Defendants in such action or suit shall and may plead the general issue, and give this Act and the special matter in evidence at any trial to be held thereupon, and that the same was done in pursuance and by the authority of this Act; and if it shall appear to have been so done, or if

Limitation of actions for things done under this Act.

any action or suit shall be brought after the time so limited for bringing the same, or if the Plaintiff or Plaintiffs shall be nonsuit, or discontinue his, her or their action or suit, after the Defendant or Defendants shall have appeared, or if judgment shall be given against the Plaintiff or Plaintiffs, the Defendant or Defendants shall have full costs, and shall have such remedy for the same as any Defendant or Defendants hath or have for costs of suit in other cases of law.

Time limited for completion of rail-road.

LVII. And be it enacted, That the said Company of Proprietors to entitle themselves to the benefits and advantages to them granted by this Act, shall and they are hereby required to make and complete the said Rail-road from the navigable waters of the River Saint Lawrence to the Village of Richmond in the Township of Shipton on the River Saint Francis as aforesaid, in manner aforesaid, within ten years from the passing of this Act; and if the same shall not be so made and completed within the said period, so as to be used by the public as aforesaid, then this Act and every other matter and thing therein contained shall cease and be utterly null and void.

Account to be submitted to Legislature.

LVIII. And be it enacted, That the said Company shall annually submit to the three branches of the Legislature, within the first fifteen days after the opening of each Session of the Provincial Parliament, a detailed and particular account, attested upon oath, of the moneys by them received and expended under and by virtue of this Act, with a statement of the amount of tonnage and of passengers that have been conveyed along the said road.

Saving of Her Majesty's rights.

LIX. And be it enacted, That nothing herein contained shall affect or be construed to affect, in any manner or way whatsoever, the rights of Her Majesty, Her Heirs and Successors, or of any person or persons, or of any bodies politic, corporate or collegiate, such only excepted as are herein mentioned.

Company to be subject to any general rail-road Act.

LX. And be it enacted, That nothing herein contained shall be construed to exempt the said Company or the said Rail-road from the provisions of any General Act relating to Rail-roads or Rail-road Companies, which may be passed during the present or any future Session of the Parliament of this Province.

Public Act.

LXI. And be it enacted, That this Act shall be deemed and taken to be a Public Act, and as such shall be judicially taken notice of by all Judges, Justices of the Peace and others, without being specially pleaded.

SCHEDULE No. 1.

Referred to in this Act.

QUEBEC AND RICHMOND RAIL-WAY COMPANY LOAN.

No.

£ Currency.

This Debenture witnesseth, that the Quebec and Richmond Rail-way Company, under the authority of the Provincial Statute, passed in the _____ year of Her Majesty's Reign, intituled, *An Act to incorporate Peter Patterson, Esquire, and others, under the name of "The Quebec and Richmond Rail-way Company,"* having received from _____ of the sum of _____ currency, as a loan, to bear interest from the date hereof at the rate of _____ per centum per annum, payable half yearly on the _____ day of _____ and on the _____ day of _____ which sum of _____ currency the said Company bind and oblige themselves to pay on the _____ to the said _____ or to the bearer hereof, and to pay the interest thereon half-yearly as aforesaid on the production of the Coupon therefor, which now forms part of this Debenture.

And for the due payment of the said sum of money and interest, the said Company, under the power given to them by the said Statute and Acts, do hereby mortgage and hypothecate the real estate and appurtenances hereinafter described, that is to say: (the Rail-way from _____ and all the lands of the Company within these limits.)

In testimony whereof _____ President of the said Company, hath hereto set and affixed his signature and the Common Seal of the said Company, at the City of _____ this _____ day of _____ one thousand eight hundred and _____

President.

Countersigned and entered,

Secretary and Treasurer.

I certify that this Debenture was duly registered in the Registry Office for the County of _____ in the District of _____ on the _____ day of _____ one thousand eight hundred and _____ at _____ of the clock in the _____ noon, in Register _____ page _____

Registrar.

SCHEDULE No. 2,

Referred to in this Act.

QUEBEC AND RICHMOND RAIL-WAY COMPANY LOAN.

No.

£ Currency.

This Debenture witnesseth, that the Quebec and Richmond Rail-way Company, under the authority of the Provincial Statute, passed in the _____ year of Her Majesty's Reign, intituled, *An Act to incorporate Peter Patterson, Esquire, and others under the name of "The Quebec and Richmond Rail-way Company,"* have received from _____ the sum of

_____ currency, as a loan, to bear interest from the date hereof, at the rate of _____ per centum per annum, payable half-yearly, on the _____ day of _____ and on the _____ day of _____ which sum of _____ pounds currency, the said Company hereby bind and oblige themselves to pay on the _____ to the said _____ or to the bearer hereof, and to pay the interest thereon, half yearly, as aforesaid, on the production of the Coupon therefor which now forms part of this Debenture.

In testimony whereof _____ President of the said Company, hath hereunto set and affixed his Signature and the Common Seal of the said Company, at the City of _____ this _____ day of _____ one thousand eight hundred and _____
President.

Countersigned and entered,

Secretary and Treasurer.



Railway Clauses Consolidation Acts, and Acts
relating to the Grand Trunk Railway of
Canada.

ANNO QUARTO-DECIMO ET QUINTO-DECIMO

VICTORIÆ REGINÆ.

CAP. LI.

An Act to consolidate and regulate the General
Clauses relating to Railways.

[Assented to 30th August, 1851.]

WHEREAS it is expedient to establish a general and uniform Preamble.
system for the construction and management of all Rail-
ways hereafter to be undertaken in Canada: Be it therefore
enacted by the Queen's Most Excellent Majesty, by and with
the advice and consent of the Legislative Council and of the
Legislative Assembly of the Province of Canada, constituted
and assembled by virtue of and under the authority of an Act
passed in the Parliament of the United Kingdom of Great
Britain and Ireland, and intituled, *An Act to re-unite the Pro-
vinces of Upper and Lower Canada, and for the Government of
Canada*, and it is hereby enacted by the authority of the same,
That this Act shall apply to every Railway which shall by any This Act to
apply to any
Railway to be
hereafter con-
structed.
Act which shall hereafter be passed be authorized to be con-
structed, and this Act shall be incorporated with such Act; and all
the clauses and provisions of this Act, save in so far as they shall
be expressly varied or excepted by any such Act, shall apply to
the undertaking authorised thereby, so far as the same shall be
applicable to such undertaking, and shall, as well as the clauses
and provisions of every other Act which shall be incorporated
with such Act, form part of such Act, and be construed together
therewith as forming one Act.

II. And be it enacted, That in citing this Act, in any Special Name by which
it shall be cited.

Railway Act and in other Acts of Parliament, and in legal instruments, it shall be sufficient to use the expression, "*The Railway Clauses Consolidation Act.*"

III. And be it enacted, That for the purpose of making any incorporation of this Act with Special Acts hereafter to be passed, it shall be sufficient in any such Acts to enact, that the Clauses of this Act, with respect to the matter so proposed to be incorporated, describing such matter as it is described in this Act, in the word or words at the head of and introductory to the enactment with respect to such matter, shall be incorporated with such Acts, and thereupon all the Clauses and provisions of this Act, with respect to the matter so incorporated, shall, save in so far as they shall be expressly varied or excepted by such Acts, form part thereof, and such Acts shall be construed as if the substance of such Clauses and provisions were set forth therein with reference to the matter to which such Acts shall relate.

IV. And be it enacted, That the power given by the Special Act to construct the Railway, and to take lands for that purpose, shall be exercised subject to the provisions and restrictions contained in this Act, and compensation shall be made to the owners and occupiers of and all other parties interested in any such lands so taken or injuriously affected by the construction of the Railway, for the value and for all damages sustained by reason of such exercise, as regards such lands, of the powers by this or the Special Act, or any Act incorporated therewith, vested in the Company; and except where otherwise provided by this Act or the Special Act, the amount of such compensation shall be ascertained and determined in the manner provided by this Act.

V. And be it enacted, That any Company desirous to obtain a Special Act for the construction of a Railway, shall deposit with the Secretary of the Province, previous to the application to the Legislature, a copy of their Stock-Book, showing the number of their subscribers, and the actual *bonâ fide* amount of the subscriptions, and that at least one quarter of the intended Capital has been actually subscribed, the truth whereof shall be supported by the affidavit or solemn affirmation, as the case may be, of two of the Directors or Shareholders of the Company, and the Company shall also at the same time deposit with the said Secretary a Certificate of the Cashier of some Chartered Bank in this Province, of the deposit therein of a sum equal to ten per cent. upon the amount of subscriptions, with authority to the said Secretary to control the withdrawal of the said deposit for such time as the Secretary may think proper, not longer than six months after the Railway shall have been actually commenced and proceeded with.

VI. And be it enacted, That no Bill for a Special Act for the allowance or establishment of a Railway shall be received by the

What shall be sufficient in making an incorporation of this Act with special Acts.

Power to construct Railway, &c. to be exercised subject to provisions of this Act.

Deposit of Stock-Book in Provincial Secretary's Office by companies desirous of obtaining Special Acts.

No bill to be received by Legislature

Legislature unless and until there shall be deposited with the Clerks of both Branches, a Certificate from the Secretary of the Province, that the Company applying has complied in all respects with the requirements of the next preceding Clause.

unless a certificate of deposit of Stock-book, &c., be produced to the respective Clerks.

INTERPRETATION.

VII. And with respect to the construction of this Act, and of any Special Act, and of other Acts to be incorporated therewith, Be it enacted as follows:

Interpretation of words.

Firstly. The expression "the Special Act," used in this Act, shall be construed to mean any Act which shall be hereafter passed, authorizing the construction of a Railway, and with which this Act shall be so incorporated as aforesaid; and the word "prescribed," used in this Act in reference to any matter herein stated, shall be construed to refer to such matter as the same shall be prescribed or provided for in the Special Act; and the sentence in which such word shall occur shall be construed as if, instead of the word "prescribed," the expression "prescribed for that purpose in the Special Act" had been used; and the expression "the lands" shall mean the lands which shall by the Special Act be authorized to be taken or used for the purpose thereof; and the expression "the undertaking" shall mean the Railway and works, of whatever description, by the Special Act authorized to be executed.

"The Special Act."

"Prescribed."

"The lands."

"The undertaking."

Secondly. The following words and expressions, both in this and the Special Act, shall have the meanings hereby assigned to them, unless there be something in the subject or context repugnant to such construction, that is to say:

The word "Lands" shall include all real estate, messuages, lands, tenements and hereditaments of any tenure:

"Lands."

The word "Lease" shall include any agreement for a lease:

"Lease."

The word "Toll" shall include any rate or charge or other payment payable under this Act or the Special Act for any passenger, animal, carriage, goods, merchandize, articles, matters or things conveyed on the Railway:

"Toll."

The word "Goods" shall include things of every kind conveyed upon the Railway, or upon Steam or other vessels, connected therewith:

"Goods."

The expression "Superior Courts" shall mean the Courts of Chancery, Queen's Bench and Common Pleas in Upper Canada, and the Superior Court in Lower Canada, as the case may be:

"Superior Courts."

The word "County" shall include any union of Counties, County, Riding, or like division of a County in the Province, or any division thereof into separate Municipalities in Lower Canada:

"County."

“Highways.”

The word “Highways” shall mean all public roads, streets, lanes, and other public ways and communications :

“Sheriff.”

The word “Sheriff” shall include Under Sheriff, or other legal competent Deputy ; and where any matter in relation to any lands is required to be done by any sheriff or Clerk of the Peace, the expression “the Sheriff” or the expression “Clerk of the Peace,” shall in such case be construed to mean the Sheriff or Clerk of the Peace of the District, County, Riding, Division, or place where such lands shall be situate ; and if the lands in question, being the property of one and the same party, be situate not wholly in one District, County, Riding, Division or place, the same expression shall be construed to mean the Sheriff or Clerk of the Peace of any such District, County, Riding, Division, or place where any part of such lands shall be situate :

“Clerk of the Peace.”

“Justice.”

The word “Justice” shall mean Justice of the Peace acting for the District, County, Riding, Division, City, or place where the matter requiring the cognizance of any such Justice shall arise, and who shall not be interested in the matter ; and where such matter shall arise in respect of lands being the property of one and the same party, situate not wholly in any one District, County, Riding, Division, City or place, shall mean a Justice acting for the District, County, Riding, Division, City, or place where any part of such lands shall be situate, and who shall not be interested in such matter ; and where any matter shall be authorized or required to be done by two Justices, the expression “two Justices” shall be understood to mean two Justices assembled and acting together :

“Two Justices.”

“Owner.”

Where, under the provisions of this Act or the Special Act, any notice shall be required to be given to the owner of any lands, or where any Act shall be authorized or required to be done with the consent of any such owner, the word “owner” shall be understood to mean any Corporation or person, who, under the provisions of this Act, or the Special Act, or any Act incorporated therewith, would be enabled to sell and convey lands to the Company :

“The Company.”

The expression “the Company” shall mean the company or party which shall be authorized by the Special Act to construct the Railway :

“The Railway.”

The expression “the Railway” shall mean the Railway and works by the Special Act authorized to be constructed :

“Clause.”

The word “clause” shall mean any separate section of this Act, or any other Act therein referred to, distinguished by a separate number :

“Shareholder.”

The word “Shareholder” shall mean every subscriber to or holder of stock in the undertaking, and shall extend to and include the personal representatives of the shareholder.

Thirdly. The Interpretation Act of this Province shall, in so far as the provisions thereof shall apply hereto, be deemed to form part hereof in the particulars not provided herein. Interpretation Act to apply.

INCORPORATION.

VIII. And be it enacted, That every Company established under any Special Act shall be and is hereby declared to be a body corporate under such name as shall be declared in the Special Act, and shall be and is hereby invested with all the powers, privileges and immunities which are or may be necessary to carry into effect the intentions and objects of this Act and of the Special Act therefor, and which are incident to such Corporation, as are expressed or included in the Interpretation Act of this Province. Companies established under Special Acts, declared to be bodies corporate, &c.

POWERS.

IX. And be it enacted, That the Company shall have power and authority: Powers:

Firstly. To receive, hold and take all voluntary grants and donations of land or other property which shall be made to it, to aid in the construction, maintenance and accommodation of the Railway, but which shall be held and used for the purpose of such grants or donations only. To receive grants of land, &c.

Secondly. To purchase, hold and take of any Corporation or person any land or other property necessary for the construction, maintenance, accommodation and use of the Railway, and also to alienate, sell or dispose of the same. Purchase land;

Thirdly. To take, use, occupy and hold, but not to alienate except by way of lease, so much of the public beach or of the land covered with the waters of any river or lake in this Province as may be required for the Railway, doing no damage to nor causing any obstruction in the navigation of the said rivers or lakes, provided that the lease shall be conditioned not to extend beyond the time during which such beach or land is required for the Railway. Occupy beaches;

Fourthly. To make, carry or place the Railway across or upon the lands of any Corporation or person whomsoever on the line of the Railway, or within the distance from such line as may be stated in the Special Act, although the name of such party be not entered in the Book of Reference hereinafter mentioned, through error or any other cause, or although some other party be erroneously mentioned as the owner of or entitled to convey, or be interested in such lands. Carry Railway across lands of Corporation, &c.

Fifthly. To construct, maintain and work the Railway across, And across or

along streams,
&c.

along, or upon any stream of water, water course, canal, highway or railway which it shall intersect or touch; but the stream, water course, highway, canal or railway so intersected or touched, shall be restored by the Company to its former state, or to such state as not to have impaired its usefulness.

Complete Rail-
way with one or
more tracks, &c.

Sixthly. To make, complete, alter and keep in repair the Railway with one or more sets of rails or tracks to be worked by the force and power of steam, or of the atmosphere, or of animals, or by mechanical power, or by any combination of them.

Erect necessary
buildings,
wharves, &c.

Seventhly. To erect and maintain all necessary and convenient buildings, stations, depôts, wharves and fixtures, from time to time to alter, repair or enlarge the same, and to purchase and acquire stationary or locomotive engines and carriages, waggons, floats and other machinery and contrivances necessary for the accommodation and use of the passengers, freights and business of the Railway.

Branch
Railways;

Eighthly. To make branch Railways, if required and provided by the Special Act, and to manage the same, and for that purpose to exercise and possess all the powers, privileges and authorities necessary therefor, in as full and ample a manner as for the Railway.

All other mat-
ters and things
necessary for
Railway;

Ninthly. To construct, erect and make all other matters and things which shall be necessary and convenient for the making, extending and using of the Railway, in pursuance of and according to the meaning and intent of this Act, and of the Special Act.

Convey persons
and goods on
Railway;

Tenthly. To take, transport, carry and convey persons and goods on the Railway, to regulate the time and manner in which the same shall be transported, and the tolls and compensation to be paid therefor, and to receive such tolls and compensation.

Borrow money,
&c.;

Eleventhly. To borrow from time to time, either in this Province or elsewhere, such sums of money as may be expedient for completing, maintaining and working the Railway, and at a rate of interest not exceeding eight per cent. per annum, and to make the Bonds, Debentures or other securities granted for the sums so borrowed, payable either in currency or in sterling, and at such place or places within this Province or without as may be deemed advisable, and to sell the same at such prices or discount as may be deemed expedient, or as shall be necessary, 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, but no such debenture shall be for a less sum than Twenty-five Pounds.

Enter upon
Her Majesty's
Lands, &c.;

Twelfthly. To enter into and upon any lands of Her Majesty without previous license therefor, or of any Corporation or

person whatsoever lying in the intended route or line of the Railway.

Thirteenthly. To make surveys, examinations, or other necessary arrangements on such lands necessary for fixing the site of the Railway, and to set out and ascertain such parts of the lands as shall be necessary and proper for the Railway. Make surveys of lands;

Fourteenthly. To fell or remove any trees standing in any woods, lands or forests, where the Railway shall pass, to the distance of six rods from either side thereof. Remove trees;

Fifteenthly. To cross, intersect, join and unite the Railway with any other Railway at any point on its route, and upon the lands of such other Railway, with the necessary conveniences for the purposes of such connection; and the owners of both Railways may unite in forming such intersection, and grant the facilities therefor; and in case of disagreement upon the amount of compensation to be made therefor, or upon the point or manner of such crossing and connection, the same shall be determined by Arbitrators to be appointed by a Judge of the Superior Courts in Lower Canada or Upper Canada, as the case may be. Unite with other Railways.

PLANS AND SURVEYS.

X. And be it enacted, That Plans and Surveys shall be made and corrected as follows :

Firstly. Surveys and levels shall be taken and made of the lands through which the Railway is to pass, together with a Map or Plan thereof, and of its course and direction, and of the lands intended to be passed over and taken therefor, so far as then ascertained, and also a Book of Reference for the Railway, in which shall be set forth a general description of the said lands, the names of the owners and occupiers thereof, so far as they can be ascertained, and every thing necessary for the right understanding of such Map or Plan; and the Map or Plan and Book of Reference shall be examined and certified by the person performing the duties formerly assigned to the Surveyor General or his Deputies, who shall deposit copies thereof in the Office of the Clerks of the Peace in the Districts or Counties through which the Railway shall pass, and also in the Office of the Secretary of the Province, and shall also deliver one copy thereof to the said Company; and all persons shall have liberty to resort to such copies, and to make extracts or copies thereof, as occasion shall require, paying to the said Secretary of the Province, or to the said Clerks of the Peace, at the rate of Six Pence for every hundred words: and the said triplicates of the said Map or Plan and Book of Reference so certified, or a true copy thereof certified by the Secretary of the Province or Provision respecting surveys and levels.

by the Clerks of the Peace, shall be, and is and are hereby declared to be good evidence in any Court of Law and elsewhere.

Omissions how remedied.

Secondly. Any omission, misstatement or erroneous description of such lands, or of such owners or occupiers thereof, in any Map or Plan or Book of Reference, may be corrected by two Justices on application made to them, after giving ten days' notice to the owners of such lands, for the correction thereof, and the Justices shall certify the same accordingly if it shall appear to them that such omission, misstatement or erroneous description arose from mistake; and the Certificate shall state the particulars of any such omission, and the manner thereof, and shall be deposited with the said Clerks of the Peace of the Districts or Counties respectively in which such lands shall be situate, and be kept by them respectively along with the other documents to which they relate; and thereupon, such Map or Plan or Book of Reference shall be deemed to be corrected according to such Certificate; and it shall be lawful for the Company to make the Railway in accordance with such Certificate.

Alterations from original survey.

Thirdly. If any alterations from the original Plan or Survey be intended to be made in the line or course of the Railway, a Plan and Section in triplicate of such alterations as shall have been approved of by Parliament, on the same scale and containing the same particulars as the original Plan and Survey, shall be deposited in the same manner as the original Plan, and copies or extracts of such Plan and Section as shall relate to the several Districts or Counties, in or through which such alteration shall have been authorized to be made, shall be deposited with the Clerks of such several Districts and Counties.

Railway not to be proceeded with until Map, &c., deposited.

Fourthly. Until such original Map or Plan and Book of Reference or the Plans and Sections of the alterations, shall have been deposited as aforesaid, the execution of the Railway, or of the part thereof affected by the alterations, as the case may be, shall not be proceeded with.

Clerks of the Peace to receive copies of original Plan, &c.

Fifthly. The Clerks of the Peace shall receive and retain the copies of the original Plans and Surveys, and copies of the Plans and Sections of alterations, and copies and extracts thereof respectively, and shall permit all persons interested to inspect any of the documents aforesaid, and to make copies and extracts of and from the same, under a penalty for default of One Pound currency.

Copies certified to Clerk to be good evidence in Courts.

Sixthly. The copies of the Maps, Plans and Books of Reference, or of any alteration or correction thereof, or extracts therefrom, certified by any such Clerk of the Peace, which Certificate such Clerk of the Peace shall give to all parties interested when required, shall be received in all Courts of

Justice or elsewhere as good evidence of the contents thereof.

Seventhly. No deviation of more than one mile from the line of the Railway or from the places assigned thereto, in the said Map or Plan and Book of Reference or Plans or Sections shall be made nor into, through, across, under or over any part of the lands not shewn in such Map or Plan and Book of Reference, or Plans or sections, or within one mile of the said line and place, save in such instances as are provided for in the Special Act.

Line not to deviate more than a mile.

Eighthly. Provided that the Railway may be carried across or upon the lands of any person on the line, or within the distance from such line as aforesaid, although the name of such person be not entered in the Book of Reference through error or any other cause, or although some other person be erroneously mentioned as the owner of or entitled to convey, or be interested in such lands.

Error in the name of a person entered in a Book of Reference.

Ninthly. The lands which may be taken without the consent of the proprietor thereof, shall not exceed thirty yards in breadth, except in such places where the Railway shall be raised more than five feet higher or cut more than five feet deeper than the surface of the line, or where offsets shall be established, or where stations, depôts or fixtures are intended to be erected, or goods be delivered, and then not more than two hundred yards in length by one hundred and fifty yards in breadth, without the consent of the person authorized to convey such lands; and the places at which such extra breadth is to be taken shall be shewn on the Map or Plan, or Plans or Sections, so far as the same may be then ascertained, but their not being so shewn shall not prevent such extra breadth from being taken, provided it be taken upon the line shewn or within the distance aforesaid from such line.

Extent of lands to be taken without consent of proprietor.

Tenthly. The extent of the public beach, or of the land covered with the waters of any river or lake in this Province, taken for the Railway, shall not exceed the quantity limited in the next preceding clause.

Extent of public beach to be taken.

LANDS, AND THEIR VALUATION.

XI. And be it enacted, That the conveyance of lands, their valuation and the compensation therefor, shall be made in manner following:

Firstly. All Corporations and persons whatever, tenants in tail or for life, *grevés de substitution*, guardians, curators, executors, administrators, and all other trustees whatsoever, not only for and on behalf of themselves, their heirs and suc-

Corporation, &c. may convey lands.

cessors, but also for and on behalf of those whom they represent, whether infants, issue unborn, lunatics, idiots, *femes-covert*, or other persons, who are or shall be seised, possessed of or interested in any lands, may contract for, sell and convey unto the Company all or any part thereof; and any contract, agreement, sale, conveyance and assurance so to be made shall be valid and effectual in law to all intents and purposes whatsoever; any law, statute, usage or custom to the contrary thereof in any wise notwithstanding, and such Corporation or person, so conveying as aforesaid, is hereby indemnified for what he or it shall respectively do by virtue of or in pursuance of this Act.

Effect of Contracts made before deposit of Map.

Secondly. Provided, that any contract or agreement made by any party authorized by this Act to convey lands, and made before the deposit of the Map or Plan and Book of Reference, and before the setting out and ascertaining of the lands required for the Railway, shall be binding at the price agreed upon for the same lands, if they shall be afterwards so set out and ascertained within one year from the date of the contract or agreement, and although such land may, in the meantime, have become the property of a third party; and possession of the land may be taken and the agreement and price may be dealt with, as if such price had been fixed by an award of Arbitrators as hereinafter provided, and the agreement shall be in the place of an award.

Corporations who cannot sell, may agree upon a fixed rent.

Thirdly. All Corporations or persons who cannot in common course of law sell or alienate any lands so set out and ascertained, shall agree upon a fixed annual rent as an equivalent, and not upon a principal sum, to be paid for the lands; and if the amount of the rent shall not be fixed by voluntary agreement or compromise, it shall be fixed in the manner herein prescribed; and all proceedings shall in that case be regulated as herein prescribed; and for the payment of the said annual rent, and every other annual rent agreed upon or ascertained, and to be paid for the purchase of any lands, or for any part of the purchase money of any lands which the vendor shall agree to leave unpaid, the Railway and the tolls thereon shall be and are hereby made liable and chargeable in preference to all other claims and demands thereon whatsoever, the Deed creating such charge and liability being duly registered in the Registry Office of the proper County.

As to proprietors *par indivis*.

Fourthly. Whenever there shall be more than one party proprietor of any land as joint tenant or tenants in common, or *par indivis*, any contract or agreement made in good faith with any party or party proprietor or being together proprietors of one third or more of such land, as to the amount of compensation for the same or for any damages thereto, shall be

binding as between the remaining proprietor or proprietors as joint tenants or tenants in common and *par indivis*; and the proprietor or proprietors who have so agreed, may deliver possession of such land, or empower the entry upon the same, as the case may be.

Fifthly. After one month from the deposit of the Map or Plan and Book of Reference as aforesaid, and from notice thereof in at least one newspaper, if there be any, published in each of the Districts and Counties through which the Railway is intended to pass, application may be made to the owners of lands or to parties empowered to convey lands, or interested in lands which may suffer damage from the taking of materials or the exercise of any of the powers granted for the Railway, and thereupon agreements and contracts may be made with the said parties touching the said lands or the compensation to be paid for the same, or for the damages, or as to the mode in which the said compensation shall be ascertained, as shall seem expedient to both parties, and in case of disagreement between them, or any of them, then all questions which shall arise between them shall be settled as follows, that is to say:

After one month's notice of deposit of Map, &c., application to the owner of lands.

Sixthly. The deposit of a Map or Plan and Book of reference, and the notice of such deposit, given as aforesaid, shall be deemed a general notice to all such parties as aforesaid of the lands which will be required for the said Railway and works.

Deposit to be general notice.

Seventhly. The notice served upon the party shall contain a description of the lands to be taken, or of the powers intended to be exercised with regard to any lands, describing them; a declaration of readiness to pay some certain sum or rent, as the case may be, as compensation for such lands or for such damages, and the name of a person to be appointed as the Arbitrator of the Company, if their offer be not accepted: and such notice shall be accompanied by the Certificate of a Sworn Surveyor for Upper Canada or Lower Canada, as the case may be, disinterested in the matter, and not being the Arbitrators named in the notice, that the land, if the notice relate to the taking of land, shewn on the said map or plan and, is required for the Railway, or is within the limits of deviation hereby allowed: that he knows the land, or the amount of damage likely to arise from the exercise of the powers; and that the sum so offered, is, in his opinion, a fair compensation for the land, and for the damages as aforesaid.

Notice to opposite party.

See.

Eighthly. If the opposite party be absent from the District or County in which the lands lie, or be unknown, then, upon application to a Judge of the District, County or Circuit Court, as the case may be, accompanied by such Certificate as aforesaid, and by an affidavit of some officer of the Company that

If the party be absent or unknown.

the opposite party is so absent, or that after diligent enquiry the party on whom the notice ought to be served cannot be ascertained, the Judge shall order a notice as aforesaid, but without a Certificate, to be inserted three times in the course of one calendar month in some newspaper published in the said District or County.

Party not accepting the Company's offer and not appointing an arbitrator

Ninthly. If within ten days after the service of such notice, or within one month after the first publication thereof as aforesaid, the opposite party shall not notify to the Company his acceptance of the sum offered by them, or notify to them the name of a person whom he appoints as Arbitrator, then the Judge shall, on the application of the Company, appoint a Sworn Surveyor for Upper or Lower Canada, as the case may be, to be sole Arbitrator for determining the compensation to be paid as aforesaid.

Appointment of arbitrators by opposite party.

Tenthly. If the opposite party shall, within the time aforesaid, notify to the Company the name of his Arbitrator, then the two Arbitrators shall jointly appoint a third, or if they cannot agree upon a third, then the Judge shall, on the application of the party or of the Company, (previous notice of at least one clear day having been given to the other party) appoint a third Arbitrator.

Third arbitrator.

Duties of arbitrators.

Eleventhly. The Arbitrators, or any two of them, or the sole Arbitrator, being sworn before some Justice of the Peace for the District or County in which the lands lie as aforesaid, faithfully and impartially to perform the duties of their office, shall proceed to ascertain the said compensation in such way as they or he, or a majority of them, shall deem best, and the award of such Arbitrators, or any two of them, or of the sole Arbitrator, shall be final and conclusive: Provided that no such award shall be made or any official act be done by such majority, except at a meeting held at a time and place of which the other Arbitrator shall have at least one clear day's notice, or to which some meeting at which the third Arbitrator was present, shall have been adjourned; and no notice to either of the parties shall be necessary, but they shall be held sufficiently notified through the Arbitrator they shall have appointed, or whose appointment they shall have required.

Proviso.

Costs how paid.

Twelfthly. Provided, that if in any case where three Arbitrators shall have been appointed, the sum awarded be not greater than that offered, the cost of the Arbitration shall be borne by the opposite party, and deducted from the compensation, but if otherwise, they shall be borne by the Company, and in either case they may, if not agreed upon, be taxed by the Judge aforesaid.

Arbitrators may examine on oath.

Thirteenthly. The Arbitrators, or a majority of them, or the sole Arbitrator, may examine on oath or solemn affirmation

the parties, or such witnesses as shall voluntarily appear before him or them, and may administer such oath or affirmation; and any wilfully false statement made by any witness, under such oath or affirmation, shall be deemed wilful and corrupt perjury, and punishable accordingly.

Fourteenthly. The Judge by whom any third Arbitrator or sole Arbitrator shall be appointed, shall, at the same time, fix a day on or before which the award shall be made, and if the same be not made on or before such day, or some other day to which the time for making it shall have been prolonged, either by the consent of the parties or by the order of the Judge, (as it may be for reasonable cause shewn, on the application of such sole Arbitrator or of one of the Arbitrators after one clear day's notice to the others), then the sum offered by the Company as aforesaid shall be the compensation to be paid by them.

Time within which award must be made.

Fifteenthly. If the Arbitrator appointed by such Judge, or if any Arbitrator appointed by the parties, shall die before the award be made, or be disqualified, or refuse or fail to act within a reasonable time, then upon the application of either party, such Judge being satisfied by affidavit or otherwise of such disqualification, refusal or failure, may in his discretion appoint another Arbitrator in the place of him by the Judge previously appointed, and the Company and party may each appoint an Arbitrator in the place of their Arbitrator deceased or otherwise not acting as aforesaid, but no recommencement or repetition of prior proceedings shall be required in any case.

Arbitrator dying, &c.

Sixteenthly. Any such notice for lands, as aforesaid, may be desisted from, and new notice given, with regard to the same or other lands, to the same or any other party, but in any such case the liability to the party first notified for all damages or costs by him incurred in consequence of such first notice and desistment, shall subsist.

Company may desist paying costs.

Seventeenthly. The Surveyor or other person offered or appointed as Valuator or as Arbitrator, shall not be disqualified by reason that he is professionally employed by either party, or that he has previously expressed an opinion as to the amount of compensation, or that he is related or of kin to any member of the Company, provided he is not himself personally interested in the amount of the compensation; and no cause of disqualification shall be urged against any Arbitrator appointed by the Judge after his appointment, but shall be made before the same, and its validity or invalidity shall be summarily determined by the Judge; and no cause of disqualification shall be urged against any Arbitrator appointed by the Company, or by the opposite party after the appointment of a third Arbitrator: and the validity or invalidity of any cause of disqualification urged against any such Arbitrator, before the appointment of a third Arbitrator, shall be summarily determined by any such Judge, on the application

Arbitrators not disqualified for certain circumstances.

of either party, after one clear day's notice to the other, and if such cause be determined to be valid, the appointment shall be null, and the party offering the person so adjudged to be disqualified, shall be held to have appointed no Arbitrator.

Eighteenthly. No award made as aforesaid shall be invalidated from any want of form or other technical objection, if the requirements of this Act shall have been complied with, and if the award shall state clearly the sum awarded, and the lands or other property, right, or thing for which such sum is to be the compensation; nor shall it be necessary that the party or parties to whom the sum is to be paid be named in the award.

Nineteenthly. Upon payment or legal tender of the compensation or annual rent so awarded or agreed upon as aforesaid to the party entitled to receive the same, or upon the deposit of the amount of such compensation in the manner hereinafter mentioned, the award or agreement shall vest in the said Company the power forthwith to take possession of the lands, or to exercise the right, or to do the thing for which such compensation or annual rent shall have been awarded or agreed upon; and if any resistance or forcible opposition shall be made by any person to their so doing, the Judge may, on proof to his satisfaction of such award or agreement, issue his Warrant to the Sheriff of the District or County, or to a Bailiff, as he may deem most suitable, to put the said Company in possession, and to put down such resistance or opposition, which the Sheriff or Bailiff, taking with him sufficient assistance, shall accordingly do: Provided that such Warrant may also be granted by any such Judge, without such award or agreement on affidavit to his satisfaction that the immediate possession of the lands or of the power to do the thing mentioned in the notice, is necessary to carry on some part of the said Railway with which the said Company are ready forthwith to proceed; and upon the said Company giving security to his satisfaction, and in a sum which shall not be less than double the amount mentioned in the notice, to pay or deposit the compensation to be awarded within one month after the making of the award, with interest from the time at which possession shall be given, and with such costs as may be lawfully payable by the Company.

Twentiethly. The compensation for any lands which might be taken without the consent of the proprietor, shall stand in the stead of such lands; and any claim to or incumbrance upon the said lands, or any portion thereof, shall, as against the Company, be converted into claim to the compensation, or to a like proportion thereof, and they shall be responsible accordingly whenever they shall have paid such compensation or any part thereof, to a party not entitled to receive the same, saving always their recourse against such party: Provided that if the Company shall have reason to fear any claims or

Awards not avoided for want of form.

Possession may be taken on payment, tender, &c., of sum awarded.

Proviso.

As to incumbrances upon lands, &c., purchased or taken in Upper Canada

Proviso.

incumbrances, or if any party to whom the compensation or annual rent, or any part thereof shall be payable, shall refuse to execute the proper conveyance and guarantee, or if the party entitled to claim the same cannot be found, or be unknown to the Company, or if for any other reason the Company shall deem it advisable, it shall be lawful, if the lands be situated in Upper Canada, for them to pay such compensation into the office of either of the Superior Courts for Upper Canada, with the interest thereon for six months, and to deliver to the Clerk of the Court an authentic copy of the conveyance, or of the award or agreement if there be no conveyance, and such award or agreement shall thereafter be deemed to be the title of the Company to the land therein mentioned; and a notice, in such form and for such time as the said Court shall appoint shall be inserted in some newspaper, if there be any published in the County in which the lands are situate, and in the City of Toronto, which shall state that the title of the Company, that is, the conveyance, agreement or award, is under this Act, and shall call upon all persons entitled to the land, or to any part thereof, or representing or being the husbands of any parties so entitled, to file their claims to the compensation or any part thereof, and all such claims shall be received and adjudged upon by the Court, and the said proceedings shall for ever bar all claims to the lands, or any part thereof, including dower, as well as all mortgages or incumbrances upon the same; and the Court shall make such order for the distribution, payment or investment of the compensation, and for the securing of the rights of all parties interested, as to right and justice, and according to the provisions of this Act, and the Special Act and to law, shall appertain; and the costs of the proceedings, or any part thereof, shall be paid by the Company, or by any other party as the Court shall deem it equitable to order; and if such order of distribution as aforesaid be obtained in less than six months from the payment of the compensation into Court, the Court shall direct a proportionate part of the interest to be returned to the Company, and if from any error, fault or neglect of the Company, it shall not be obtained until after the six months are expired, the Court shall order the Company to pay to the proper claimants the interest for such other period as may be right.

Twenty-firstly. If the lands so taken be situate in Lower Canada, and if the said Company shall have reason to fear any such claim, mortgage, hypothec or incumbrance, or if any party to whom the compensation or annual rent, or any part thereof, shall be payable, shall refuse to execute the proper conveyance and guarantee, or if the party entitled to claim the compensation or rent cannot be found, or be unknown to the Company,

Case in which lands are situate in Lower-Canada, and Company have reason to fear incumbrances, provided for.

or if for any other reason the Company shall deem it advisable, it shall be lawful for them to pay such compensation into the hands of the Prothonotary of the Superior Court for the District in which such land is situate, with the interest thereon for six months, and to deliver to the said Prothonotary an authentic copy of the conveyance, or of the award, if there be no conveyance, and such award shall thereafter be deemed to be the title of the said Company to the land therein mentioned, and proceedings shall thereupon be had for the confirmation of the title of the said Company, in like manner as in other cases of confirmation of title, except that, in addition to the usual contents of the notice, the Prothonotary shall state that the title of the Company (that is, the conveyance or award) is under this Act, and shall call upon all persons entitled to the lands, or any part thereof, or representing or being the husband of any party so entitled, to file their oppositions for their claims to the compensation, or any part thereof, and all such oppositions shall be received and adjudged upon by the Court; and the judgment of confirmation shall for ever bar all claims to the land, or any part thereof (including dower not yet open), as well as any mortgage, hypothec or incumbrance upon the same; and the Court shall make such order for the distribution, payment or investment of the compensation, and for the security of the rights of all parties interested, as to right and justice, and the Special Act, and according to the provisions of this Act and to law, shall appertain; and the costs of the said proceedings, or any part thereof, shall be paid by the Company, or by any other party, as the Court shall deem it equitable to order; and if judgment of confirmation be obtained in less than six months from the payment of the compensation to the Prothonotary, the Court shall direct a proportionate part of the interest to be returned to the Company, and if from any error, fault or neglect of the Company, it shall not be obtained until after the six months are expired, the Court shall order the Company to pay the Prothonotary the interest for such further period as may be right.

Case in which
Railway shall
pass through
Indian lands,
provided for.

Twenty-secondly. If the said Railway shall pass through any land belonging to or in possession of any Tribe of Indians in this Province, or if any act occasioning damage to their lands shall be done under the authority of this Act or the Special Act, compensation shall be made to them therefor, in the same manner as is provided with respect to the lands or rights of other individuals; and whenever it shall be necessary that Arbitrators shall be chosen by the parties, the Chief Officer of the Indian Department within this Province is hereby authorized and required to name an Arbitrator on behalf of the Indians, and the amount which shall be awarded in any case shall

be paid, where the lands belong to the Indians, to the said Chief Officer, for the use of such Tribe or Body.

Twenty-thirdly. Whenever it shall be necessary for the Company to occupy any part of the lands belonging to the Queen's Majesty, reserved for Naval or Military purposes, they shall first apply for and obtain the license or consent of Her said Majesty, under the Hand and Seal of the Governor for the time being, and having obtained such license and consent, they may at any time or times enter into or upon, have, hold, use, occupy and enjoy any of the said lands for the purposes of the Railway: Provided always, that in the case of any such Naval or Military Reserves, no such license or consent shall be given but upon a Report first made thereupon by the Naval or Military authorities in which such lands shall for the time being be vested, approving of such license and consent being so given as aforesaid.

As to lands belonging to Her Majesty, &c.

Proviso.

HIGHWAYS AND BRIDGES.

XII. And be it enacted, That the Highways and Bridges shall be regulated as follows:

Firstly. The railway shall not be carried along any existing Highway, but merely cross the same in the line of the Railway, unless leave be obtained from the proper Municipal authority therefor; and no obstruction of such Highway with the works shall be made without turning the Highway so as to leave an open and good passage for carriages, and, on completion of the works, replacing the Highway, under a penalty of not less than Ten Pounds for any contravention; but in either case, the rail itself, provided it does not rise above or sink below the surface of the road more than one inch, shall not be deemed an obstruction.

Railway not to be carried along any highway without leave from Municipal authorities.

Secondly. No part of the Railway which shall cross any Highway without being carried over by a Bridge, or under by a Tunnel, shall rise above or sink below the level of the Highway more than one inch; and the Railway may be carried across or above any Highway within the limits aforesaid.

Railway not to rise more than one inch above level of highways when crossing the same.

Thirdly. The space of the arch of any Bridge erected for carrying the Railway over or across any Highway shall at all times be, and be continued of the open and clear breadth and space, under such arch, of not less than twenty feet, and of a height from the surface of such Highway to the centre of such arch of not less than twelve feet; and the descent under any such Bridge shall not exceed one foot in twenty feet.

Height and breadth of bridge over highways.

Fourthly. The ascent of all Bridges erected to carry any Highway over any Railway shall not be more than one foot in twenty feet increase over the natural ascent of the Highway;

Ascent of bridges.

and a good and sufficient fence shall be made on each side of every Bridge, which fence shall not be less than four feet above the surface of the Bridge.

Precautions
when Railway
crosses a high-
way.

Fifthly. Signboards stretching across the highway crossed at a level by any Railway, shall be erected and kept up at each crossing at such height as to leave sixteen feet from the Highway to the lower edge of the signboard, and having the words "Railway Crossing" painted on each side of signboard, and in letters not less than six inches in length; and for every neglect to comply with the requirements of this section a penalty not exceeding Ten Pounds currency shall be incurred.

FENCES.

XIII. And be it enacted, That—

Fences to be
erected on each
side of Railway.

Firstly. Fences shall be erected and maintained on each side of the Railway, of the height and strength of an ordinary division fence, with openings, or gates, or bars therein and farm crossings of the Road, for the use of the proprietors of the lands adjoining the Railway; and also cattle guards at all road crossings, suitable and sufficient to prevent cattle and animals from getting on the Railway; and until such fences and cattle guards shall be duly made, the Company shall be liable for all damages which shall be done by their trains or engines to cattle, horses or other animals on the Railway; and after the fences or guards shall be duly made, and while they are duly maintained, no such liability shall accrue for any such damages unless negligently or wilfully done; and if any person shall ride, lead or drive any horse or other animal upon such Railway, and within the fences and guards other than the farm crossings, without the consent of the Company, he shall for every such offence forfeit a sum not exceeding Ten Pounds, and shall also pay all damages which shall be sustained thereby to the party aggrieved; and no person other than those connected with, or employed by, the Railway, shall walk along the track thereof except where the same shall be laid across or along a Highway.

Dividing and
separating of
lands for Rail-
way from neigh-
bouring lands.

Secondly. Within six months after any lands shall be taken for the use of the Railway and if thereunto required by the proprietors of the adjoining lands respectively, but not otherwise, the lands shall be, by the Company, divided and separated and kept constantly divided and separated from the lands or grounds adjoining thereto, with a sufficient post or rail, hedge, ditch bank or other fence sufficient to keep off hogs, sheep and cattle, to be set and made on the lands so taken, and which the Company shall, at their own costs and charges,

from time to time, maintain, support and keep in sufficient repair.

TOLLS.

XIV. And be it enacted, That Tolls shall be established as follows:

Firstly. Tolls shall be from time to time fixed and regulated ^{Tolls to be fixed by By-laws.} by the By-laws of the Company, or by the Directors, if thereunto authorised by the By-laws, or by the Shareholders at any general meeting, and shall and may be demanded and received for all passengers and goods transported upon the Railway or in the Steam Vessels to the undertaking belonging, and which shall be paid to such person and at such place near to the Railway, in such manner and under such regulations as the By-laws shall direct; and in case of denial or neglect of payment of any such Tolls, or any part thereof, on demand, to such persons, the same may be sued for and recovered in any competent Court, or the Agents or Servants of the Company may, and they are hereby empowered to seize the goods for or in respect whereof such tolls ought to be paid, and detain the same until payment thereof; and in the meantime the said goods shall be at the risk of the owners thereof; and if the said tolls shall not be paid within six weeks, the Company shall thereafter have power to sell the whole or any part of such goods, and out of the money arising from such sales to retain the tolls payable as aforesaid, and all charges and expenses of such detention and sale; rendering the surplus, if any, of the money realized from such sale, or of such of the goods as may remain unsold, to the person entitled thereto: and if any goods shall remain in the possession of the Company unclaimed for the space of twelve months, the Company shall thereafter, and on giving public notice thereof by advertisement for six weeks in the *Canada Gazette*, and in such other papers as they may deem necessary, have power to sell such goods by public auction at a time and place to be mentioned in such advertisement, and out of the proceeds thereof to pay such tolls and all reasonable charges for storing, advertising and selling such goods; and any balance of such proceeds shall be kept by the Company for a further period of three months to be paid over to any party entitled thereto; and in default of such balance being claimed before the expiration of the period last aforesaid, the same shall be paid over to the Receiver General, to be applied to the general purposes of the Province, until such time as the same shall be claimed by the party entitled thereto; and all or any of the said tolls may, by any By-law, be lowered and reduced and again raised as often as it shall be deemed neces-

Proviso.

sary for the interest of the undertaking: Provided that the same tolls shall be payable at the same time and under the same circumstances upon all goods and persons, so that no undue advantage, privilege or monopoly may be afforded to any person or class of persons by any By-laws relating to the tolls.

A fraction of a mile to be considered as a whole one in charging tolls.

Secondly. In all cases a fraction in the distance over which goods or passengers shall be transported on the Railway shall be considered as a whole mile: and for a fraction of a ton in the weight of any goods, a proportion of the tolls shall be demanded and taken, according to the number of quarters of a ton contained therein, and a fraction of a quarter of a ton shall be deemed and considered as a whole quarter of a ton.

Table of tolls to be stuck up in cars, &c.

Thirdly. The Directors shall, from time to time, print and stick up, or cause to be printed and stuck up, in the office, and in all and every of the places where the tolls are to be collected and in every passenger car, in some conspicuous place there, a printed board or paper exhibiting all the tolls payable, and particularising the price or sum of money to be charged or taken for the carriage of any matter or thing.

Fourthly. No tolls shall be levied or taken until approved of by the Governor in Council, nor until after two weekly publications in the *Canada Gazette* of the By-law establishing such tolls, and of the Order in Council approving thereof.

Fifthly. Every By-law fixing and regulating tolls shall be subject to revision by the Governor in Council from time to time after approval thereof as aforesaid; and after an Order in Council, reducing the tolls fixed and regulated by any By-law, shall have been twice published in the *Canada Gazette*, the tolls mentioned in such Order in Council shall be substituted for those mentioned in such By-law so long as such Order in Council remains unrevoked.

GENERAL MEETINGS.

Shareholders may hold general meetings.

XV. And be it enacted, That the Shareholders shall always have power to assemble together at general meetings for purposes connected with or belonging to the undertaking, and at any annual general meeting, and elect Directors in the manner provided by the next succeeding clause.

DIRECTORS—THEIR ELECTION AND DUTIES.

Board of Directors

XVI. And be it enacted, That—

Firstly. A Board of Directors of the undertaking to manage

its affairs, the number whereof shall be stated in the Special Act, shall be chosen annually by a majority of the Shareholders voting at such election at a general meeting, the time and place for which shall be appointed by the Special Act, and if such election shall not be held on the day so appointed, it shall be the duty of the Directors to notify and cause such election to be held within thirty days after the day so appointed; and on the day so notified no person shall be admitted to vote except those who would have been entitled to vote had the election been held on the day when it ought to have been held; and vacancies in the Board of Directors shall be filled in such manner as may be prescribed by the By-laws; and no person shall be a Director unless he be a Stockholder, owning stock absolutely in his own right, and qualified to vote for Directors at the election at which he shall be chosen.

Secondly. The method of calling general meetings, and the time and place of the first meeting of Stockholders for the appointment of Directors, shall be determined and settled in the Special Act. Calling of special meetings, &c.

Thirdly. The number of votes to which each Shareholder shall be entitled on every occasion when the votes of the members are to be given, shall be in the proportion to the number of shares held by him, unless otherwise provided by the Special Act: And all Shareholders, whether resident in this Province or elsewhere, may vote by proxy, if they shall see fit: Provided that such proxy do produce from his constituent an appointment in writing, in the words or to the effect following, that is to say:— Votes to be in proportion to shares.

“ I, _____, of _____, one of
 “ the Shareholders of the _____, do hereby appoint
 “ _____, of _____, to be my proxy,
 “ and in my absence to vote or give my assent to any business,
 “ matter or thing relating to the said undertaking, that shall be
 “ mentioned or proposed at any meeting of the Shareholders of
 “ the said Company, or any of them, in such manner as he, the
 “ said _____, shall think proper. In witness
 “ whereof, I have hereunto set my hand and seal the
 “ _____ day of _____, in the year _____.”

Fourthly. The votes by proxy shall be as valid as if the principals had voted in person; and every matter or thing proposed or considered in any public meeting of the Shareholders shall be determined by the majority of votes and proxy then present and given as aforesaid, and all decisions and acts of any such majority shall bind the Company, and be deemed the decisions and acts of the Company. Votes by proxy

Fifthly. The Directors first appointed, or those appointed in their stead in case of vacancy, shall remain in office until the Term of office of Directors.

Provis. next annual election of Directors at the time appointed therefor, at which time an annual general meeting of the Shareholders shall be held to choose Directors for the ensuing year, and generally to transact the business of the Company: Provided always that the said Directors, in case of the death, absence, or resignation of any of them, may appoint others in their stead; but if such appointment be not made, such death, absence, or resignation shall not invalidate the acts of the remaining directors.

President. *Sixthly.* The Directors shall, at their first or at some other meeting, after the day appointed for the annual general meeting, elect one of their number to be the President of the Company, who shall always, when present, be the Chairman of and preside at all meetings of the Directors, and shall hold his office until he shall cease to be a Director, or until another President shall be elected in his stead; and they may in like manner elect a Vice-President, who shall act as Chairman in the absence of the President.

Vice-President.

Quorum of Directors. *Seventhly.* The Directors at any meeting at which not less than a quorum to be settled by the Special Act shall be present, shall be competent to use and exercise all and any of the powers vested in the said Directors, but no one Director shall have more than one vote at any meeting except the Chairman, who shall, in case of a division of equal numbers, have the casting vote, and the Directors shall be subject to the examination and control of the Shareholders at their annual meetings, and be subject to all By-laws of the Company, and to the orders and directions from time to time made at the annual or at any special meetings, such orders and directions not being contrary to any express directions or provisions of this Act or the Special Act. And provided also, that the act of any majority of a quorum of the Directors present at any meeting regularly held, shall be deemed the act of the Directors.

Proviso.

Officers of Company cannot be Directors. *Eighthly.* No person holding any office, place or employment in or being concerned or interested in any contracts under or with the Company, shall be capable of being chosen a Director, or of holding the office of Director.

By-laws for management of stock, &c.

Ninthly. The Directors shall make By-laws for the management and disposition of the stock, property and business affairs of the Company, not inconsistent with the laws of this Province, and for the appointment of all officers, servants and artificers, and prescribing their respective duties.

Calls. *Tenthly.* The Directors may from time to time make such calls of money upon the respective Shareholders, in respect of the amount of Capital respectively subscribed or owing by them, as they shall deem necessary, provided that thirty days' notice at the least be given of such call, and that no call exceed the

prescribed amount to be determined therefor in the Special Act, nor made at a less interval than two months from the previous call, or a greater amount be called in, in any one year, than the prescribed amount therefor in the Special Act, and every Shareholder shall be liable to pay the amount of the call so made in respect of the shares held by him to the persons and at the times and places from time to time appointed by the Company or the Directors.

Eleventhly. If before or on the day appointed for payment, any Shareholder do not pay the amount of any call, he shall be liable to pay interest for the same, at the rate of six per centum per annum, from the day appointed for the payment thereof to the time of the actual payment.

Interest to be charged on unpaid calls.

Twelfthly. If at the time appointed for the payment of any call, any Shareholder shall fail to pay the amount of the call, he may be sued for the same, in any Court of Law or Equity having competent jurisdiction, and the same may be recovered with lawful interest from the day on which such call was payable.

Amount of call may be recovered by suit.

Thirteenthly. In any action or suit to recover any money due upon any call, it shall not be necessary to set forth the special matter, but it shall be sufficient to declare that the Defendant is the holder of one share or more, stating the number of shares, and is indebted in the sum of money to which the calls in arrear shall amount, in respect of one call or more upon one share or more, stating the number and amount of each of such calls, whereby an action hath accrued to the said Company by virtue of the Special Act.

Certain formalities not necessary in actions for calls.

Fourteenthly. The Certificate of Proprietorship of any share shall be admitted in all Courts as *prima facie* evidence of the title of any Shareholder, his executors, administrators, successors, or assigns, to the share therein specified; nevertheless, the want of such Certificate shall not prevent the holder of any share from disposing thereof.

Certificate of proprietorship *prima facie* evidence.

Fifteenthly. Any persons neglecting or refusing to pay a rateable share of the calls as aforesaid, for the space of two calendar months after the time appointed for the payment thereof, shall forfeit their respective shares in the undertaking, and all the profit and benefit thereof; all which forfeitures shall go to the Company for the benefit thereof.

Penalty for refusal to pay calls.

Sixteenthly. Provided that no advantage shall be taken of the forfeiture, unless the same shall be declared to be forfeited at a General Meeting of the Company, assembled at any time after such forfeiture shall be incurred, and every such forfeiture shall be an indemnification to and for every Shareholder so forfeiting against all actions, suits or prosecutions whatever, to be commenced or prosecuted for any breach of contract or

Forfeiture of share not to be taken advantage of, unless declared at general meeting.

other agreement between such Shareholder and the other Shareholders with regard to carrying on the said undertaking.

Directors may sell forfeited shares by auction.

Seventeenthly. The Directors of the said Company may sell, either by public auction or private sale, and in such manner and on such terms as to them shall seem meet, any shares so declared to be forfeited, and also any shares remaining unsubscribed for in the Capital Stock of the Company, or pledge such forfeited or unsubscribed shares for the payment of loans or advances made or to be made thereon, or of any sums of money borrowed or advanced by or to the Company.

Certificate of Treasurer to be evidence of forfeiture.

Eighteenthly. A certificate of the Treasurer of the Company that the forfeiture of the shares was declared shall be sufficient evidence of the fact therein stated, and of their purchase by the purchaser, and with the receipt of the Treasurer for the price of such Shares, shall constitute a good title to the shares, and the Certificate shall be by the said Treasurer enregistered in the name and with the place of abode and occupation of the purchasers, and shall be entered in the Books required to be kept by the By-laws of the Company, and such purchaser shall thereupon be deemed the holder of such shares, and shall not be bound to see to the application of the purchase money, nor shall his title to such shares be affected by any irregularity in the proceedings in reference to such sale, and any Shareholder may purchase any shares so sold.

Interest to be allowed to Shareholders paying money in advance on their shares.

Nineteenthly. Shareholders willing to advance the amount of their shares, or any part of the money due upon the respective shares beyond the sums actually called for, may pay the same, and upon the principal moneys so paid in advance, or so much thereof as from time to time shall exceed the amount of the calls then made upon the shares in respect of which such advance shall be made, the Company may pay interest at the legal rate of interest for the time being, as the Shareholders paying such sum in advance and the said Company may agree upon: Provided such interest shall not be paid out of the Capital subscribed.

Directors to cause annual accounts to be kept.

Twentiethly. The Directors shall and they are hereby required to cause a true, exact and particular account to be kept and annually made up and balanced on the thirty-first day of December in each year, of the money collected and received by the Company, or by the Directors or Managers thereof, or otherwise, for the use of the Company, and of the charges and expenses attending the erecting, making, supporting, maintaining and carrying on of the undertaking, and of all other receipts and expenditures of the Company or the Directors, and at the general meetings of the Shareholders of the undertaking, to be from time to time holden as aforesaid, a dividend shall be made out of the clear profits of the said undertaking,

unless such meeting shall declare otherwise; and such dividend shall be at and after the rate of so much per share upon the several shares held by the Shareholders in the stock of the Company, as such meeting shall think fit to appoint or determine: Provided always, that no dividend shall be made whereby the capital of the said Company shall be in any degree reduced or impaired, or be paid thereout, nor shall any dividend be paid in respect of any share, after a day appointed for payment of any call for money in respect thereof until such call shall have been paid. Proviso.

Twenty-firstly. The Directors of the Company may, in their discretion, until the Railroad shall be completed and opened to the public, pay interest at any rate not exceeding Six Pounds per centum per annum, on all sums called up in respect of the shares, from the respective days on which the same shall be paid, such interest to accrue and be paid at such times and places as the Directors shall appoint for that purpose: Provided always, that no interest shall accrue to the proprietors of any share upon which any call shall be in arrear in respect of such shares or any other share to be holden by the same Shareholder during the period which such call shall remain unpaid, nor shall any interest be paid or taken from the Capital subscribed or any part thereof. Directors may pay interest on sums called up in respect of shares.
Proviso.

Twenty-secondly. The Directors shall from time to time appoint such and so many Officers as they may deem requisite, and take from them such sufficient security by one or more Bond or Bonds, in a sufficient penalty or penalties or otherwise from the Manager and Officers for the time being, for the safe-keeping and accounting of the moneys to be raised by virtue of this Act and the Special Act, and for the faithful execution by them of their offices respectively, as the Directors shall think proper. Directors may appoint officers.

Twenty-thirdly. In case of the absence or illness of the President, the Vice President shall have all the rights and powers of the President, and shall be competent to sign all Notes, Bills, Debentures, and other Instruments, and to perform all acts which by the Regulations and By-laws of the Company or by the Acts incorporating the Company are required to be signed, performed and done by the President; and the Directors may at any meeting require the Secretary to enter such absence or illness among the proceedings of such meeting, and a Certificate thereof signed by the Secretary shall be delivered to any person or persons requiring the same on payment to the Treasurer of Five Shillings, and such Certificate shall be taken and considered as *prima facie* evidence of such absence or illness, at and during the period in the said Certificate mentioned, in all proceedings in Courts of Justice or otherwise. Vice President to act in the absence of the President.

Notice to be published in Canada Gazette.

Twenty-fourthly. All notices of meetings or of calls upon the Shareholders of the Company shall be published weekly in the *Canada Gazette*, and the said Gazette shall, on production thereof, be conclusive evidence of the sufficiency of the said notices.

SHARES AND THEIR TRANSFER.

XVII. And be it enacted, That—

Shareholders may dispose of shares.

Firstly. Shares in the undertaking may be, by the parties, sold and disposed of by instrument in writing, to be made in duplicate in the form following, one part of which shall be delivered to the Directors, to be filed and kept for the use of the said Company, and an entry thereof shall be made in a Book to be kept for that purpose; but no interest on the shares transferred shall be paid by the purchaser until said duplicate shall be so delivered, filed and entered.

Form of sale.

Secondly. Sales shall be in the form following, varying the names and descriptions of the contracting parties, as the case may require:—

“I, A. B., in consideration of the sum of _____, paid to me by C. D. hereby do sell and transfer to him _____ share (or shares) of the stock of the _____, to hold to him the said C. D. his Heirs, Executors, Administrators and Assigns, subject to the same rules and orders, and on the same conditions that I held the same immediately before the execution thereof. And I, the said C. D. do hereby agree to accept of the said _____ share (or shares) subject to the same rules, orders and conditions. Witness our hands
“ this _____ day of _____ in the year of _____.”

Thirdly. The Stock of the Company shall be deemed personal estate, but no shares shall be transferable until all previous calls thereon shall have been fully paid in, or the said shares shall have been declared forfeited for the non-payment of calls thereon, and no transfer of less than a whole share shall be valid.

Fourthly. If any share in the Company shall be transmitted by the death, bankruptcy or last will, donation or testament, or by the intestacy of any Shareholder, or by any lawful means other than the transfer hereinbefore mentioned, the party to whom such share shall be so transmitted, shall deposit in the office of the Company a statement in writing, signed by him, declaring the manner of such transmission, together with a duly certified copy or probate of such will, donation or testament, or sufficient extracts therefrom, and such other documents or proof as may be necessary, and without which such party shall not be entitled to receive any share of the profits of the Company, nor vote in respect of any such share as to the holder thereof.

MUNICIPALITIES.

XVIII. And be it enacted, That—

Firstly. Municipal Corporations in this Province may subscribe for any number of shares in the Capital Stock of, or lend to or guarantee the payment of any sum of money borrowed by the Company from any Corporation or person, or endorse or guarantee the payment of any Debenture to be issued by the Company for the money by them borrowed, and shall have power to assess and levy from time to time upon the whole rateable property of the Municipality a sufficient sum for them to discharge the debt or engagement so contracted, and for the like purpose to issue Debentures payable at such times and for such sum respectively, not less than Five Pounds currency, and bearing or not bearing interest, as such Municipal Corporation may think meet.

Municipal Corporations may take stock.

Secondly. Any such Debenture issued, endorsed or guaranteed, shall be valid, and binding upon such Municipal Corporation, if signed or endorsed, and countersigned by such officer or person, and in such manner and form as shall be directed by any By-law of such Corporation, and the Corporation Seal thereto shall not be necessary, nor the observance of any other form with regard to the Debentures than such as shall be directed in such By-law as aforesaid.

Debentures issued by them to be binding.

Thirdly. No Municipal Corporation shall subscribe for Stock or incur any debt or liability under this Act or the Special Act, unless and until a By-law to that effect shall have been duly made, and adopted with the consent first had of a majority of the qualified electors of the Municipality, to be ascertained in such manner as shall be determined by the said By-law, after public advertisement thereof containing a copy of such proposed By-law, inserted at least four times in each newspaper printed within the limits of the Municipality, or if none be printed therein, then in some one or more newspaper printed in the nearest City or Town thereto and circulated therein, and also put up in at least four of the most public places in each Municipality.

They cannot subscribe for stock unless By-laws are made for that purpose.

Fourthly. The Mayor, Warden or Reeve, being the Head of such Municipal Corporation, subscribing for and holding Stock in the Company, to the amount of Five Thousand Pounds, or upwards, shall be and continue to be *ex officio* one of the Directors of the Company, in addition to the number of Directors authorized by the Special Act, and shall have the same rights, powers and duties as any of the Directors of the Company.

Mayor, &c., to be *ex officio* a Director in certain cases.

SHAREHOLDERS.

XIX. And be it enacted, That—

Shareholders
individually
liable.

Firstly. Each Shareholder shall be individually liable to the creditors of the Company to an amount equal to the amount unpaid on the Stock held by him, for the debts and liabilities thereof, and until the whole amount of his Stock shall have been paid up; but shall not be liable to an action therefor before an execution against the Company shall have been returned unsatisfied in whole or in part, and the amount due on such execution shall be the amount recoverable with costs against such Shareholders.

Stock may be
increased.

Secondly. The original Capital Stock may be increased from time to time to any amount, but such increase must be sanctioned by a vote in person or by proxy, of at least two thirds in amount of all the Shareholders, at a meeting of them expressly called by the Directors for that purpose, by a notice in writing to each Shareholder, served on him personally, or properly directed to him, and deposited in the Post Office nearest to his place of residence, at least twenty days previous to such meeting, stating the time and place and object of the meeting, and the amount of increase; and the proceedings of such meeting must be entered on the Minutes of the proceedings, and thereupon the Capital Stock may be increased to the amount sanctioned by such a vote.

Funds of Com-
pany not to be
employed in
purchasing
other stock.

Thirdly. The funds of the Company shall not be employed in the purchase of any Stock in their own or in any other Company.

ACTIONS FOR INDEMNITY, AND FINES AND PENALTIES AND THEIR PROSECUTION.

XX. And be it enacted, That—

Limitation of
assignees for
damages.

Firstly. All suits for indemnity for any damage or injury sustained by reason of the Railway shall be instituted within six calendar months next after the time of such supposed damage sustained, or if there shall be continuation of damage, then within six calendar months next after the doing or committing such damage shall cease, and not afterwards; and the defendants may plead the general issue and give this Act and the special Act and the special matter in evidence at any trial to be had thereupon, and may prove that the same was done in pursuance of and by authority of this Act and the Special Act.

Penalty on per-
sons obstructing
free use of Rail-
way.

Secondly. All persons by any means or in any manner or way whatsoever, obstructing or interrupting the free use of the

Railway, or the carriages, vessels, engines or other works incidental or relative thereto, or connected therewith, shall, for every such offence, be deemed guilty of a misdemeanor, and on conviction thereof, shall be punished by imprisonment in the common Gaol of the District or County where the conviction shall take place, or in the Provincial Penitentiary, for a term not to exceed five years.

Thirdly. All persons wilfully and maliciously, and to the prejudice of the Railway, breaking, throwing down, damaging or destroying the same, or any part thereof, or any of the buildings, stations, depôts, wharves, vessels, fixtures, machinery or other works or devices incidental and relative thereto, or connected therewith, or doing any other wilful hurt or mischief, or wilfully or maliciously obstructing or interrupting the free use of the Railway, vessels or works, or obstructing, hindering or preventing the carrying on, completing, supporting, and maintaining the Railway, vessels or works, shall be adjudged guilty of a misdemeanor, unless the offence committed shall, under some other Act or Law, amount to a felony, in which case such person shall be adjudged guilty of a felony, and the Court by and before whom the person shall be tried and convicted shall have power and authority to cause such person to be punished in like manner as persons guilty of misdemeanor or felony (as the case may be) are directed to be punished by the laws in force in this Province.

Penalty on persons damaging Railway.

Fourthly. All fines and forfeitures imposed by this Act or the Special Act, or which shall be lawfully imposed by any By-law, the levying and recovering of which are not particularly herein directed, shall, upon proof of the offence before any one or more Justice or Justices of the Peace for the District, County or place where the act occurred, either by the confession of the parties, or by the oath or affirmation of any one credible witness, which oath or affirmation such Justice or Justices is or are hereby empowered and required to administer without fee or reward, be levied by distress and sale of the offender's goods and chattels, by Warrant under the hand and seal or hands and seals of such Justice or Justices; and all fines, forfeitures and penalties, the application whereof is not hereinbefore particularly directed, shall be paid into the hands of the Treasurer of the Company to be applied to the use thereof, and the overplus of the money so raised, and after deducting the penalty and the expenses of the levying and recovering thereof, shall be returned to the owner of the goods so distrained and sold; and for want of sufficient goods and chattels whereof to levy the said penalty and expense, the offender shall be sent to the common Gaol for the County or District in which he shall have been convicted, there to remain without bail or mainprize,

Fines how recovered.

for such term, not exceeding one month, as the Justice or Justices shall think proper, unless the penalty or forfeiture, and all expenses attending the same, shall be sooner paid and satisfied; but every such person or persons may, within four calendar months after the conviction, appeal against the same to the Court of General Quarter Sessions, to be holden in and for the County or District.

Contraventions
of this Act or
of Special Act,
to be misde-
meanors.

Fifthly. All contraventions of this Act, or of the Special Act, by the Company or by any other party, for which no punishment or penalty is herein provided, shall be a misdemeanor, and shall be punishable accordingly; but such punishment shall not exempt the Company, if they be the offending party, from the forfeiture by this Act and the Special Act of the privileges conferred on them by the said Acts, if by the provisions thereof or by law the same be forfeited by such contravention.

By-laws to be
put into writing
and signed by
Chairman.

Sixthly. All By-laws, Rules and Orders regularly made, shall be put into writing and signed by the Chairman or person presiding at the meeting at which they were adopted, and shall be kept in the office of the Company; and a printed copy of so much of them as may relate to or effect any party other than the members or servants of the Company, shall be affixed openly in all and every passenger car, and in all and every of the places where tolls are to be gathered, and in like manner so often as any change or alteration shall be made to the same; and any copy of the same, or of any of them, certified as correct by the President or Secretary, shall be deemed authentic, and shall be received as evidence thereof in any Court, without further proof: Provided nevertheless, that all such By-laws, Rules and Orders shall be submitted from time to time to the Governor General, or person administering the Government of this Province for approval.

PROVISO.

Copies of
Minutes to be
prima facie
evidence.

Seventhly. That copies of the Minutes of proceedings and resolutions of the Shareholders of the Company, at any general or special meeting, and of Minutes of proceedings and resolutions of the Directors, at their meetings, extracted from the Minute-books kept by the Secretary of the Company, and by him certified to be true copies, extracted from such Minute-books, shall be *prima facie* evidence of such proceedings and resolutions in all Courts of civil jurisdiction; and all notices given by the Secretary of the Company, by order of the Directors, shall be deemed notices by the said Directors and Company.

WORKING OF THE RAILWAY.

XXI. And be it enacted, That—

Firstly. Every servant of the undertaking employed in a passenger train or at stations for passengers, shall wear upon his hat or cap a badge, which shall indicate his office, and he shall not without such badge be entitled to demand or receive from any passenger any fare or ticket, or to exercise any of the powers of his office, nor meddle or interfere with any passenger or his baggage or property.

Servants to wear badges

Secondly. The trains shall start and run at regular hours to be fixed by public notice, and shall furnish sufficient accommodation for the transportation of all such passengers and goods as shall within a reasonable time previous thereto be offered for transportation at the place of starting, and at the junctions of other Railways and at usual stopping places established for receiving and discharging way-passengers and goods from the trains, and such passengers and goods shall be taken, transported and discharged, at, from, and to such places, on the due payment of the toll, freight or fare legally authorized therefor, and the party aggrieved by any neglect or refusal in the premises, shall have an action therefor against the Company.

Trains to start at regular hours.

Thirdly. Checks shall be affixed by an agent or servant to every parcel of baggage having a handle, loop or fixture of any kind thereupon, and a duplicate of such Check shall be given to the passenger delivering the same; and if such Check be refused on demand, the Company shall pay to such passenger the sum of Two Pounds, to be recovered in a civil action; and further, no fare or toll shall be collected or received from such passenger, and if he shall have paid his fare, the same shall be refunded by the Conductor in charge of the train; and any passenger producing such Check, may himself be a witness in any suit brought by him against the Company, to prove the contents and value of his baggage not delivered to him.

Checks to be fixed on parcels.

Fourthly. The baggage, freight, merchandize or lumber cars shall not be placed in rear of the passenger cars, and if any such be so placed, the officer or agent directing or knowingly suffering such arrangement, and the conductor of the train, shall severally be deemed guilty of a misdemeanor, and be punished accordingly.

Baggage cars not to be in rear of passage cars.

Fifthly. Every locomotive engine shall be furnished with a bell, of at least thirty pounds weight, or a steam whistle; and the bell shall be rung, or the whistle sounded at the distance of at least eighty rods from every place where the Railway shall cross any highway, and be kept ringing or be sounded at short intervals, until the engine shall have crossed such highway,

Locomotive to be furnished with bells or steam whistles.

under a penalty of Two Pounds for every neglect thereof, to be paid by the Company, who shall also be liable for all damages sustained by any person by reason of such neglect, one half of which penalty and damages shall be chargeable to and collected by the Company from the Engineer having charge of such engine and neglecting to sound the whistle or ring the bell as aforesaid.

Passengers refusing to pay fare may be put out.

Sixthly. Passengers refusing to pay their fare, may, by the conductor of the train and the servants of the Company, be, with their baggage, put out of the cars, using no unnecessary force, at any usual stopping place, or near any dwelling house, as the conductor shall elect, first stopping the train.

Intoxicated conductor of locomotives.

Seventhly. All persons in charge of a locomotive engine, or acting as the conductor of a car or train of cars, who shall be intoxicated on the Railway, shall be deemed guilty of a misdemeanor.

Passengers to have no claim if injured when on platform of cars, &c.

Eighthly. Any passenger injured while on the platform of a car, or on any baggage, wood or freight car, in violation of the printed regulations posted up at the time in a conspicuous place, inside of the passenger cars then in the train, shall have no claim for the injury, provided sufficient room inside of such passenger cars, sufficient for the proper accommodation of the passengers, was furnished at the time.

GENERAL PROVISIONS.

XXII. And be it enacted, That—

Company not bound to see to execution of trusts.

Firstly. The Company shall not be bound to see to the execution of any trust, whether express, implied or constructive, to which any of the shares may be subject; and the receipt of the party in whose name any share shall stand in the Books of the Company, or if it stands in the name of more parties than one, the receipt of one of the parties named in the Register of Shareholders shall from time to time be a sufficient discharge to the Company for any dividend or other sum of money payable in respect of the share, notwithstanding any trust to which the share may then be subject, and whether or not the Company have had notice of the trust, and the Company shall not be bound to see to the application of the money paid upon such receipt.

Provisions for the carriage of Her Majesty's Mail, &c.

Secondly. Her Majesty's Mail, Her Majesty's Naval or Military Forces or Militia, and all artillery, ammunition, provisions or other stores for their use and all policemen, constables and others travelling on Her Majesty's service, shall at all times, when thereunto required by Her Majesty's Provincial Postmaster General, the commander of the Forces, or any person having the Superintendence or Command of any Police Force, and

with the whole resources of the Company if required, be carried on the Railway on such terms and conditions, and under such regulations as the Governor in Council shall make; and the Company may be required by the Governor, or any person thereunto authorized by him, to place any Electric Telegraph, and the apparatus and operators they may have, at the exclusive use of the Government, receiving thereafter reasonable compensation for such service; provided that any further enactments which the Legislature of this Province may hereafter make, for the carriage of the Mail or Her Majesty's Forces, and other persons and articles as aforesaid, or the tolls therefor, or in any way respecting the use of any Electric Telegraph or other service to be rendered to the Government shall not be deemed an infringement of the privileges intended to be conferred by this Act or the Special Act.

Thirdly. A true and perfect account of the names and places of abode of the several Shareholders shall be kept and entered in a Book to be kept for that purpose, as well as of the several persons who shall from time to time become proprietors of, or entitled to any shares therein, and of all the other acts, proceedings and transactions of the said Company, and of the Directors from the time being.

Account of names and residence of Shareholders to be kept.

Fourthly. A Map and Profile of the completed Railway and of the land taken or obtained for the use thereof shall, within a reasonable time after completion of the undertaking, be made and filed in the office of the Commissioners of Public Works, and also like maps of the parts thereof located in different Counties, shall be filed in the Registry Offices for the Counties in which such parties shall be respectively; and every such Map shall be drawn on such a scale, and on such paper, as may from time to time be designated for that purpose by the Chief Commissioner of Public Works, and shall be certified and signed by the President or Engineer of such Corporation.

Map, &c., of Railway to be filed in the Board of Works Office.

Fifthly. An account shall be annually submitted to the three branches of the Legislature, within the first fifteen days after the opening of each Session of the Provincial Parliament after the opening of the Railway or any part thereof to the public, containing a detailed and particular account, attested upon oath of the President, or Vice-President in his absence, of the moneys received and expended by the Company, and a classified statement of the passengers and goods transported by them, with an attested copy of the last annual statement; and no further provisions which the Legislature may hereafter make with regard to the form or details of such account, or the mode of attesting or rendering the same, shall be deemed an infringement of the privileges hereby granted to the Company.

Account to be submitted to Legislature.

Ten per cent. to be paid within three years from passing of Special Act.

Sixthly. If the construction of the Railway shall not have been commenced, and ten per cent. on the amount of the Capital shall not have been expended thereon within three years after the passing of the Special Act, or if the Railway shall not be finished and put in operation in ten years from the passing of such Special Act as aforesaid, its corporate existence and powers shall cease.

Parliament may reduce tolls on Railways.

Seventhly. The Legislature of this Province may, from time to time, reduce the tolls upon the Railway, but not without consent of the Company, or so as to produce less than fifteen per cent. per annum profit on the Capital actually expended in its construction; nor unless, on an examination made by the Commissioners of Public Works of the amount received and expended by the Company, the net income from all sources, for the year then last past, shall have been found to exceed fifteen per cent. upon the Capital so actually expended.

As to goods of a dangerous nature.

Eighthly. No person shall be entitled to carry or to require the Company to carry upon their Railway any *aqua fortis*, oil of vitriol, gunpowder, lucifer matches, or any other goods, which, in the judgment of the Company, may be of a dangerous nature; and if any person send by the said Railway any such goods without distinctly marking their nature on the outside of the package containing the same, and otherwise giving notice in writing to the Book-keeper or other servants of the Company with whom the same are left at the time of so sending the said goods, he shall forfeit to the Company the sum of Five Pounds currency, for every such offence; and it shall be lawful for the Company to refuse to take any package or parcel that they may suspect to contain goods of a dangerous nature, or require the same to be opened to ascertain the fact.

Forging Debentures, &c., deemed felony.

Ninthly. The offence of forging any Debentures or a *Coupon* of any Debenture issued under the authority of this Act or of the special Act, or of uttering any such Debenture or *Coupon*, knowing the same to be forged, or of being accessory before or after the fact to any such offence, shall be deemed felony, and be punished accordingly.

Company bound to make and repair fences, roads, &c., in L. C., &c.

Tenthly. The Company shall make and keep in repair all fences, roads and water courses, and be subject to all municipal regulations and provisions in respect thereof in or for lands belonging to or held by the Company, and subject to any such regulations, or to any charges, public, municipal, or local, as the case may be, in any County, Parish or Township in Lower Canada, through which the Railway shall pass; and the said Company may, in default or contravention thereof, be prosecuted therefor by the Officers of the Municipality, before the Commissioners' Court or Circuit Court within the jurisdiction of which such fence, road or water course shall be, and the service of the

Summons upon any Clerk or Officer in charge of the section of the Railway within the said jurisdiction, or at the nearest depot of the Railway, shall be good service upon the Company.

Eleventhly. Every Special Railway Act shall be a Public Act.

Special Act to be a Public Act.

Twelfthly. The Legislature may, at any time, annul or dissolve any Corporation formed under this Act; but such dissolution shall not take away or impair any remedy given against any such Corporation, its Shareholders, Officers or Servants, for any liability which shall have been previously incurred.

Legislature may dissolve Corporations formed under this Act.

Thirteenthly. Nothing herein contained shall affect or be construed to affect, in any manner or way whatsoever, the rights of Her Majesty, Her Heirs and Successors, or of any person or persons, or of any bodies politic corporate or collegiate, such only excepted as are herein mentioned.

Saving of Her Majesty's Rights.

Fourteenthly. No amendment or alteration in this Act shall be held to be an infringement of the rights of any Company authorized to construct a Railway by any Act of this or any future Session with which this Act is or shall be incorporated.

Interpretation.



ANNO SEXTO-DECIMO
VICTORIÆ REGINÆ.

CAP. II.

An Act to repeal the fifth and sixth Sections of
The Railway Clauses Consolidation Act.

[Assented to 7th October, 1852.]

Preamble.

WHEREAS it is expedient to repeal the fifth and sixth Sections or Clauses of a certain Act passed in the Session of the Provincial Parliament held in the fourteenth and fifteenth years of Her Majesty's reign, chapter fifty-one, and intituled, *An Act to consolidate and regulate the general clauses relating to Railways*: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same, That the said fifth and sixth Sections or Clauses of the said Act shall be and are hereby repealed.

Secs. 5 and 6 of
14 & 15 Vict. c.
51, repealed.

II. And be it enacted, That no Bill for a Special Act for the allowance or establishment of a Railway, received by or introduced into the Legislature at its present Session, shall be rejected by reason or on account of any thing in the said Clauses of the said Act or either of them contained, but all such Bills shall be considered and dealt with to all intents and purposes as if the enactments in the said Clauses contained had never been made.

Bills of this Session for Special Railway Acts to be dealt with as if said sections had never been enacted.

CAP. CLXIX.

An Act in addition to the General Railway Clauses Consolidation Act.

[Assented to 14th June, 1853.]

WHEREAS it is necessary to make provisions for the protection of persons and property passing over Railways from criminal attempts to injure the same and for other purposes connected with Railways in this Province, and to amend the General Railway Clauses Consolidation Act: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same, That if any person shall wilfully and maliciously displace or remove any Railway switch or rail of any Railroad, or break down, rip up, injure or destroy any Railroad track or Railroad bridge or fence of any Railroad, or any portion thereof, or place any obstruction whatsoever on any such rail or Railroad track, or bridge, with intent thereby to injure any person or property passing over or along such Railroad, or to endanger human life, every such person so offending shall be guilty of misdemeanor, and shall be punished by imprisonment with hard labour in the Common Gaol of the Territorial Division in which such offence shall be committed or tried, for any period not exceeding one year from conviction thereof; and if in consequence of such act done with the intent aforesaid,

Preamble

Punishment of Persons doing any thing to Railway with intent to injure persons or property.

And if such damage be actually done.

any person so passing over and along such Railroad, shall actually suffer any bodily harm, or any property passing over and along such Railroad shall be injured, such suffering or injury shall be an aggravation of the offence, and shall render such offence a felony, and shall subject the said offender to such punishment by imprisonment in the Provincial Penitentiary for not less than one year nor more than two years, as the circumstances of the case may, in the opinion of the Court before which he shall be convicted, appear to be proportionate to the offence and the mischief occasioned by it.

And if any person be killed or his life be lost, the offence to be manslaughter and punishable as such.

II. And be it enacted, That if any person shall wilfully and maliciously displace or remove any Railway switch or rail of any Railroad, or shall break down, rip up, injure or destroy any Railroad track or Railroad bridge or fence of any Railroad or any portion thereof, or place any obstruction whatever on any such rail or Railroad track or bridge, or shall do or cause to be done any act whatever whereby any engine, machine or structure, or any matter or thing appertaining thereto shall be stopped, obstructed, impaired, weakened, injured or destroyed, with intent thereby to injure any person or property passing over or along such Railroad, and if in consequence thereof any person be killed or his life be lost, such person so offending shall be deemed guilty of manslaughter, and being found guilty, shall be punished by imprisonment in the Provincial Penitentiary for any period not more than ten nor less than four years.

Committing any injury, stoppage, &c., to be a misdemeanor.

III. And be it enacted, That if any person shall wilfully and maliciously do or cause to be done, any act whatever whereby any building, fence, construction or work of any such Railroad, or any engine, machine or structure of any such Railroad, or any matter or thing appertaining to the same shall be stopped, obstructed, impaired, weakened, injured or destroyed, such person so offending shall be guilty of a misdemeanor, and punished by imprisonment with hard labour not exceeding one year in the Common Gaol of the Territorial Division in which such offence shall have been committed or tried.

The time allowed for deposit of plans, &c., extended, with power to Commissioner of Public Works to grant a further extension thereof.

IV. And be it enacted, That notwithstanding any thing in the said General Act, or in any Act or Special Act heretofore passed or that hereafter may be passed, incorporating any Railway Company, wherein provision is made for the deposit of surveys, maps and books of reference, in the offices of the Clerks of the Peace and the Secretary of the Province, or in any other place, and wherein a time is specified in any such Act for such deposit, and where such time has elapsed or the Company may have omitted to make such

deposit, such Company may extend the period for depositing such surveys, maps and books, absolutely for one year from the passing of this Act, and all surveys, maps and books deposited within the said year after the passing of this Act shall be taken to be as valid and effectual to all intents and purposes as if the same had been duly deposited within the time mentioned in any such Act of Incorporation as aforesaid, and any such omission within such extension shall not be taken to work any forfeiture of the Charter of any such Company.

V. And be it declared and enacted, That notwithstanding any thing in the said General Railway Clauses Consolidation Act contained, it has not been, nor is, nor shall be lawful for the Mayor, Reeve or other Chief Officer, or other person representing any Municipality having or taking Stock in any Railway Company incorporated or to be incorporated in this Province, by any Act of this Session, either directly or indirectly to vote on the election or appointment of the private Directors of such Company unless the Special Act of Incorporation of such Company shall expressly provide therefor in the said Special Act.

Heads of Municipalities not to vote at election of private Directors; unless, &c.

VI. And be it enacted, That in all cases where Railroads pass any Draw or Swing Bridge over any navigable River, Canal or Stream which is subject to be opened for the purposes of navigation, the Trains shall in all and every case be stopped at least three minutes, to ascertain from the Bridge Tender that the said Bridge is closed and in perfect order for passing, and in default of so stopping during the full period of three minutes, the said Railroad Company shall be subject to a fine or penalty of One Hundred Pounds.

As to Trains passing Draw-bridges.

VII. And be it enacted, That it shall be the duty of every Railway Company, whether any of the clauses or provisions of the said Act be or be not incorporated with the Act incorporating such Company, to cause all cleared land or ground adjoining their Railway and belonging to such Company, to be sown or laid down with grass or turf, and to cause the same so far as may be in their power to be covered with grass or turf, if not already so covered, and to cause all thistles and other noxious weeds growing on such land or ground, to be cut down and kept constantly cut down or to be rooted out of the same; and if any Railway Company shall fail to comply with the requirements of this Section within twenty days after they shall have been required to comply with the same, by notice from the Mayor, Reeve or Chief Officer of the Municipality of the Township or County in which such land or ground shall lie, such Company shall

Ground adjoining any Railway and belonging to the Company to be laid down with grass and cleared of weeds, &c.

thereby incur a penalty of Ten Shillings to the use of such Municipality for each day during which they shall neglect to do any thing which they are lawfully required to do by such notice, and it shall be lawful for the said Mayor, Reeve or Officer, to cause all things to be done which the said Company were lawfully required to do by such notice, and for that purpose to enter by himself and his assistants or workmen upon such lands or grounds, and such Municipality may recover the expenses and charges incurred in so doing, and the said penalty with costs of suit, in any Court having jurisdiction in civil cases to the amount sought to be recovered.

Doubts under the said Act (14 & 15 V. c. 51) avoided, as to lands vested in Her Majesty.

VIII. And for avoiding doubts under the said Act, Be it declared and enacted, That it is not and shall not be lawful for any Railway Company to take possession of, use or occupy any lands vested in Her Majesty, without the consent of the Governor in Council; but that with the consent of the Governor in Council, it is and shall be lawful for any such Railway Company, to take and appropriate for the use of their Railway and works, but not to alienate, so much of the wild lands of the Crown not heretofore granted or sold, lying on the route of the said Railway, as may be necessary for their Railway, as also so much of the land covered with the waters of any Lake, River, Stream or Canal, or of their respective beds, as may be found necessary for making and completing and using their said Railway and Works; Provided always, That it shall not be lawful for any such Company to cause any obstruction in or impede the free Navigation of any River, Stream or Canal to or across or along which their Railway may be carried, and if such Railway shall be carried across any navigable River or Canal, the Company shall leave openings between the abutments or piers of their Bridge or Viaduct over the same, and shall make the same of such clear height above the surface of the water, or shall construct such Draw Bridge or Swing Bridge over the Channel of the River, or over the whole width of the Canal, and shall be subject to such regulations as to the opening of such Swing Bridge or Draw Bridge as the Governor in Council shall from time to time make, nor is it, nor shall it be lawful for any such Company to construct any Wharf, Bridge, Pier or other work upon or over any navigable River, Lake or Canal, or upon the beach or bed or lands covered with the waters thereof, until they shall have first submitted the plan and proposed site of such work to the Governor in Council, and the same shall have been by him approved; nor shall any deviation from such approved site and plan be made without his consent: Provided

Proviso: conditions on which the Company may carry their Railway across any Canal, Rivers, or navigable water.

Proviso.

always that nothing contained in this section shall be construed to limit or affect any power expressly given to any Railway Company by its special Act of Incorporation or any special Act amending the same: And further provided that nothing herein contained shall apply to the twenty-second and twenty-third paragraphs of the eleventh Section of the Railway Clauses Consolidation Act. Proviso.

IX. And be it enacted, That any Incorporated Railway Company shall be authorized to construct a branch or branches not exceeding six miles in length from any terminus or station of the Railway of such Company, whenever a By-law sanctioning the same shall have been passed by the Municipal Council of the Municipality within the limits of which such proposed branch shall be situate, and any such branch shall not as to the quality and construction of the road be subject to any of the restrictions which may be contained in the Act of Incorporation of such Company or in the Railway Clauses Consolidation Act, nor shall any thing in either of the said Acts authorize any Company to take for such branch any lands belonging to any party without the consent of such party first obtained. Any Railway Company may construct Branch Railways, on certain conditions.

X. And be it enacted, That the provisions of this Act shall from the passing thereof apply to every Railway made or to be made in this Province. Act to apply to all Railways.

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ANNO SEXTO-DECIMO

VICTORIÆ REGINÆ.

CAP. XXXVII.

An Act to incorporate the Grand Trunk
Railway of Canada.

[Assented to 10th November, 1852.]

Preamble.

WHEREAS the construction of a Railway from the City of Toronto to the City of Kingston, and thence to the City of Montreal, would greatly tend to promote the welfare of this Province; And whereas the persons hereinafter mentioned are desirous of associating themselves together as a Company for the purpose of constructing such Railway, and that they and their successors and assigns, shareholders in such Railway, may be incorporated and invested with such powers as may enable them effectually to carry out their undertaking, and it is expedient to accede to their request: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same, That the Honorable Peter McGill, of the City of Montreal, the Honorable George Pemberton, of the City of Quebec, Thomas G. Ridout and John George Bowes, of the City of Toronto, Esquires, William Price, of the City of Quebec, Esquire, John Shuter Smith, of the Town of Port Hope, Esquire, Henry Le Mesurier, of the City of Quebec, Esquire, Andrew

Certain persons
incorporated.

Jeffery, of the Town of Cobourg, Esquire, James Bell Forsyth, of the City of Quebec, Esquire, William Hamilton Ponton, of the Town of Belleville, Esquire, William Rhodes, of the City of Quebec, Esquire, David Roblin, of the City of Kingston, Esquire, William Matthic, of the Town of Brockville, Esquire, George Beswick, of the City of Quebec, Esquire, Chauncey H. Peck, of the Town of Prescott, Esquire, Thomas Ryan, of the City of Montreal, Esquire, John Counter, of the City of Kingston, Esquire, Roderick McDonald, of the Town of Cornwall, Esquire, George Etienne Cartier, of the City of Montreal, Esquire, Henry Chapman, of the City of Montreal, Esquire, Alexander Tilloch Galt, of the Town of Sherbrooke, Esquire, Luther Hamilton Holton, and David Lewis McPherson, of the City of Montreal, Esquires, and Henry Mather Jackson, of the City of London, Esquire, together with such person or persons as shall, under the provisions of this Act, become proprietors of any share or shares in the Railway hereby authorized to be made, and their several and respective heirs, executors, administrators, curators and assigns, being proprietors of any share or shares in the said Railway, are, and shall be a Company, according to the rules, orders and directions hereinafter expressed, and shall for that purpose be one Body Politic and Corporate, by the style and title of *The Grand Trunk Railway Company of Canada*; and the said Company shall be and are hereby authorized and empowered, from and after the passing of this Act, by themselves, their deputies, agents, officers, workmen and servants, to make and complete a Railway to be called *The Grand Trunk Railway of Canada*, from the City of Toronto through the Towns of Port Hope, Cobourg and Belleville, to the City of Kingston, thence by the route they may find most practicable, through the Towns of Brockville and Prescott, to a point in the Eastern boundary line of the Township of Osnabrock, thence, in as nearly a direct line as may be practicable, to St. Raphael's, and thence to the River Ottawa, and across the said River to a point between the Lake of the Two-Mountains and the Village of St. Anne's, and thence to the City of Montreal by such line as the said Company may deem most advantageous; but the different sections of the said road may be made at the same time or in such order as the Company may think proper; Provided always, that if the Governor shall, after actual survey, ascertain that the interest of the Province would be promoted by the adoption of any other route between Kingston and Montreal, the said Company shall construct the said Railway on the line selected by the Governor after such survey.

Corporate name

Railway described.

Provided.

Certain clauses
of 14 & 15 V. c.
51, incorporated
with this Act.

II. And be it enacted, That the several clauses of *The Railway Clauses Consolidation Act*, with respect to the first, second, third and fourth clauses thereof, and also the several clauses of the said Act with respect to "Interpretation," "Incorporation," "Powers," "Plans and Surveys," "Lands and their valuation," "Highways and Bridges," "Fences," "Tolls," "General Meetings," "Directors—their Election and Duties," "Shares and their transfer," "Municipalities," "Shareholders," "Actions for indemnity, and fines and penalties and their prosecution," "Working of the Railway," and "General Provisions," shall be incorporated in this Act, with the following modification of the ninth provision in the clause of the said Act, with respect to "Plans and Surveys," that is to say: that lands to the extent of twenty acres may be taken for stations, depôts or fixtures in any city or town containing more than five thousand inhabitants, without the consent of the proprietor thereof; and with the exception of the sixth provision in the clause of the said Act, with respect to "General Provisions," in lieu of which it is hereby enacted, that in the event of the Railway hereby authorized to be made, not being commenced within one year from the date of the passing of this Act, or not being completed before the first day of January, One thousand eight hundred and fifty-seven, it shall be lawful for the Governor in Council, by Proclamation, to revoke the Charter contained in this Act, and the same shall thereupon become and be null and void and of no effect whatever, in so far as regards so much of the Railway hereby authorized to be made, as shall not at the date of the said Proclamation be completed and open for public use: and with the further exception of any enactments in the said clauses which may be inconsistent with the express provisions and enactments of this Act, in like matters: And the expression "this Act" when used herein shall be understood to include all the clauses of *The Railway Clauses Consolidation Act*, which are incorporated with this Act.

Certain of the
said clauses
modified.

III. And be it enacted, That the Gauge of the said Railway shall be five feet six inches; and the fare or charge for each First class Passenger by any train on the said Railway, shall not exceed two pence currency for each mile travelled, the fare or charge for each Second class Passenger by any train on the said Railway, shall not exceed one penny and one half penny currency for each mile travelled, and the fare or charge for each Third Class Passenger by any train on the said Railway, shall not exceed one penny currency for each mile travelled; and that at least one train having in it Third Class Carriages shall run every day throughout the length of the Line.

Gauge

Passenger fares
limited.

IV. And be it enacted, That it shall be lawful for the said Company to raise and contribute among themselves, in such proportions as to them shall seem meet and convenient, a competent sum of money for the making and completing of the said Railway, and all such other works, matters and conveniences as may be found necessary for making, effecting, preserving, improving, completing, maintaining and using the said Railway and other works, provided such sum do not exceed the sum of Three Million Pounds sterling; and the sum so raised shall be the Capital Stock of the said Company, which shall be divided into shares of Twenty-five pounds sterling each; and each of the persons hereinbefore mentioned, shall be entitled to an equal number of shares in the amount of stock above mentioned if he shall choose to take the same, and if he shall not choose to take the same, then the shares to which he is entitled but shall not choose to take, shall be equally divided among the others if they choose to take them, and so on till each shall have taken the number of shares to which he may be entitled and shall choose to take, and which he shall before the first day of December, one thousand eight hundred and fifty-two, declare to the Directors hereinafter mentioned, his intention to take: and the said directors shall issue to each of the persons aforesaid respectively, certificates under the Common Seal of the Company, of the number of shares to which he is entitled and shall have taken, and he shall then be the legal owner of such shares, and invested with all the rights and subject to all the liabilities of a Shareholder in respect of such shares; and if there be any surplus of shares after each of the said persons shall have received his certificate for those to which he is entitled and shall have taken, the said Directors or their successors in office, shall, on or after the day last aforesaid, dispose of and assign the same to such persons, at such times, and in such manner as they shall think most for the advantage of the Company, and shall deliver certificates as aforesaid to the persons to whom they shall be assigned, who shall thereupon become the legal owners of such shares, and invested with all the rights and subject to all the liabilities of a shareholder in respect of such shares; and each person to whom any share or shares shall be assigned, shall, on receiving the certificate, therefor, sign an acknowledgment of his having taken such share or shares, which acknowledgment shall be kept by the Directors and shall be evidence of such acceptance, and that the person signing it has taken upon himself the liability aforesaid: and if any share or shares be disposed of by the Directors at a premium, such pre-

Capital may be raised.

Amount limited.

Allotment of Shares.

Certificate of Shares.

Surplus of Shares how to be allotted.

Acknowledgment of acceptance of Shares.

As to Shares sold at a premium.

Increase of
Capital.

mium shall go to the Company as part of the profits ; And whenever the said Company shall determine to raise any further amount of Capital, not exceeding together with the amount previously raised, the said sum of Three Millions Sterling, the same may be raised either by the then Shareholders of the Company among themselves or by the admission of new Shareholders, and in such manner as shall be determined by By-laws to be passed for the purpose ; and to the holders of any such additional stock, Certificates shall be issued in the manner aforesaid by the Directors for the time being, and acknowledgments shall be signed by the persons taking such stock, and such certificates and acknowledgments shall have the like effect in law as those hereinbefore mentioned ; and the word " person " in this Section shall include and apply to any body corporate or politic, whether municipal or otherwise, or other party who may lawfully hold shares in the stock of the said Company.

Directors.

V. And be it enacted, That the number of Directors of the said Company shall be eighteen, of whom nine shall (after the Directors hereinafter named shall go out of office) be elected by the shareholders in the said Company, who shall have respectively paid up all calls upon the shares held by them in the Stock of the said Company, and nine shall be appointed by the Governor of this Province in consideration of the guarantee of the Province to be extended to the said Company, and to represent the interest of this Province in the undertaking, and such directors shall hold office during the pleasure of the Governor : Provided always, that the said Peter McGill, George Pemberton, Henry Le Mesurier, James Bell Forsyth, William Rhodes, Henry Mather Jackson, Thomas G. Ridout, William Hamilton Ponton and William Matthie, shall be and are hereby constituted Directors of the said Company, and shall hold their office until others shall under the provisions of this Act be elected by the Shareholders, and shall until that time constitute, with the nine Directors to be appointed by the Governor, the Board of Directors of the said Company, and shall with them have and exercise all the powers vested in such Board.

First Directors
appointed.

Application of
Capital.

VI. And be it enacted, That the Capital Stock of the said Company is hereby directed and appointed to be laid out and applied, in the first place, for and towards the payment, discharge and satisfaction of all fees and disbursements for obtaining and passing this Act, and for making the surveys, plans and estimates incident thereto ; and all the rest, residue and remainder of such money, for and towards making, completing and maintaining the said Railway and other the

purposes of this Act, and to no other use, intent or purpose whatsoever.

VII. And be it enacted, That the shares in the Capital Stock of the said Company shall be deemed personal estate, and shall be transferable as such, and shall be and are hereby vested in the said original Shareholders and their several and respective heirs, executors, curators, administrators and assigns, to their and every of their proper use and behoof, proportionally to the sum they and each of them shall severally pay thereupon; and all and every the bodies politic, corporate or collegiate or communities, and all and every person or persons, their several and respective heirs, successors, executors, curators, administrators and assigns, who being such Shareholders shall pay the sum of twenty-five pounds, sterling, or such sum or sums as shall be demanded in lieu thereof, towards carrying on and completing the said intended Railway, shall be entitled to and receive, after the said Railway shall be completed, the entire and net distribution of the profits and advantages that shall and may arise and accrue by virtue of the sum and sums of money to be raised, recovered or received by the authority of this Act, in proportion to the number of shares so held, and every body politic, corporate or collegiate or community, person or persons, having such property of one part or share in the said undertaking, and so in proportion as aforesaid, shall bear and pay an adequate and proportional sum of money towards carrying on the said undertaking in the manner by this Act directed and appointed.

Shares to be personalty, &c.

Share of each Stockholder in the profits.

VIII. And be it enacted, That the number of votes to which each Shareholder in the said undertaking shall be entitled on every occasion when, in conformity to the provisions of this Act, the votes of the Shareholders of the said Company are to be given, shall be similar to the number of shares held by him or her not exceeding one hundred, and that absent Shareholders may vote by proxy.

Proportion of votes to shares.

IX. And be it enacted, That the first General Meeting of the Shareholders under this Act may be held at such time and at such place in this Province as the Directors may appoint, after not less than fifteen thousand shares in the Stock of the said Company shall have been taken and certificates issued and acknowledgments received by the Directors therefor, provided that public notice thereof be given during one month in the *Canada Gazette*, and in at least one other paper published in each of the Cities of Toronto, Kingston, Montreal and Quebec, respectively; and at such first General Meeting the Shareholders assembled who have paid up all calls on the Stock held by them respectively, together

First General Meeting.

with such proxies as shall be present, shall elect nine persons, being each a Shareholder of twenty-five or more shares in the said undertaking, who, with the Directors appointed by the Governor, shall be the Directors of the said Company; and the nine persons so elected shall remain in office until the then next Annual General Meeting of the Shareholders, and until others shall be elected in their stead, subject always to the provisions of this Act as to the vacation of the office of Director, and the mode of filling any vacancy.

Annual General Meetings.

X. And be it enacted, That in the month of September in each year, or on such other day in each year as may be appointed for the purpose by the by-laws of the Company, an Annual Meeting of the Shareholders of the said Company shall be held for the Election of Directors in the room of those whose office may at that time become or be vacant, and generally for the transaction of the business of the Company; and if at any time it shall appear to any five or more of such Shareholders, holding together or representing as proxies two thousand shares at least, on which all calls shall have been paid up, that for more effectually putting this Act in execution, a Special Meeting of Shareholders is necessary to be held, it shall be lawful for such five or more of them to cause forty days' notice at least to be given thereof in the *Canada Gazette*, and in any other paper in each of the Cities of Toronto, Kingston, Montreal and Quebec, or in such manner as shall be provided by the by-laws of the Company, specifying in such notice the time and place and the reason and intention of such Special Meeting respectively; and the Shareholders are hereby authorized to meet pursuant to such notices, and proceed to the execution of the powers by this Act given to them, with respect to the matters specified in such notices only; and all such acts of the Shareholders, or the majority of them, at such Special Meetings assembled, such majority not having either as principal or proxies less than two thousand shares, shall be as valid to all intents and purposes as if the same were done at General Meetings: Provided always, that it shall and may be lawful for the said Shareholders at such Special Meetings, in case of the death, absence, resignation or removal of any person or persons elected by the Shareholders as a Director or Directors of the said Company, to elect another or others in the room or stead of those Directors who may die or be absent, resign or be removed as aforesaid; any thing in this Act to the contrary notwithstanding.

Special General Meetings.

Provided: as to filling vacancies among Directors.

Order of retirement of Directors.

XI. And be it enacted, That of the nine elective Directors

three shall retire from office at the Annual Meeting of the Shareholders next after their election, and three at the annual Meeting next following; and at every Annual Meeting thereafter, those three Directors shall retire who have been longest in office, and other Directors shall, at each Annual Meeting, be elected by the Shareholders in place of those so retiring, the order of retirement of the said first elected nine Directors being decided by lot; but the Directors then or at any subsequent time retiring shall be eligible for re-election: Provided always, that no such retirement shall have effect, unless the Shareholders, at such Annual General Meeting, proceed to fill up the vacancies thus occurring in the Direction.

XII. And be it enacted, That at any Meeting of the Directors of the said Company, Six Directors and not less, of whom not less than three shall be Government Directors, shall be a *quorum* for the transaction of business, and any majority of such *quorum* shall be competent to exercise all and any of the powers hereby vested in the said Directors of the said Company.

XIII. And be it enacted, That the Directors of the said Company may vote by proxy, such proxies being themselves Directors, and appointed in the following form or to the like effect: "I hereby appoint _____ of _____ Esquire, one of the Directors of the *Grand Trunk Railway Company of Canada*, to be my proxy as a Director of the said Company, and as such proxy to vote for me at all meetings of the Directors of the said Company, and generally to do all that I could myself do as such Director if personally present at any such meeting. A. B., *Signature.*" But no Director shall act as proxy for more than three other Directors.

XIV. And be it enacted, That the Stock Qualification of Shareholders to be elected Directors of the said Company, shall be twenty-five Shares, of twenty-five pounds sterling each, of the Capital Stock; but any person may be appointed a Director by the Governor whether he be so qualified or not, or whether he be or be not a Shareholder.

XV. And be it enacted, That the Directors of the said Company may appoint such and so many Agents in this Province, or in any other part of Her Majesty's dominions, as to them shall seem expedient, and may, by any By-law to be made for such purpose, empower and authorize any such Agent or Agents to do and perform any act or thing, or to exercise any powers which the Directors themselves or any of them may lawfully do, perform and exercise, except the power of making By-laws; and all things done by such

Agent or Agents by virtue of the powers in him vested by any such By-law, shall be as valid and effectual to all intents and purposes as if done by such Directors themselves, any thing in any part of this Act to the contrary notwithstanding.

Auditors to be appointed.

XVI. And be it enacted, That the Shareholders shall, at every such Annual General Meeting, appoint three Auditors to audit all accounts of money laid out and disbursed on account of the said undertaking by the Treasurer, Receiver and Receivers, and other officer and officers to be by the said Directors appointed, or by any other person or persons whatsoever, employed by or concerned for or under them, in and about the said undertaking.

Calls limited.

XVII. And be it enacted, That no call of money from the Shareholders shall exceed the sum of Five Pounds Sterling per Share of Twenty-five Pounds Sterling.

English rules of Evidence to apply in L. C.

XVIII. And be it enacted, That in all actions or suits at law by or against the Company, or to which the said Company may be a party, instituted in Lower Canada, recourse shall be had to the Rules of Evidence laid down by the Laws of England, as recognized by the Courts in Lower Canada in commercial cases, and no Shareholder shall be deemed an incompetent witness either for or against the Company, unless he be incompetent otherwise than as a Shareholder.

Proceedings when attachments or orders for *faits et articles* are served on the Company.

XIX. And be it enacted, That if any Writ of *Saisie-Arrêt* or Attachment shall be served upon the said Company, it shall be lawful for the President, or for the Secretary or the Treasurer thereof, in any such case, to appear in obedience to the said Writ, to make the Declaration by law required according to the exigency of each case, which said Declaration, or the Declaration of the President, shall be taken and received in all Courts of Justice in Lower Canada as the Declaration of the Company; and in causes in which Interrogatories *sur faits et articles* or the *serment décisoire* may be served upon or required of the Company, the Directors shall have the power, by a Vote or Resolution, entered among the Minutes of the Proceedings of any Meeting, to authorize the President, Secretary or Treasurer to appear and answer such Interrogatories, or take or refer such *serment décisoire*; and the answers on Oath of the President, Secretary or Treasurer, so authorized, shall be held and taken to be the answers on Oath of the Company to all intents and purposes as if the formalities by law required had been complied with; and the production of a copy of any such Resolution, certified by the Secretary, with the said answers, shall be sufficient evidence of such authorization.

Company may take lands

XX. And be it enacted, That it shall be lawful for the said

Company with the consent of the Governor in Council, to take and appropriate for the use of their said Railway, but not to alienate, so much of the land covered with the waters of any Lake, River, Stream or Canal, or of their respective beds, as may be found necessary for the making and completing or more conveniently using the same, and thereon to erect such wharves, quays, inclined planes, cranes and other works as to the said Company shall seem meet: Provided always, that it shall not be lawful for the said Company to cause any obstruction in or to impede the free navigation of any river, stream or canal, to or across or along which their Railway shall be carried; and if the said Railway shall be carried across any navigable river or canal, the said Company shall leave such openings between the piers of their bridge or viaduct over the same, and shall construct such draw-bridge or swing-bridge over the channel of the River, or over the Canal, and shall be subject to such Regulations with regard to the opening of such draw-bridge or swing-bridge for the passage of vessels and rafts, as the governor in Council shall direct and make from time to time; nor shall it be lawful for the said Company to construct any wharf, bridge, pier or other work upon the public beach or bed of any navigable river or stream, or upon the lands covered with the waters thereof, until they shall have submitted the plan of such work to the Governor in Council, and the same shall have been approved by him in Council as aforesaid.

covered with water, &c.

Proviso: Navigation not to be impeded.

Further provision.

XXI. Provided always, and be it enacted, That in constructing any Bridge or Bridges for connecting the Island of Montreal with the main land in the County of Vaudreuil, the said Company shall be authorized, if they see fit, so to construct such Bridge or Bridges, as to provide for the passage of all ordinary vehicles, animals and foot passengers over the same; and shall allow all such vehicles, animals and passengers to pass over the same, on payment of such tolls as shall be fixed by the By-laws of the Company, approved by the Governor in Council, and subject to the same provisions as other By-laws of the Company fixing the tolls to be taken by them.

Bridge at Vaudreuil.

XXII. And be it enacted, That by any Regulations to be made by the Governor in Council, touching any such draw-bridge or swing-bridge as aforesaid, penalties, not exceeding Ten Pounds in any case, may be imposed for the contravention thereof, and such penalties shall be recoverable from the said Company or from any of their Officers or Servants by whom the Regulations shall have been contravened; to be recovered and applied in manner provided as to other penalties by this Act.

Penalties may be imposed for certain purposes.

Company may
be party to Bills
of Exchange, &c.

XXIII. And be it enacted, That the said Company shall have power to become a party to Promissory Notes and Bills of Exchange for sums not less than Twenty-five Pounds Currency, and any such Promissory Note made or endorsed, and any such Bill of Exchange drawn, accepted or endorsed by the President or Vice President of the Company, and countersigned by the Secretary and Treasurer, or by any Agent or Agents thereunto authorized, and under the authority of a majority of a *quorum* of the Directors shall be binding upon the Company; and in no case shall it be necessary to have the Seal of the Company affixed to any such Promissory Note or Bill of Exchange, nor shall the President, Vice-President, Secretary, or Treasurer of the Company so making, drawing, accepting or endorsing any such Promissory Note or Bill of Exchange, be thereby subjected individually to any liability whatever: Provided always, that nothing in this section shall be construed to authorize the said Company to issue any Note payable to the bearer thereof, or any Promissory Note intended to be circulated as Money or as the Notes of the Bank.

Proviso.

Communities
may lend money
to Company.

XXIV. And be it enacted, That if at any time any Municipal or other Corporation, Civil or Ecclesiastical, Body Politic, Corporate or Collegiate, or Community in this Province, shall be desirous of taking Shares of the Capital Stock of the said Company, or of otherwise promoting the speedy completion of the said Railway, by loans of money or securities for money at interest, or a *constitution de rente*, it shall be lawful for them respectively so to do in like manner and with the same rights and privileges in respect thereof as private individuals may do under or in virtue of this Act; any thing in any Ordinance or Act, or Instrument of Incorporation of any such body, or in any Law or usage to the contrary notwithstanding.

As to Lands
required from
Ecclesiastics of
St. Sulpice.

XXV. And be it enacted, That should the said Company require to purchase from the Ecclesiastics of the Seminary of St. Sulpice of Montreal, any land either on the Lachine Canal or on the River Saint Lawrence, or in any other place, for the purpose of the said Railway, it shall be lawful for the said Ecclesiastics to sell and convey the same to the said Company, without advertising and offering the said land for public sale, and without any other formality than is provided by this Act.

Her Majesty
may take the
Railway after a
certain time,
and on certain
conditions.

XXVI. And be it enacted, That it shall be lawful for the Governor in Council, at any time after the expiration of twenty-one years from and after the first day of January next after the passing of this Act, to purchase the said Railway, with all its Hereditaments, Stock and appurtenances, in the name and on behalf of her Majesty, upon giving to the

said Company three months' notice in writing of his intention, and upon payment of a sum equal to twenty years' purchase of the annual profits devisable upon the subscribed and paid up Capital Stock of the said Railway, estimated on the average of the seven then next preceding years: Proviso. Provided that the average rate of profits for the said seven years shall not be less than the rate of ten pounds in the hundred; and the Company, if they shall be of opinion that the said rate of twenty years' purchase of the said average profits is an inadequate rate of purchase of such Railway, reference being had to the prospective profits thereof, may require that it shall be left to arbitration, in case of difference, to determine what (if any) additional amount of purchase money shall be paid to the said Company; Proviso. Provided also, that such option of purchase shall not be exercised, except with the consent of the Company, while any Order in Council, reducing the tolls fixed and regulated by any By-law of the said Company shall be in force.

XXVII. And be it enacted, That from and after the commencement of the period of seven years next preceding the period at which the said option of purchase will become available, full and true accounts shall be kept by the Directors of the said Company, of all sums of money received and paid on account of the said Railway, and the said Company shall once in every half year, during the said period of seven years, cause a half yearly account in abstract to be prepared, shewing the total receipt and expenditure on account of the said Railway, for the half year ending on the thirtieth day of June and on the thirty-first day of December respectively, under distinct heads of receipt and expenditure, with a statement of the balance of such account, duly audited and certified, under the hands of two or more of the Directors of the said Company, and shall send a copy of such account to the Inspector General on or before the last days of August and February respectively; and it shall be lawful for the Governor in Council, if and when he shall think fit, to appoint any proper person or persons to inspect the accounts and books of the said Company during the said period of seven years; and it shall be lawful for any Person so authorized, at all reasonable times, upon producing his authority, to examine the Books, Accounts, Vouchers, and other Documents of the Company at the Principal Office or place of business of the Company, and to take Copies or Extracts therefrom.

XXVIII. Provided always, and be it enacted, That for and notwithstanding any thing to the contrary in the Act passed in the twelfth year of Her Majesty's Reign, and intituled, *An Act to provide for affording the Guarantee of* Amount of guarantee by the Province limited.

*the Province to the Bonds of Railway Companies on certain conditions, and for rendering assistance in the construction of the Halifax and Quebec Railway, or in the Act passed in the session held in the fourteenth and fifteenth years of Her Majesty's Reign, and intituled, An Act to make provision for the construction of a Main Trunk Line of Railway throughout the whole length of this Province, the Guarantee of the Province shall not be given to the Company incorporated by this Act, or in respect of the Railway hereby authorized to be constructed, to an amount exceeding the sum of Three Thousand Pounds sterling, for every mile in length of the said Railway: but provided the limits above mentioned be not exceeded, the said Guarantee may, notwithstanding any thing to the contrary in the said Acts, be given to the extent of Forty Thousand Pounds sterling, so soon as it shall be ascertained by the Report of any Engineer or Engineers to be appointed for that purpose by the Governor of this Province, that One Hundred Thousand Pounds sterling has been actually, and with due regard to economy, expended on the said Railway by the said Company, in work or materials delivered on the ground, or both conjointly; and whenever it shall be ascertained in like manner that another sum of One Hundred Thousand Pounds sterling has been so expended as aforesaid, then the Guarantee of the Province may be given for another sum of Forty Thousand Pounds sterling, and so on *toties quoties* until such Guarantee shall have been given to the whole extent hereby before limited; Provided always, that such Guarantee shall, except in so far as otherwise provided by this Section, be subject to all the provisions of the Act first cited in this Section as amended by that secondly cited therein, and may, under the provisions of the twenty-second section of the Act last mentioned, be given by issuing and delivering to the said Company Provincial Debentures for the amount to be guaranteed, in exchange for the Bonds of the Company, to which Bonds all the provisions of the said Section and of the said Acts shall apply.*

Provisc.

Company may
renounce the
Guarantee.

XXIX. Provided always, and be it enacted, That the said Company may by any By-law to be passed for that purpose, and assented to and confirmed by a majority of votes of the Shareholders at a Special General Meeting thereof to be called for the purpose of considering such By-law, renounce the benefit of the Guarantee mentioned in the next preceding Section; and if such By-law be so passed, assented to and confirmed, and a copy thereof duly certified be delivered to the Provincial Secretary, then the said Guarantee shall not be thereafter given, and if at the time of the delivery of the copy of such By-law to the Provincial Secre-

tary, the said Guarantee shall not have been given to the said Company, the nine Directors appointed by the Governor shall go out of office, and no others shall be appointed in their stead; and if the said Guarantee has been given to the said Company before a copy of such By-law shall be delivered to the Provincial Secretary, then as soon thereafter as all the Bonds or Debentures of the said Company to which the said Guarantee has been given, and all Provincial Debentures delivered to the said Company in exchange for their Bonds, shall have been delivered up to the Receiver General to be cancelled, so that the Province shall be relieved from all responsibility or liability arising out of the said Guarantee, then the said nine Directors shall go out of office and no others shall be appointed in their stead; and when the said nine Directors shall so go out of office under this Section, the nine elective Directors, and their successors in office, shall thenceforth be the sole Directors of the Company, and have and exercise all the powers hereby conferred on the Directors thereof.

CAP. XXXVIII.

An Act to provide for the incorporation of a Company to construct a Railway from opposite Quebec to Trois-Pistoles, and for the extension of such Railway to the Eastern Frontier of this Province.

[Assented to 10th November, 1852.]

WHEREAS it is highly desirable that the Main Trunk Preamble. Line of Railway, for the construction of which from the Western Limits of the Province to a point opposite the City of Quebec, Companies have been incorporated by Acts of the Legislature of this Province, should be continued from such point as aforesaid to the Eastern Limits of the Province: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parlia-

ment of the United Kingdom of Great Britain and Ireland, and intituled, *In Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same, That whenever any number of persons not less than eighteen shall, by Petition to the Governor of this Province, represent that they have agreed together to form a Company for the purpose of constructing the Railway hereinafter mentioned, and that they have agreed among themselves to take Stock in the Capital of such Company to an amount not less than one hundred thousand pounds sterling, and that they have good reason to believe and do believe that with the benefit of the guarantee of this Province, and other advantages hereinafter mentioned, they will be able to raise the necessary funds and to complete the said Railroad, then it shall be lawful for the Governor to enquire into the matter, and if he shall be satisfied that the said persons are of good standing and repute, and that they *boni fide* intend to subscribe among them at least the sum aforesaid, and that there is good reason to believe that they will raise the necessary funds and complete the said Railway, and that it will be for the advantage of this Province that they should be incorporated for the purpose of making the same, then it shall be lawful for him to issue a Proclamation under the Great Seal of this Province, declaring such persons, together with such others as shall, under the provisions of this Act, become proprietors of any share or shares in the Railway by this Act authorized to be made, their several and respective heirs, executors, administrators, curators and assigns, being proprietors of any share or shares in the said Railway, to be a body politic and corporate for all the purposes of this Act, by the name of *The Grand Trunk Railway Company of Canada East*; and the said Proclamation shall have effect according to the tenor thereof, and the said Company shall from the date thereof be incorporated accordingly; and the said Company shall be and they are hereby authorized and empowered from and after the issuing of the said Proclamation, by themselves, their deputies, agents, officers, workmen and servants, to make and complete a Railway to be called *The Grand Trunk Railway of Canada East*, from some point on the Quebec and Richmond Railway, opposite or nearly opposite to the City of Quebec; on the south shore of the River St. Lawrence, to Trois-Pistoles, with such branches to any point or points on the said River as they may find necessary or convenient, and the said Railway and branches shall be made upon such line or lines as the said Company shall, after actual survey,

The Governor may by proclamation incorporate a Company on certain conditions.

Corporate name and powers. Line of Railway described.

determine upon with the consent of the Governor in Council: and the said Railway (but not the branches thereof) shall form part of the Main Trunk Line of Railway throughout the length of this Province, and the guarantee of the Province shall be extended to the said Company accordingly, subject to the provisions hereinafter made.

Railway to form part of the Main Trunk Line.

II. And be it enacted, That the several clauses of *The Railway Clauses Consolidation Act*, with respect to the first, second, third and fourth clauses thereof, and also the several clauses of the said Act with respect to "Interpretation," "Incorporation," "Powers," "Plans and Surveys," "Lands and their Valuation," "Highways and Bridges," "Fences," "Tolls," "General Meetings," "Directors—their Election and Duties," "Shares and their Transfer," "Municipalities," "Shareholders," "Actions for indemnity, and fines and penalties and their prosecution," "Working of the Railway," and "General Provisions," shall be incorporated in this Act, with the following modification of the ninth provision in the clause of the said Act, with respect to "Plans and Surveys," that is to say: that lands to the extent of twenty acres may be taken for stations, depôts or fixtures at such three places on the line of the said Road as the Company may think proper, without the consent of the proprietor thereof: and with the exception of the sixth provision in the clause of the said Act with respect to "General Provisions," in lieu of which it is hereby enacted, that in the event of the Railway hereby authorized to be made, not being commenced within two years from the date of the Proclamation incorporating the said Company, or not being completed within six years from the date of the said Proclamation, it shall be lawful for the Governor of this Province, by Proclamation, under the Great Seal thereof, to revoke the Charter contained in this Act, and the same shall thereupon become and be null and void and of no effect whatever, in so far as regards so much of the Railway hereby authorized to be made, as shall not at the date of the said Proclamation be completed and open for public use: and with the further exception of any enactments in the said clauses which may be inconsistent with the express provisions and enactments of this Act in like matters: And the expression "this Act," when used herein, shall be understood to include all the clauses of *The Railway Clauses Consolidation Act*, which are incorporated with this Act.

Certain clauses of 14 & 15 Vict., c. 51, incorporated with this Act.

Exception to provisions of the said clauses.

Further exception.

Expression "this Act," defined.

III. And be it enacted, That the Gauge of the said Railway shall be five feet six inches; and the fare or charge for each First Class Passenger by any train on the said Railway shall not exceed two pence currency for each mile

Gauge of Railway.

Maximum Fares for passengers.

travelled, the fare or charge for each Second Class Passenger by any train on the said Railway shall not exceed one penny and one half penny currency for each mile travelled, and the fare or charge for each Third Class Passenger by any train on the said Railway shall not exceed one penny currency for each mile travelled; and that at least one train, having in it Third Class Carriages, shall run every day throughout the length of the line then open.

IV. And be it enacted, That it shall be lawful for the said Company to raise and contribute among themselves, in such proportions as to them shall seem meet and convenient, a competent sum of money for the making and completing of the said Railway, and all such other works, matters and conveniences as may be found necessary for making, effecting, preserving, improving, completing, maintaining and using the said Railway and other works, provided such sum do not exceed the sum of One Million Pounds sterling; and the sum so raised shall be the Capital Stock of the said Company, which shall be divided into shares of twenty-five Pounds sterling each; and each of the persons mentioned in the Proclamation incorporating the said Company, shall be entitled to an equal number of shares in the amount of Stock above mentioned, if he shall choose to take the same, and if he shall not choose to take the same, then the shares to which he is entitled, but shall not choose to take, shall be equally divided among the others, if they choose to take them, and so on till each shall have taken the number of shares to which he may be entitled and shall choose to take, and which he shall within three months from the date of the said Proclamation, declare to the Directors hereinafter mentioned, his intention to take: and the said Directors shall issue to each of the persons aforesaid respectively, Certificates under the Common Seal of the Company, of the number of shares to which he is entitled and shall have taken, and he shall then be the legal owner of such shares, and invested with all the rights, and subject to all the liabilities of a Shareholder in respect of such shares; and if there be any surplus of shares after each of the said persons shall have received his Certificate for those to which he is entitled and shall have taken, the said Directors or their successors in office shall, on or after the day last aforesaid, dispose of and assign the same to such persons, at such times and in such manner as they shall think most for the advantage of the Company, and shall deliver Certificates as aforesaid to the persons to whom they shall be assigned, who shall thereupon become the legal owners of such shares and invested with all the rights and

Company may raise the necessary Capital.

Amount of Capital.

Value of each Share.

Allotment of Stock.

Certificate to be issued to Subscribers.

subject to all the liabilities of a Shareholder in respect of such shares; and each person to whom any share or shares shall be assigned, shall, on receiving the Certificate therefor, sign an acknowledgment of his having taken such share or shares, which acknowledgment shall be kept by the Directors and shall be evidence of such acceptance, and that the person signing it has taken upon himself the liability aforesaid; and if any share or shares be disposed of by the Directors at a premium, such premium shall go to the Company as part of their profits; and whenever the said Company shall determine to raise any further amount of capital, the same may be raised either by the then Shareholders of the Company among themselves, or by the admission of new Shareholders, and in such manner as shall be determined by By-laws to be passed for the purpose; and to the holders of any such additional Stock, Certificates shall be issued in the manner aforesaid by the Directors for the time being, and acknowledgment shall be signed by the persons taking such Stock; and such Certificates and acknowledgments shall have the like effect in law as those hereinbefore mentioned; and the word "person" in this Section shall include and apply to any Body Corporate or Politic, whether municipal or otherwise, or other party who may lawfully hold shares in the Stock of the said Company.

Acknowledgment by subscribers.

How any further amount of Capital may be raised.

Word "person" defined.

V. And be it enacted, That the number of Directors of the said Company shall be eighteen, of whom nine shall (except in the first instance as hereinafter provided) be elected by the Shareholders in the said Company, who shall have respectively paid up all calls upon the shares held by them, in the Stock of the said Company, and nine shall be appointed by the Governor of this Province, in consideration of the guarantee of the Province, to be extended to the said Company, and to represent the interest of this Province in the undertaking, and shall hold office during the pleasure of the Governor: Provided always, that the Governor may, by an Instrument under His Hand and Seal at Arms, to be issued at the same time with the Proclamation incorporating the said Company, or at any time thereafter, appoint nine of the persons so incorporated to be Directors of the said Company on behalf of the Stockholders, and the persons so appointed shall be and are hereby constituted Directors of the said Company, and shall hold their office until others shall, under the provisions of this Act, be elected by the Shareholders, and shall, until that time constitute, with the nine other Directors to be appointed by the Governor on the part of the Province, the Board of Directors, of the said Company, and shall, with them, have and exercise all the powers vested in such Board.

Number of Directors, and how elected and appointed.

Government Directors.

Proviso.

Appointment of first Directors by the Governor.

To what pur-
poses the Capital
shall be applied.

VI. And be it enacted, That the Capital Stock of the said Company shall be laid out and applied, in the first place, for and towards the payment, discharge and satisfaction of all fees and disbursements for obtaining and passing this Act, and for making the surveys, plans and estimates incident thereto; and all the rest, residue and remainder of such money, for and towards making, completing and maintaining the said Railway, and other the purposes of this Act, and to no other use, intent or purpose whatsoever.

Shares to be
personal prop-
erty; rights
and obligations
of shareholders.

VII. And be it enacted, That the Shares in the Capital Stock of the said Company shall be deemed personal estate, and shall be transferable as such, and shall be and are hereby vested in the said original Shareholders and their several and respective heirs, executors, curators, administrators and assigns, to their and every of their proper use and behoof, proportionally to the sum they and each of them shall severally pay thereupon; and all and every the bodies politic, corporate or collegiate or communities, and all and every person or persons, their several and respective heirs, successors, executors, curators, administrators and assigns, who being such Shareholders, shall pay the sum of Twenty-five pounds sterling, or such sum or sums as shall be demanded in lieu thereof, towards carrying on and completing the said intended Railway, shall be entitled to and receive, after the said Railway shall be completed, the entire and net distribution of the profits and advantages that shall and may arise and accrue by virtue of the sum and sums of money to be raised, recovered or received by the authority of this Act, in proportion to the number of shares so held; and every body politic, corporate or collegiate or community, person or persons, having such property of one part or share in the said undertaking, and so in proportion as aforesaid, shall bear and pay an adequate and proportional sum of money towards carrying on the said undertaking in the manner by this Act directed and appointed.

Number of votes
of shareholders.

VIII. And be it enacted, That the number of votes to which each Shareholder in the said undertaking shall be entitled on every occasion when, in conformity to the provisions of this Act, the votes of the Shareholders of the said Company are to be given, shall be equal to the number of shares held by him or her not exceeding one hundred, and that absent Shareholders may vote by proxy.

First General
Meeting.

IX. And be it enacted, That the first General Meeting of the Shareholders under this Act may be held at such time and at such place in this Province as the Directors may appoint, after not less than four thousand Shares in the Stock of the said Company shall have been taken, and certificates issued

and acknowledgments received by the Directors therefor, provided that public notice thereof be given during one month in the *Canada Gazette*, and in at least one other paper published in each of the Cities of Quebec, Montreal, Kingston and Toronto, respectively; and at such first General Meeting the Shareholders assembled, who have paid up all calls on the Stock held by them respectively, together with such proxies as shall be present, shall elect nine persons, being each a Shareholder of twenty-five or more shares in the said undertaking, who, with the Directors appointed by the Governor, shall be the Directors of the said Company, and the nine persons so elected shall remain in office until the then next Annual General Meeting of the Shareholders, and until others shall be elected in their stead, subject always to the provisions of this Act as to the vacation of the office of Director, and the mode of filling any vacancy.

Notice.

Election of nine Directors.

Term of office.

X. And be it enacted, That in the month of September in each year, or at such other time in each year as may be appointed for the purpose by the By-laws of the Company, an Annual Meeting of the Shareholders of the said Company shall be held for the Election of Directors in the room of those whose office may at that time become or be vacant, and generally for the transaction of the business of the Company; and if at any time it shall appear to any five or more of such Shareholders, holding together or representing as proxies one thousand shares at least on which all calls shall have been paid up, that for more effectually putting this Act in execution a Special Meeting of Shareholders is necessary to be held, it shall be lawful for such five or more of them to cause forty days' notice at least to be given thereof in the *Canada Gazette*, and in some other paper in each of the Cities of Quebec, Montreal, Kingston and Toronto, or in such manner as shall be provided by the By-laws of the Company, specifying in such notice the time and place, and the reason and intention of such Special Meeting respectively; and the Shareholders are hereby authorized to meet pursuant to such notice, and proceed to the execution of the powers by this Act given to them with respect to the matters specified in such notice only; and all such acts of the Shareholders, or the majority of them, at such Special Meetings assembled, such majority not having either as principal or proxies less than one thousand shares, shall be as valid to all intents and purposes as if the same were done at General Meetings: Provided always, that it shall and may be lawful for the said Shareholders at such Special Meetings, in case of the death, absence, resignation or removal of any person or persons elected by the Shareholders

Annual General Meetings.

Special General Meetings. how called.

Notice.

Proviso: as to filling vacancies among Directors.

as a Director or Directors of the said Company, to elect another or others in the room or stead of those Directors who may die or be absent, resign or be removed as aforesaid; any thing in this Act to the contrary notwithstanding.

Retirement from office of Elective Directors.

XI. And be it enacted, That of the nine elective Directors three shall retire from office at the Annual Meeting of the Shareholders next after their election, and three at the Annual Meeting next following, and at every Annual Meeting thereafter those three Directors shall retire who have been longest in office, and other Directors shall, at each Annual Meeting, be elected by the Shareholders in place of those so retiring, the order of retirement of the said first elected nine Directors being decided by lot; but the Directors then, or at any subsequent time retiring, shall be eligible for re-election: Provided always, that no such retirement shall have effect, unless the Shareholders, at such Annual General Meeting, proceed to fill up the vacancies thus occurring in the Direction.

Proviso.

Quorum of Directors.

XII. And be it enacted, That at any Meeting of the Directors of the said Company, six Directors, and not less, of whom not less than three shall be Government Directors, shall be a *quorum* for the transaction of business, and any majority of such *quorum* shall be competent to exercise all and any of the powers hereby vested in the said Directors of the said Company.

Directors may vote by proxy.

XIII. And be it enacted, That the Directors of the said Company may vote by proxy, such proxies being themselves Directors, and appointed in the following form, or to the like effect:—

Form of proxy.

“I hereby appoint _____ of _____, Esquire, one of the Directors of *The Grand Trunk Railway Company of Canada East*, to be my proxy as a Director of the said Company, and as such proxy to vote for me at all meetings of the Directors of the said Company, and generally to do all that I could myself do as such Director if personally present at any such meeting.

“A. B., *Signature.*”

Limitation.

But no Director shall act as proxy for more than three other Directors.

Qualification of Directors.

XIV. And be it enacted, That the Stock Qualification of Shareholders to be elected Directors of the said Company, shall be twenty-five shares of twenty-five pounds sterling each, of the Capital Stock; but any person may be appointed a Director by the Governor on behalf of the Province, whether he be qualified or not, or whether he be or be not a Shareholder.

Directors may

XV. And be it enacted, That the Directors of the said

Company may appoint such and so many agents in this Province, or in any other part of Her Majesty's dominions, as to them shall seem expedient, and may, by any By-law to be made for such purpose, empower and authorize any such agent or agents to do and perform any act or thing, or to exercise any powers which the Directors themselves or any of them may lawfully do, perform and exercise, except the power of making By-laws; and all things done by such agent or agents by virtue of the powers in him vested by any such By-law, shall be as valid and effectual to all intents and purposes as if done by such Directors themselves; any thing in any part of this Act to the contrary notwithstanding.

appoint Agents;
their powers.

XVI. And be it enacted, That the Shareholders shall, at every such Annual General Meeting as aforesaid, appoint three Auditors to audit all accounts of money laid out and disbursed on account of the said undertaking by the Treasurer, Receiver and Receivers, and other Officer and Officers to be by the said Directors appointed, or by any other person or persons whatsoever, employed by or concerned for or under them, in and about the said undertaking.

Three Auditors
to be appointed.

XVII. And be it enacted, That no call of money from the Shareholders shall exceed the sum of five pounds sterling per share of twenty-five pounds sterling.

Calls limited.

XVIII. And be it enacted, That in all actions or suits at law by or against the Company, or to which the said Company may be a party, instituted in Lower Canada, recourse shall be had to the Rules of Evidence laid down by the laws of England, as recognized by the Courts in Lower Canada in commercial cases, and no Shareholder shall be deemed an incompetent witness either for or against the Company, unless he be incompetent otherwise than as a Shareholder.

English Rules of
Evidence to
apply in Lower
Canada.

XIX. And be it enacted, That if any Writ of *Saisie-Arrêt* or Attachment shall be served upon the said Company, it shall be lawful for the President, or for the Secretary or the Treasurer thereof, in any such case, to appear in obedience to the said Writ, to make the Declaration by law required according to the exigency of each case, which said Declaration, or the Declaration of the President, shall be taken and received in all Courts of Justice in Lower Canada as the Declaration of the Company; and in causes in which Interrogatories *sur faits et articles* or the *serment décisoire* may be served upon or required of the Company, the Directors shall have the power, by a vote or resolution, entered among the minutes of the proceedings of any meeting, to authorize the President, Secretary or Treasurer to appear

Proceedings
when Attach-
ments or orders
for *faits et articles*
are served on
the Company.

and answer such Interrogatories, or take or refer such *serment décisoire*; and the answers on oath of the President, Secretary or Treasurer, so authorized, shall be held and taken to be the answers on oath of the Company to all intents and purposes, as if the formalities by law required had been complied with; and the production of a copy of any such resolution, certified by the Secretary, with the said answers, shall be sufficient evidence of such authorization.

Company may take lands covered with water, &c.

Proviso.

Navigation not to be impaired.

Further provision.

Company may be a party to Bills of Exchange, &c.

XX. And be it enacted, That it shall be lawful for the said Company, with the consent of the Governor in Council, to take and appropriate for the use of their said Railway, but not to alienate so much of the land covered with the waters of any lake, river, stream or canal, or of their respective beds, as may be found necessary for the making and completing or more conveniently using the same, and thereon to erect such wharves, quays, inclined planes, cranes and other works as to the said Company shall seem meet; Provided always, that it shall not be lawful for the said Company to cause any obstruction in or to impede the free navigation of any river, stream or canal, to or across or along which their Railway shall be carried: and if the said Railway shall be carried across any navigable river or canal, the said Company shall leave such openings between the piers of their bridge or viaduct over the same, and shall construct such draw-bridge or swing-bridge over the channel of the river, or over the canal, and shall be subject to such Regulations with regard to the opening of such draw-bridge or swing-bridge for the passage of vessels and rafts, as the Governor in Council shall direct and make from time to time; nor shall it be lawful for the said Company to construct any wharf, bridge, pier or other work upon the public beach or bed of any navigable river or stream, or upon the lands covered with the waters thereof, until they shall have submitted the plan of such work to the Governor in Council, and the same shall have been approved by him in Council as aforesaid.

XXI. And be it enacted, That the said Company shall have power to become a party to Promissory Notes and Bills of Exchange, for sums not less than twenty-five pounds currency, and any such Promissory Note, made or endorsed, and any such Bill of Exchange drawn, accepted or endorsed by the President or Vice President of the Company and countersigned by the Secretary and Treasurer, or by any agent or agents thereunto authorized, and under the authority of a majority of a *quorum* of the Directors, shall be binding upon the Company; and in no case shall it be

necessary to have the seal of the Company affixed to any such Promissory Note or Bill of Exchange, nor shall the President, Vice President, Secretary or Treasurer of the Company, so making, drawing, accepting or endorsing any such Promissory Note or Bill of Exchange, be thereby subjected individually to any liability whatever; Provided always, that nothing in this clause shall be construed to authorize the said Company to issue any Note payable to the bearer thereof, or any Promissory Note intended to be circulated as money, or as the Notes of a Bank. Proviso.

XXII. And be it enacted, That if at any time any Municipal or other Corporation, Civil or Ecclesiastical, Body Politic, Corporate or Collegiate, or Community in this Province, shall be desirous of taking shares of the Capital Stock of the said Company, or of otherwise promoting the speedy completion of the said Railway, by loans of money or securities for money, at interest or *à constitution de rente*, it shall be lawful for them respectively so to do, in like manner and with the same rights and privileges in respect thereof as private individuals may do under or in virtue of this Act; any thing in any Ordinance or Act, or Instrument of Incorporation of any such body, or in any law or usage, to the contrary notwithstanding. Communities may lend money to the Company.

XXIII. And be it enacted, That it shall be lawful for the Governor in Council, at any time after the expiration of twenty-one years from and after the day on which the Proclamation incorporating the said Company shall bear date, to purchase the said Railway with all its hereditaments, Stock and appurtenances, in the name and on behalf of Her Majesty, upon giving to the said Company three months' notice in writing of his intention, and upon payment of a sum equal to twenty years' purchase of the annual profits divisible upon the subscribed and paid up Capital Stock of the said Railway, estimated on the average of the seven then next preceding years: Provided that the average rate or profits for the said seven years shall not be less than the rate of ten pounds in the hundred, and it shall be lawful for the Company, if they shall be of opinion that the said rate of twenty years' purchase of the said average profits is an adequate rate of purchase of such Railway, reference being had to the prospective profits thereof, to require that it shall be left to arbitration, in case of difference, to determine what (if any) additional amount of purchase money shall be paid to the said Company: Her Majesty may take the Railway after a certain time on certain conditions. Proviso. Proviso. Provided also, that such option of purchase shall not be exercised except with the consent of the Company, while any Order in Council, reducing the tolls fixed and regulated by any By-law of the said Company, shall be in force.

Accounts to be kept by the Company.

XXIV. And be it enacted, That from and after the commencement of the period of seven years next preceding the period at which the said option of purchase will become available, full and true accounts shall be kept by the Directors of the said Company, of all sums of money received and paid on account of the said Railway, and the said Company shall once in every half year, during the said period of seven years, cause a half yearly account in abstract to be prepared, shewing the total receipt and expenditure on account of the said Railway, for the half year ending on the Thirtieth day of June and on the Thirty-first day of December respectively, under distinct heads of receipt and expenditure, with a statement of the balance of such account duly audited and certified, under the hands of two or more of the Directors of the said Company, and shall send a copy of such account to the Inspector General, on or before the last days of August and February respectively; and it shall be lawful for the Governor in Council, if, and when he shall think fit, to appoint any proper person or persons to inspect the accounts and books of the said Company during the said period of seven years; and it shall be lawful for any person so authorized, at all reasonable times, upon producing his authority, to examine the books, accounts, vouchers and other documents of the Company, at the principal office or place of business of the Company, and to take copies or extracts therefrom.

Amount of Provincial Guarantee limited. 12 Vict. cap. 29.

XXV. Provided always, and be it enacted, That for and notwithstanding anything to the contrary in the Act passed in the twelfth year of Her Majesty's reign, and intituled, *An Act to provide for affording the Guarantee of the Province to the Bonds of Railway Companies on certain conditions, and for rendering assistance in the construction of the Halifax and Quebec Railway*, or in the Act passed in the Session held in the fourteenth and fifteenth years of Her Majesty's reign, and intituled, *An Act to make provision for the construction of a Main Trunk Line of Railway throughout the whole length of this Province*, the guarantee of the Province shall not be given to the Company incorporated by this Act, or in respect of the Railway hereby authorized to be constructed, to an amount exceeding the sum of three thousand pounds sterling for every mile in length of the said Railway; but provided the limits above mentioned be not exceeded, the said guarantee may, notwithstanding any thing to the contrary in the said Acts, be given to the extent of forty thousand pounds sterling, so soon as it shall be ascertained by the Report of any Engineer or Engineers to be appointed for that purpose by the Governor of this Province, that one hundred thousand

11 & 15 Vict. cap. 73.

Guarantee may be given in a certain manner.

pounds sterling has been actually, and with due regard to economy, expended on the said Railway by the said Company, in work or materials delivered on the ground, or both conjointly; and whenever it shall be ascertained in like manner that another sum of one hundred thousand pounds sterling has been so expended as aforesaid, then the guarantee of the Province may be given for another sum of forty thousand pounds sterling, and so on *toties quoties* until such guarantee shall have been given to the whole extent hereby before limited: Provided always, that such guarantee shall, except in so far as otherwise provided by this Section, be subject to all the provisions of the Act first cited in this Section as amended by that secondly recited therein, and may, under the provisions of the twenty-second Section of the Act last mentioned, be given by issuing and delivering to the said Company Provincial Debentures for the amount to be guaranteed, in exchange for the Bonds of the Company, to which Bonds all the provisions of the said Section and of the said Acts shall apply.

Proviso:
s. 22 of 14 & 15
Vict. cap. 73,
cited.

XXVI. Provided always, and be it enacted, That the said Company may, by any By-law to be passed for that purpose, and assented to and confirmed by a majority of votes of the Shareholders at a Special General Meeting thereof to be called for the purpose of considering such By-law, renounce the benefit of the guarantee mentioned in the next preceding Section; and if such By-law be so passed, assented to and confirmed, and a copy thereof duly certified be delivered to the Provincial Secretary, then the said guarantee shall not be thereafter given, and if at the time of the delivery of the copy of such By-law to the Provincial Secretary, the said guarantee shall not have been given to the said Company, the nine Directors appointed by the Governor on behalf of the Province shall go out of office, and no other shall be appointed in their stead; and if the said guarantee has been given to the said Company before a copy of such By-law shall be delivered to the Provincial Secretary, then as soon thereafter as all the Bonds or Debentures of the said Company to which the said guarantee has been given, and all Provincial Debentures delivered to the said Company in exchange for their Bonds, shall have been delivered up to the Receiver-General to be cancelled, so that the Province shall be relieved from all responsibility or liability arising out of the said guarantee, then the said nine Directors shall go out of office, and no other shall be appointed in their stead; And when the said nine Directors shall so go out of office under this Section, the nine elective Directors, and their successors in office, shall thenceforth be the sole

Company may
renounce the
Guarantee.

Effect of such
renunciation.

Retirement of
Government
Directors.

Directors of the Company, and have and exercise all the powers hereby conferred on the Directors thereof.

Company may determine to continue their Railway to the Eastern limits of the Province; and the Governor may then empower them to do so.

XXVII. And be it enacted, That at any time not later than three years after the date of the Proclamation incorporating the said Company, it shall be lawful for the Shareholders of the said Company to hold a Special General Meeting to be called by the Directors for the purpose of considering whether it is or is not desirable that the Company should continue the said Railway from some point on the line hereinbefore mentioned to the Eastern Limits of the Province, and if three fourths of the votes of the Shareholders present at such Meeting duly qualified to vote at Elections of Directors, shall be given in favor of so continuing the said Railway, then the Directors shall within three months after such Special Meeting represent the fact to the Governor of this Province, by a Petition praying him to authorize the said Company to continue the same accordingly, and it shall then be lawful for the Governor by Proclamation under the Great Seal of the Province, to authorize the said Company to continue the said Railway as aforesaid, and after the issue of such Proclamation, the said Company shall have full power and authority to continue the said Railway accordingly, upon such line as they shall after actual survey deem most advantageous, provided such line be first approved by the Governor in Council: and all the enactments and provisions of this Act shall apply to the continuation of the said Railway under this section, as fully and effectually as to that portion thereof mentioned in the preceding sections of this Act, and as if such continuation had formed part of the line mentioned in the first section of this Act, except that the said Company shall have the right of taking lands to the extent of twenty acres for stations, depôts and fixtures, at one place only on the line of the said continuation; And provided always, that if the said continuation shall not be commenced within one year from the date of the Proclamation last aforesaid, then the right of the Company to make the same and all their rights under this section shall cease and determine, and if the said continuation shall not be completed within five years from the date of the said Proclamation, then it shall be lawful for the Governor in Council by Proclamation under the Great Seal of the Province, to revoke the rights given by the Proclamation first mentioned in this section, and the same shall thereupon cease and determine in so far as regards so much of the said continuation as shall not then be completed and open for public use.

This Act to apply to such continuation.

Proviso: Continuation to be begun and completed by a certain time.

Increase of Capital allowed.

XXVIII. And be it enacted, That so soon as a Proclama-

tion shall have issued under the next preceding section authorising the said Company to continue their Railway as therein mentioned, it shall be lawful for the said Company to increase their Capital Stock by an amount not exceeding one million pounds sterling, either by subscription among themselves or by the admission of new Shareholders, or both, and in such manner as shall be determined by any By-law or By-laws to be passed for the purpose.

XXIX. Provided always, and be it enacted, That the guarantee of the Province shall not extend to the continuation of the said Rail-road mentioned in the two next preceding sections, although such continuation will form part of the Main Trunk Line of Railway throughout the length of this Province, but instead thereof, it shall be lawful for the Governor to make a free grant to the said Company, so soon as the said continuation shall be completed, of a quantity of the ungranted lands of the Crown, lying within the Counties of Rimouski and Bonaventure, not exceeding one million of acres, and a proportionate quantity whenever any portion of the same shall be completed, and such land so granted shall be at the absolute disposal of the said Company, who shall have full power to manage and to sell and dispose of the same, on such terms and in such manner as they shall deem most for their advantage, and the proceeds thereof shall form part of the profits of the Company.

Guarantee not to be given for such continuation; but one million of acres of land may be granted to the Company.

XXX. And be it enacted, That if the Directors of the said Company shall at any time (as they are hereby empowered to do) renounce in the name of the Company the right to continue their Railway as aforesaid, or if the proposal to continue the same be not concurred in by three fourths of the Shareholders at the Meeting called to consider the same, or if such Meeting be not held within the period limited for that purpose by the twenty-seventh section of this Act, or if the continuation be not completed within the period limited for that purpose by the said twenty-seventh section of this Act, or if after part of such continuation has been completed, the powers of the Company as regards the remainder thereof be revoked in the manner provided by the said section, then in any of the said cases it shall be lawful for any number of persons not less than eighteen, and having agreed among themselves to subscribe not less than one tenth of the sum which shall be necessary for making such continuation or such part thereof as shall then remain to be made, to petition the Governor of this Province to be incorporated for the purpose of making such continuation, or such part thereof as shall then remain to be

If the Company renounce their right to make such continuation, or fail to use it within a certain time, another Company may be incorporated for the purpose.

Provisions of
this Act ex-
tended to such
Company.

Proviso.

made, and all the provisions of the first section of this Act, except so much thereof as describes the Line of Railway to be made by the Company incorporated under the same, and all the provisions of this Act, except such as are declared not to be applicable to the said continuation, or which fix the amount of Capital of the Company first mentioned, or which provide for the granting of the Guarantee of the Province to such Company, or which are plainly inapplicable to the said continuation, or to any Company to be incorporated solely for making the same, shall be and the said enactments and provisions are (with the exceptions aforesaid) extended to the Company to be incorporated under the provisions of this section for the purpose of making the said continuation or any part thereof, and shall apply to such Company as fully and effectually as to the Company first mentioned in this Act: Provided always, that the Capital of the Company to be incorporated under the provisions of this section, shall not exceed one million pounds sterling, if they are to make the whole of the said continuation, nor a sum bearing the same proportion to the said sum as the whole length of the said continuation shall bear to that of the portion thereof to be made by them, if they are only to make a part thereof, and the amount of such Capital shall be fixed by the Proclamation incorporating the Company; and the first General Meeting of the Stockholders shall be held whenever one fifth of the Capital Stock of the Company shall have been taken and certificates issued and acknowledgments received therefor; and the said Company shall be entitled to a proportionate part of the said Land hereinbefore mentioned; but if they make the whole of the said continuation, then they shall have the whole of the said Land: and the corporate name of the said Company shall be *The Grand Trunk Railway Extension Company*.

Legislature to
make further
provisions re-
quisite for giving
effect to this
Act.

XXXI. And be it declared and enacted, That the Legislature of this Province will make such further provisions as may be necessary to give full effect to this Act, according to its true intent and spirit.

Public Act.

XXXII. And be it enacted, That this Act shall be a Public Act.

CAP. XXXIX.

An Act to empower any Railway Company whose Railway forms part of the Main Trunk Line of Railway throughout this Province, to unite with any other such Company, or to purchase the property and rights of any such Company; and to repeal certain Acts therein mentioned incorporating Railway Companies.

[Assented to 10th November, 1852.]

WHEREAS it would be to the advantage of this Province, that the Main Trunk Railway throughout the whole length thereof should be under the management and control of one Company, or of as small a number of different Companies as may be practicable: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same, That it shall be lawful for any two or more of the Companies formed or to be hereafter formed for the purpose of constructing any Railway, which shall form part of the Main Trunk Line of Railway contemplated by the Legislature in passing the Act of the now last Session of the Provincial Parliament, intituled, *An Act to make provision for the construction of a Main Trunk Line of Railway throughout the whole length of this Province*, to unite together as one Company, or for any one of such Companies to purchase and acquire the property and rights of any one or more of such Companies: And the provisions of this Act shall apply to and include the St. Lawrence and Atlantic Railroad Company, and the whole of the Railway which that Company are empowered to construct, and shall also apply to and include any Company which may have been formed by the union of any two or more Companies under this Act.

Preamble.

Power to unite with or purchase the rights of another Company.

14 & 15 Vict., cap. 73.

Act to apply to certain Companies.

II. And be it enacted, That it shall be lawful for the Directors of two or more

Companies may agree on terms of such union or purchase.

Directors of any such Company as aforesaid, to agree with the Directors of any other such Company or Companies, that the Companies they respectively represent shall be united as one Company, or that one of such Companies shall purchase and acquire the property and rights, and take upon itself all the liabilities of the other or others; and by such agreement to fix the terms upon which such union or such purchase shall take place, the rights which the Shareholders of each Company shall possess after such union or purchase, the number of Directors of the Company after any such union and who shall be such Directors until the then next Election, the period at which such next Election shall be held, the number of votes which the Shareholders of either Company shall respectively have thereat, and the Corporate name of the Company after any such union, the time when the agreement shall take effect, the By-laws which shall apply to the united Company, and generally to make all such conditions and stipulations touching the terms upon which such union or purchase shall take place, as may be found necessary for determining the rights of the said Companies respectively and of the Shareholders thereof, after any such union or purchase, and the mode in which the business of the Company shall be managed and conducted after any such union.

Special general meeting to be called to ratify or disallow such agreement.

III. And be it enacted, That whenever any such agreement shall have been made as aforesaid, the Directors of each of the Companies which it is to affect, shall call a Special General Meeting of the Shareholders of the Company they represent, in the manner provided by law for calling such General Meetings, stating particularly that such Meeting is called for the purpose of considering the said Agreement, and of ratifying or disallowing the same; and if at such Meeting of the Shareholders of each of the Companies concerned, respectively, three fourths or more of the votes of the Shareholders attending the same, either in person or by proxy, be given for ratifying the said Agreement, then the same shall have full effect accordingly, as if all the terms and clauses thereof, not inconsistent with this Act, were enacted in an Act of the Legislature of this Province; and if less than three fourths of the votes of the Shareholders present at such Meeting, in person or by proxy, be given in favor of ratifying such Agreement, then the same shall be void and of no effect, and no other Meeting shall be called to consider any Agreement for a like purpose within six months thereafter; Provided always, that the First Meeting of the Shareholders of any Company for considering any such Agreement shall be held

Proviso.

within three months of the time when the same shall be made by the Directors thereof, and not afterwards.

IV. And be it enacted, That from and after the time when any such ratified Agreement for the union of two or more Companies shall take effect, the Companies intended to be united shall become one Company and one Corporation by the corporate name assigned to it in such Agreement, and shall be invested with and have all the rights and property and be responsible for all the liabilities of the respective Companies, parties to such Agreement, and shall be held to be the same Corporation with each of them, so that any right or claim which could be enforced by or against either of them, may, after such Union, be enforced by or against the Company formed by their Union, and any suit, action or proceeding pending at the time of such Union by or against either of such Companies, may be continued and completed by or against the Company formed by their Union, by the corporate name assigned to it by the Agreement: Provided always that the rights of the Province or of Her Majesty on behalf of this Province, under any Guarantee given to any such Company or otherwise, or of any person or party having any special hypothec or privileged claim upon the lands and buildings, tolls, revenues or other property, real or personal, of either of such Companies, or upon any part thereof, shall not be impaired by such Union, and the Company shall keep separate accounts with respect to each Railway, so as to ascertain the property or moneys upon which any such hypothec or privilege may attach.

Effect of ratification of an agreement for a union.

Proviso.

V. And be it enacted, That from and after the time when any such ratified Agreement for the purchase by one such Company as aforesaid, of the Railway, property and rights of another such Company shall take effect, such Railway, property and rights shall become vested in and shall be exercised by the Company purchasing the same, by the corporate name assigned to it in such Agreement, and such last mentioned Company shall be responsible for all the liabilities of the Company whose Railway, property and rights shall have been transferred to them, and shall be held to be the same Corporation with it, so that any right or claim which could be enforced by or against either Company, may, after such purchase, be enforced by or against the purchasing Company, and any suit, action or proceeding pending at the time such Agreement shall take effect, by or against either Company, may be continued and completed by or against the purchasing Company, by the name assigned to it in such Agreement: Provided always, that the rights

Effect of ratification of an agreement for purchase.

Proviso.

of the Province, or of Her Majesty on behalf of this Province, under any guarantee given to any such Company or otherwise, or of any person or party having any special hypothec or privileged claim upon the lands, buildings, tolls or other property or either of such Companies, or upon any part thereof, shall not be impaired by such purchase, and the Company shall keep separate accounts with respect to each Railway, so as to ascertain the property or moneys upon any such hypothec or privilege shall attach.

Company selling, to remain a corporation for certain purposes only.

VI. Provided always, and be it enacted, That the Company whose property and rights shall have been so purchased, shall continue to have a Corporate existence for the sole purpose of doing such things, and such things only as shall be necessary for the purpose of giving full effect to the ratified Agreement, and to the rights of its Shareholders or others under the same, and so long as there shall remain any thing to be done for that purpose, Directors may be elected for the said Company, and may exercise their powers for such purposes as aforesaid only.

Rights of the Company after such purchase or union in matters affecting third parties.

VII. And be it enacted, That the rights and obligations of the Company formed by any such Union, or having purchased the Railway property and rights of another Company, shall, as regards lands, fences, roads, bridges, tolls and other matters in which others than the Members and Officers of the Company are concerned, be governed by the provisions regulating such matters in the Act or Acts passed with reference to the Railway to which such right or obligations may relate, saving always the right of the Directors to modify any such tolls by By-laws to be passed in the manner and subject to the provisions of such Act or Acts, or to make, amend or repeal By-laws on any matter for which By-laws may be made, amended or repealed under such Act or Acts.

Capital of united Companies.

VIII. And be it enacted, That in the case of any such Union as aforesaid, the Capital of the Company formed thereby shall be equal to the combined Capitals of the Companies united, and they may raise by Loan or otherwise any sum not exceeding the total amount which such Companies might raise : And in the case of the purchase by one Company of the property and rights of another Company, the purchasing Company shall have full power to increase their Capital by such sum as may be required to pay the purchase money agreed upon, and may raise the sum required for the said purpose, either among themselves, or by the admission of New Subscribers, in such manner as shall be provided by By-laws to be passed for the purpose, or may raise such sum or any part thereof by loan, and may

Increase of capital of Company purchasing.

issue Debentures for the amount so borrowed in the manner and form provided with regard to other Debentures issued by such Company, by their Act of Incorporation, or any Act amending the same, except that such Debentures may be made to bear any rate of interest not exceeding seven per cent. per annum.

IX. And be it declared and enacted, That the Legislature of this Province will make any further legislative provision which may be required for the purpose of giving full effect to this Act and to any Agreement made under it, and ratified as aforesaid, according to the true intent and purport thereof, notwithstanding any merely technical or formal objection thereto.

Further provision may be made for giving effect to such agreement.

X. And whereas the several parties who have subscribed for Stock in *The Montreal and Kingston Railway Company*, and in *The Kingston and Toronto Railway Company*, and have incurred certain preliminary expenses for surveys and otherwise, with a view to the organization of the said Companies, have respectively expressed their willingness that the Acts providing for their incorporation should be repealed, on condition that *The Grand Trunk Railway Company of Canada*, incorporated by an Act of this Session, should repay them the expenses so incurred; Be it therefore enacted, that the Act passed in the Session held in the fourteenth and fifteenth years of Her Majesty's Reign, and intituled, *An Act to incorporate the Montreal and Kingston Railway Company*, and the Act passed in the same Session, and intituled, *An Act to incorporate the Kingston and Toronto Railway Company*, shall be and the said Acts are hereby repealed; Provided always, that the said Grand Trunk Railway Company of Canada shall repay to the persons hereinbefore referred to, the sums by them expended in the preliminary expenses aforesaid.

Recital.

Acts 14 & 15 Vict. cap. 143, and 14 & 15 Vict. cap. 146, repealed.

CAP. XLI.

An Act to amend the Act incorporating *The Toronto and Guelph Railway Company*.

[Assented to 10th November, 1852.]

Preamble.

14 & 15 Vict.,
cap. 148.

WHEREAS since the passing of an Act in the Session held in the fourteenth and fifteenth years of Her Majesty's Reign, intituled, *An Act to incorporate the Toronto and Guelph Railway Company*, the Mayor, Aldermen and Commonalty of the City of Toronto, have, in pursuance of the provisions of the Railway Clauses Consolidation Act, subscribed for Stock in the said *Toronto and Guelph Railway Company*; And whereas the Municipal Corporations of the Town and Township of Guelph, and of the Township of Chinguacousy, have in like manner respectively subscribed for Stock in the said Company, and the calls hitherto made by the said Company, in respect of the shares subscribed for by the said Municipal Corporations have been paid in Debentures of the said Corporation respectively; And whereas shares exceeding the sum of one hundred and fifty thousand pounds, as prescribed by the seventh Clause of the Act to incorporate the said Railway have been taken and ten pounds per cent. thereon hath been paid in; And whereas by the third Clause of the said Act incorporating the said *Toronto and Guelph Railway Company*, the Capital Stock of the said Company is expressed to be limited to the sum of two hundred and fifty thousand pounds of Provincial currency, and doubts have been raised whether the said Clause does not limit the powers contained in the said Railway Clauses Consolidation Act, for increasing the capital of the said Company; And whereas the said sum of two hundred and fifty thousand pounds has been found to be insufficient for the proper and efficient construction of the Railway by the said Act authorized to be constructed, and it is desired to increase the same to the sum of three hundred and twenty-five thousand pounds, like currency, with such powers to increase the same as are contained in the said Railway Clauses Consolidation Act; And whereas the said *Toronto and Guelph Railway Company* have executed under their corporate seal, bonds to the amount of two hundred and seventy-five thousand pounds, sterling money of Great Britain, payable to bearer, which bonds are secured by a Mortgage Deed bearing date the thirtieth day of June,

One thousand eight hundred and fifty-two, executed under the corporate seal of the said Company, whereby the said intended Railway and all the works of the said Company, together with all stations, buildings, carriages, engines and other property attached or to be attached to or belonging to the said Railway, and all the Revenues and Tolls to be derived from the said works, are mortgaged and pledged to the Canada Company, in trust as a security for the payment of the said entire sum of two hundred and seventy-five thousand pounds sterling, on the first day of July, one thousand eight hundred and seventy-three, and for the payment of the half yearly interest thereon at the rate of six pounds per centum per annum in the meantime, and whereby the Municipal debentures which have already been and which hereafter shall be issued for the Stock already subscribed, and which hereafter shall be subscribed by Municipal Corporations of the Province of Canada, under the provisions of the Railway Clauses Consolidation Act are also mortgaged and pledged to the said Canada Company, in trust as a collateral security for the due payment of the principal and interest on the said bonds; And whereas doubts have arisen whether the said third Clause of the said Act incorporating the said *Toronto and Guelph Railway Company* does not limit and restrict the powers contained in the Railway Clauses Consolidation Act, of borrowing money, and other doubts have arisen as to the validity, negotiability and security of the said bonds, and the validity of the said mortgage; And whereas it is expedient to remove such doubts, and to affirm the validity, negotiability and security of the said bonds of the said Company so as aforesaid executed to the amount of two hundred and seventy-five thousand pounds, sterling money of Great Britain, and of any further bonds which may be executed by the said Railway Company to an aggregate amount (with the said sum of two hundred and seventy-five thousand pounds) not exceeding the amount of capital for the time being, authorized to be raised by the said Company, and the validity of the said mortgage and of any mortgage or mortgages to be hereafter executed as a security for any moneys to be borrowed by the said Company, within the limit of their prescribed capital for the time being; And whereas the said *Toronto and Guelph Railway Company* have by their petition prayed that the said Act incorporating the said *Toronto and Guelph Railway Company* may be amended: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and as-

sembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*; and it is hereby enacted by the authority of the same, That the Capital Stock of the said Company shall be, and is hereby declared to be the sum of three hundred and twenty-five thousand pounds, Provincial currency, divided into sixty-five thousand shares of five pounds each, and that the said Capital Stock may, if necessary, from time to time be increased in the manner provided for by the Railway Clauses Consolidation Act.

Amount of capital stock of the Company: into what shares divided.

Certain bonds mentioned in the preamble declared valid.

II. And be it enacted and declared, That the said bonds of the said *Toronto and Guelph Railway Company* so as aforesaid executed to the said amount of two hundred and seventy-five thousand pounds, sterling money of Great Britain, and the said mortgage for securing the same are, and shall continue to be, and subsist as good and valid and obligatory upon the said *Toronto and Guelph Railway Company* according to the tenor and purport thereof respectively, and that all bonds, debentures or other securities of the said Railway Company, may be made payable to bearer, and that the said bonds which have been so executed as aforesaid, and all future bonds, debentures and other securities of the said Railway Company, and all dividends or interest warrants thereon respectively, which shall purport to be payable to bearer, shall be assignable at law by delivery and may be sued on and enforced by the respective bearers and owners thereof for the time being, in their own names.

Bondholders, &c., to have no preference one over the other.

III. And be it enacted and declared, That the respective *bonâ fide* Bondholders and Mortgagees of the said Railway Company, as well under any bonds, debentures, mortgages or other special securities to be hereafter lawfully executed by the said Railway Company within the limit of their Capital for the time being prescribed, as under the said bonds already executed, shall be entitled one with another to their respective proportions of the Tolls and other property of the said Railway Company, according to the respective sums in such securities mentioned, and to be repaid the principal and interest moneys thereby secured, without any preference one above another by reason of priority of the date of any such security or of the resolution by which the same was authorized or otherwise howsoever: Provided that this enactment shall not operate either to accelerate or to delay the right of the holder of any such security to demand and enforce payment of the principal moneys thereby secured on the day or respective days therein mentioned for payment thereof.

Except as to time of payment.

IV. And be it enacted and declared, That if any interest or principal due on any such security as aforesaid, be not paid by the said Railway Company on the day, and at the place appointed for payment thereof, and if the Canada Company shall neglect for sixty days after notice in writing by the holder of any such security, to enter into possession of the said Railway, or appoint a Receiver of the Rates and Tolls and other profits of the said Railway and works, under and by virtue of the aforesaid mortgage, then in such case the holder of such security (without prejudice to his right to sue for the interest or principal so in arrear, in any of the Superior Courts of Law or Equity) may if his debt amount to the sum of five thousand pounds alone, or if his debt do not amount to the sum of five thousand pounds, may in conjunction with other creditors of the said Railway Company holding any such securities as aforesaid, whose debts on such security being so in arrear after such demand as aforesaid, shall, together with his amount to the sum of five thousand pounds, require the appointment of a Receiver by an application to be made to the Court of Chancery, at Toronto, in a summary manner without suit, and on any such application, it shall be lawful for such Court, after hearing the parties, or giving them an opportunity to be heard, to appoint some person to receive the whole or a competent part of the Tolls or sums liable to the payment of such interest, or principal and interest, until the same, together with all costs, including the charges of receiving the Tolls or sums aforesaid, shall be fully paid; and upon such appointment being made, all such Tolls and sums of money as aforesaid, shall be paid to, and received by the person so to be appointed, and the moneys so to be received shall be so much money received by or to the use of the party or parties to whom such interest or principal and interest shall be then due, and on whose behalf such Receiver shall be appointed, and after such interest or principal and interest and costs shall have been so received, the power of such Receiver shall cease: Provided always, that during the possession of any such Receiver, it shall be lawful for the said Court of Chancery from time to time, on the application of any creditor or creditors of the said Railway Company under any such security as aforesaid, whose interest or principal, or both shall be in arrear, by order to direct that such last mentioned creditor or creditors shall be entitled to the benefit of such Receivership from the time of the service of the same order on such Receiver, and upon such order being so made, and served on such Receiver, the creditor or creditors mentioned therein, shall thenceforth be

Receiver of rates and tolls may be appointed in certain cases,

And at whose instance.

His powers and duties.

Proviso: Chancery may extend the benefit of the receivership to other creditors

entitled to the benefit of such Receivership, in the same manner as if he or they had joined in the original application for the appointment of the Receiver.

Appointment of Receiver not to interfere with the rights of the Canada Company.

V. Provided always, and it is hereby enacted and declared, That every appointment of a Receiver to be made as aforesaid, and also every mortgage or other specific lien or charge on all or any part of the present or future property, tolls or credits of the said Railway Company shall be subject to the right of the said Canada Company under the said Mortgage Deed to enter upon, take possession of, or otherwise deal with the property included in or charged by the said Mortgage, or expressed or intended so to be, and if the said Canada Company shall think fit to have a Receiver of the tolls and profits of the said undertaking appointed on their behalf, as such Mortgagees, the said Canada Company may apply to the Court of Chancery, and procure the dismissal of any Receiver appointed by the said Court as aforesaid, in a summary manner and without suit; Provided nevertheless, that the said Mortgage Security to the said Canada Company shall be held and enforced by the said Canada Company, in trust for the benefit not only of the said Bondholders, to the amount of two hundred and seventy-five thousand pounds sterling, but also of the holders of all other bonds, debentures or securities of the said Railway Company, which shall be lawfully issued by the said Railway Company, and shall be expressed to be issued or made on the security of the said Mortgage, rateably and in proportion to the sums which for the time being shall have become actually due and payable thereon for interest or principal, or both.

Proviso.

Section 3 of the said Act does not limit the rights conferred by clauses of 14 & 15 Vict., cap. 15, incorporated with it.

VI. And be it declared and enacted, That the third Clause of the *Toronto and Guelph Railway Act* of One thousand eight hundred and fifty-one, or anything in that Clause or in this Act expressed, does not in any respect take away, lessen, restrict, prejudice, or otherwise affect any of the powers, authorities, indemnities, rights and privileges which are granted and conferred by and may be had, exercised and enjoyed by virtue of the incorporation with that Act, of such of the Clauses of the *Railway Clauses Consolidation Act*, as in and by the Fourth Clause of the *Toronto and Guelph Railway Act*, of One thousand eight hundred and fifty-one, are expressed to be and are incorporated with that Act.

Six Directors to retire yearly, &c.

VII. And be it enacted and declared, That at the next annual general meeting of the said Company, and at every annual general meeting thereafter, six of the thirteen elected Directors of the said Company shall annually retire in rotation, the selection of the first six to retire being decided by lot, or in such other manner as shall be provided by the

Directors of the said Company, by rule or regulation in that behalf to be passed, but the Directors so from time to time retiring shall be eligible for re-election; and all votes hereafter to be given at annual or general or special meetings of Proprietors in respect of the stock subscribed, or hereafter to be subscribed, by Municipal Corporations, shall be given by the Mayor or Reeve of such Municipal Corporations respectively, under and subject to such resolutions as shall from time to time in that behalf be made by such Municipal Corporations respectively.

VIII. And be it enacted, That it shall and may be lawful for the Directors of the said Company for the time being, to issue shares for stock to be subscribed in England, or elsewhere, in such amounts respectively of sterling money of Great Britain as to such Directors shall from time to time seem fit, and to make the dividends thereon payable in like sterling money in England, or elsewhere, at such place or places as to such Directors shall from time to time seem fit, and to regulate from time to time the number of votes which the holders for the time being of such shares to be issued in England, or elsewhere, shall have respectively, relatively to the amount of stock held by the respective Proprietors for the time being of such shares to be issued in England, or elsewhere, and in the proportion which the amount of a share issued in Canada shall bear to the amount of a share issued in England, or as near as possible thereto as the difference between currency and sterling will permit, and from time to time to appoint agents of the said Company in England, or elsewhere, and to delegate to such agents such powers as to the Directors of the said Company shall from time to time seem fit, and to make such rules and regulations as to the Directors of the said Company shall from time to time seem fit, as to the issuing of such shares in England, or elsewhere, and as to the mode, time and place or places of transfer of such shares, and as to the mode, time and place of paying the dividends from time to time to accrue thereon, and otherwise, as shall be deemed requisite or beneficial for giving full effect to the power hereby vested in the Directors of the said Company, in respect of issuing such shares in England or elsewhere.

IX. And be it enacted and declared, That all calls upon the Capital Stock of the *Toronto and Guelph Railway Company*, already made, or which hereafter shall be made, the amount of which respectively has been prescribed, or which hereafter shall be prescribed by any By-law passed or to be passed at a general meeting of the Shareholders of the said Company, and of which due notice shall have been given in accordance with the provisions of the Railway Clauses Con-

Directors may issue shares to be subscribed for in England or elsewhere.

They may appoint agents.

Certain calls on stock of Company declared valid.

solidation Act, shall be, and the same are hereby declared to be good and valid calls, in the same manner as if the maximum limit of the amount of such calls respectively had been prescribed in the said Act, intituled, *An Act to incorporate the Toronto and Guelph Railway Company*, or in this Act.

How this Act shall be construed.

X. And be it enacted, That this Act shall be construed as if the same formed part of the said Act, intituled, *An Act to incorporate the Toronto and Guelph Railway Company*, and that the several Clauses of the Railway Clauses Consolidation Act, mentioned in the fourth Clause of the said Act to incorporate the *Toronto and Guelph Railway Company*, shall be, and the same are hereby declared to be incorporated with this Act, and that in reciting for any purpose the said Act to incorporate the *Toronto and Guelph Railway Company*, it shall be sufficient to use the expression, *The Toronto and Guelph Railway Company Act*. And in reciting this Act, it shall be sufficient to use the expression, *The Toronto and Guelph Railway Amendment Act of 1852*.

Short title. Company may extend their Railway to Port Sarnia.

XI. And be it enacted and declared, That it shall and may be lawful for the said *Toronto and Guelph Railway Company* to extend their said Railway from the Town of Guelph, and to construct a single, double, or other line of Railway, westerly from the said Town of Guelph through the village of Stratford, and to the waters of the River St. Clair at the Port of Sarnia, and to make and erect all necessary erections, works and buildings for the proper use and enjoyment of such extension, and for that purpose to raise in such manner by loan, subscription of stock, issuing of Shares, or otherwise, as to the Directors of the said Company for the time being shall seem fit, a further sum of One Million Pounds, Provincial currency, or such further amount of Capital as shall from time to time be deemed to be necessary for the proper and efficient construction, maintenance and working of such extension; and that all Clauses of the Railway Clauses Consolidation Act which are incorporated with, or made part of the said Act incorporating the *Toronto and Guelph Railway Company*, and which are incorporated with or made part of this Act for the purpose of or in relation to the said Railway from the City of Toronto to the Town of Guelph, shall be, and the same are hereby declared to be incorporated with this Act, for the purpose of constructing, maintaining and working the extension by this Clause authorized to be constructed westerly as aforesaid from the Town of Guelph, and that all the powers, authorities, indemnities, rights and privileges which from and after the passing of this Act shall and may be had, exercised and enjoyed by the said *Toronto and Guelph Railway Company*, and the Directors thereof respectively, in respect of

Increase of capital for such purpose.

Powers to apply to such extension.

the Railway authorized to be constructed by the said Company from the City of Toronto to the Town of Guelph, shall be had, held, exercised and enjoyed by the said Company, and by the Directors thereof respectively, for the better and more effectual constructing, maintaining and working the extension by this Clause authorized to be constructed westerly from the said Town of Guelph, in the same manner and to the same extent as if such several and respective powers, authorities, indemnities, rights and privileges were herein separately, severally, distinctly and at large re-enacted or declared in respect of or for the purpose of or in relation to the constructing, maintaining and working the said extension by this Clause authorized to be constructed or intended so to be.

XII. And be it enacted, That this Act shall be deemed to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices and others. Public Act.

CAP. XLIII.

An Act to incorporate The Grand Junction
Railroad Company.

[Assented to 10th November, 1852.]

WHEREAS George Benjamin, Esquire, Warden of the County of Hastings, William Hamilton Ponton, Esquire, Mayor of the Town of Belleville, James Ross, of Belleville, Esquire, and others, have petitioned the Legislature to incorporate a Company to construct a Railroad from Belleville to Peterborough, and thence to the City of Toronto, or to some point East of the said City of Toronto, to intersect the Main Trunk Line of Railway proposed to be constructed, and also from Peterborough or some point west thereof on the preceding section to such place on Lake Huron as may be decided upon by the said Company, and it is expedient to grant the prayer of the said Petitioners: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled *An Act to re-unite the Provinces of Upper and Lower Canada,* Preamble.

Certain persons
incorporated.

and for the Government of Canada, and it is hereby enacted by the authority of the same, That John George Bowes, Thomas G. Ridout, William Fabian Meudell, of Toronto, Esquires, Edmund Murney, Peter Robertson, George Benjamin, Henry Bull and James Ross, of Belleville, Esquires, James Sanson, the elder, of Orillia, Esquire, Kenneth Cameron, of Thorah, Esquire, John Langton, George Barker Hall and Thomas Short, of Peterborough, Esquires, with all such other persons or Corporations as shall become Shareholders in such Joint Stock Company as is hereinafter mentioned, shall be and are hereby ordained, constituted and declared to be a Body Corporate and Politic in fact, by and under the name and style of "The Grand Junction Railroad Company."

Corporate
name.

Certain clauses
of 14 & 15 Vic.
c. 51, incor-
porated with
this Act.

II. And be it enacted, That the several clauses of the "Railway Clauses Consolidation Act," with respect to the first, second, third and fourth clauses thereof, and also the several clauses of the said Act, with respect to "Interpretation," "Incorporation," "Powers," "Plans and Surveys," "Lands and their Valuation," "Highways and Bridges," "Fences," "Tolls," "General Meetings," "Directors, their election and duties," "Shares and their transfer," "Municipalities," "Shareholders," "Actions for Indemnity, and Fines and Penalties, and their prosecution," "Working of the Railway," and "General Provisions," shall be incorporated with this Act, save in so far as they are expressly varied by any clause or provision hereinafter contained; subject always to the following modification of the ninth sub-section of the clause of the said Act, headed "Plans and Surveys," that is to say, that lands to the extent of twenty acres may be taken by the said Company without the consent of the owner thereof, but subject to the provisions of the said Act in that behalf for Stations, Depôts, or other works in any City or Town, containing more than five thousand inhabitants, that a like extent may be so taken at Peterborough, and that fifty acres may be so taken at the Terminus on Lake Huron.

Where the Rail-
way shall be
made.

III. And be it enacted, That the said Company and their Agents or Servants shall have full power under this Act, to lay out, construct, make and finish a double or single Iron Railroad or Way, at their own cost and charges, on or over any or all of the three following sections, that is to say, on and over any part of the Country lying between Belleville and Peterborough, and thence from the said Town of Peterborough, south-westerly, to the City of Toronto, or to some point east of the said City of Toronto, to intersect the Main Trunk Line of Rail-way proposed to be constructed, and

also from Peterborough aforesaid, or some point west thereof on the preceding section, to such place on Lake Huron as may be decided upon by the said Company: Provido. Provided always, that the said Company shall first obtain the sanction and approval of the Government, to the line selected by them for the location of the said Road, and to the plans and specifications thereof, and that the said Company shall construct the said Railway on the line and in the manner approved of by the Government.

IV. And be it enacted, That all Deeds and Conveyances Conveyances to the Company to be in a certain form. for lands to be conveyed to the said Company for the purposes of this Act, shall and may, as far as the title to the said lands or the circumstances of the party making such conveyances will admit, be made in the form given in the Schedule of this Act marked A. And for the purpose of a due enregistration of the same, all Registrars in their respective Counties are hereby required to procure a book with copies of the form given in the said Schedule A, one to be printed on each page, leaving the necessary blanks to suit the separate cases of conveyance, and in the said Book to enter and register the said Deed upon production thereof, and proof of execution, without any memorial, and to minute such entry on the said Deed. And the said Company are to Fee to Registrar. pay the said Registrars for so doing the sum of Two Shillings and Six Pence, and no more, which said enregistration shall be held and deemed to be valid in Law; the provisions of any Act for the enregistration of Deeds, now in force in this Province, to the contrary notwithstanding.

V. And be it enacted, That the Capital Stock Capital Stock. of the said Company shall not exceed in the whole the sum of One Million Pounds sterling, to be divided into Fifty Thousand Shares of Twenty Pounds sterling each, which amount shall be raised by the persons above named, or some of them, together with such other persons and Corporations as may Application thereof. become Shareholders in such Stock, and the said money so raised shall be applied, in the first place, towards the payment and discharge of all fees, expenses and disbursements for procuring the passage of this Act, and for making the Surveys, Plans and Estimates connected with the Railway, and all the rest and remainder of such money shall be applied towards making, completing and maintaining the said Railway and other purposes of this Act, and to no other purpose whatever: Provido. Provided always, that until the said preliminary expenses connected with the said Railway shall be paid out of the Capital Stock thereof, it shall be lawful for the Municipality of any County, City, or Town on the Line of the said Road, to pay out of the General Funds of the said Munici-

ality, their fair proportion of such preliminary expenses, which sum shall be refunded to such Municipality from the Stock of the said Company, or be allowed to them in payment of Stock.

First Directors named:

VI. And be it enacted, That John G. Bowes, Thomas G. Ridout, William Fabian Mendell, Edmund Murney, George Benjamin, Henry Bull, James Ross, Peter Robertson, James Sanson the elder, Kenneth Cameron, John Langton, George Barker Hall, and Thomas Short, shall be and are hereby constituted and appointed the first Directors of the said Company, and shall hold their office until others shall under the provisions of this Act be elected by the Shareholders, and shall until that time constitute the Board of Directors of the said Company, with power to open Stock Books and make a call on the Shares subscribed in such Books, and call a meeting of Subscribers for the Election of Directors in manner hereinafter provided.

Subscription Books to be opened.

VII. And be it enacted, That the said Directors are hereby empowered to take all necessary measures for opening the Stock Books, for the subscription of parties desirous to become Shareholders in the said Company, and to determine and allot to parties subscribing for Stock in the said Company, the number of shares, (if any,) that parties so subscribing, may have and hold in the Capital Stock aforesaid; Provided always, that no subscription in the said Stock Books shall create the party or parties so subscribing, a partner or partners in the said Company, without and until the authorization thereof by the Directors of the Company for the time being; Provided also, that no such approval or authorization as aforesaid, shall be required to confirm the subscriptions of Municipalities or other Corporate Bodies empowered to take Stock in Railway Companies.

Proviso.

Proviso.

Entry of allotments of shares.

VIII. And be it enacted, That the said Directors shall cause an entry to be made in the Records of their proceedings and in the Shareholders' Book, of the Stock so allotted and assigned to parties subscribing as aforesaid; and the Secretary of the said Company shall notify the respective parties, in writing, of such allocation and assignment.

Effect of such entry.

IX. And be it enacted, That upon such entries being made, the rights and liabilities of such Shareholder or Shareholders shall accrue in respect of his, her or their particular interest in the said Company.

First General Meeting, and election of Directors.

X. And be it enacted, That when and so soon as one fifth of the said Capital Stock shall have been subscribed, allotted and authorized, it shall be lawful for the said Directors, or a majority of them, to call a Meeting of the holders of such shares, at such place and time as they shall

think proper, giving at least fifteen days' public notice of the same, in one or more newspapers published in the City of Toronto, and in the Towns of Peterborough and Belleville, at which said General Meeting, and at the Annual General Meeting in the following sections mentioned, the Shareholders present, either in person or by proxy, shall elect twelve Directors, in manner as hereinafter mentioned, of whom six Directors shall be chosen by Municipal Corporations being Shareholders, according to the scale of votes hereinafter mentioned, and six by private Shareholders; which said twelve Directors shall hold office until the first Monday in June following.

Term of Office.

XI. And be it enacted, That on the said first Monday in June, and on the first Monday in June in each year thereafter, or on such other day and at such place as shall be appointed by any By-law, there shall be chosen by the Shareholders twelve Directors, in manner hereinafter mentioned; and public notice of such Annual Election shall be published one month before the day of Election, in the *Canada Gazette*, and also, once at least, fifteen days before the Election, in one newspaper in each City or Town or County on the line of Road: And all Elections for such Directors shall be by ballot, and the persons who shall have the greatest number of votes, at any Election, shall be the Directors, and if it shall happen that two or more shall have an equal number of votes, the Shareholders shall determine the Election by another or other votes, until a choice is made; and if any vacancy shall at any time happen among the Directors by death, resignation, or otherwise, such vacancy shall be filled for the remainder of the year by a majority of the Directors, and that the said twelve Directors shall form the Board of Directors.

Annual General Meetings.

Elections to be by ballot.

Vacancies how filled.

XII. And be it enacted, That a majority of the said Directors shall form a *quorum* for the transaction of business: Provided that the said Directors may employ one or more of their said number as paid Director or Directors.

Quorum of Directors.

Proviso.

XIII. And be it enacted, That the persons qualified to be elected Directors of the said Company under this Act, shall be any Shareholder holding at least twenty shares in the Stock of the said Company, who shall have paid up all calls on the said shares.

Qualification of Directors.

XIV. And be it enacted, That the Stock to be subscribed for by Municipal Corporations shall be represented by the Mayor, Warden or Reeve from time to time being of such Municipal Corporations subscribing to The Grand Junction Railroad Company, or by such person to be appointed by such Municipal Corporations respectively; and that such

How Stock held by Municipalities shall be represented.

Mayor, Warden or Reeve, or person deputed as aforesaid, shall, at the Election of six Directors to be chosen by Municipal Corporations as aforesaid, be entitled to vote in respect of the Stock subscribed for by such respective Municipal Corporations in the proportion following, that is to say: one vote for every Fifty Shares subscribed for by such Municipality: Provided always, that on every occasion other than the election of Directors, the Mayor, Warden, Reeve, or person representing Municipalities, shall be entitled to the number of votes proportioned to the number of shares held by the Municipal Corporation to the same extent as private Shareholders.

Proviso.

Proportion of votes to shares.

Proviso.

Proviso.

Calls on Stock.

Tolls how fixed.

Proviso.

XV. And be it enacted, That each Shareholder, holding less than two hundred Shares, shall be entitled to the number of votes proportioned to the number of Shares which he or they shall have had in his or their name at least two weeks prior to the time of voting; Provided that no one Shareholder as aforesaid, shall have more than three hundred votes: Provided also, that no Municipal Corporation shall vote or be entitled to vote at any election of the six Directors to be chosen by the private Shareholders. And provided further, that no party or parties shall be entitled to vote at the Meetings of Shareholders who shall not have paid up all the calls due upon his, her or their Stock, or the Stock upon which such party claims to vote, at least eighteen hours before the hour appointed for any such Meeting.

XVI. And be it enacted, That it shall and may be lawful for the Directors at any time to call upon the Shareholders for such instalments upon each share which they or any of them may hold in the Capital Stock of the said Company in such proportions as they may see fit, so as no such instalment shall exceed ten per cent., giving at least one month's notice for each call, in such manner as they shall appoint.

XVII. And be it enacted, That it shall and may be lawful for the President and Directors of the said Company, from time to time to fix, regulate and receive the tolls and charges to be received for the transmission of property or persons on the said Road, subject always to the approval of the Governor in Council, as is provided by the Railway Clauses Consolidation Act: Provided always, That in no case shall the amount charged for toll and charges, exceed, for First Class Passengers, two pence currency per mile, and for Second Class Passengers, one penny half penny currency per mile, and for Third Class Passengers, one penny currency per mile, and that one train, having therein Third Class covered passenger cars, shall be run over the said road throughout its length each way daily.

XVIII. And be it enacted, That sub-section three of section eighteen of the Railway Clauses Consolidation Act, shall not be incorporated with this Act.

Part of s. 18 of 14 & 15 Vic. c. 51, not to apply.

XIX. And be it enacted, That the said Company shall have power to become parties to Promissory Notes, and Bills of Exchange for sums not less than twenty-five pounds, and any such Promissory Note, made or endorsed, and any such Bill of Exchange drawn, accepted or endorsed by the President of the Company, or Vice President, and countersigned by the Secretary and Treasurer, and under the authority of a majority of a quorum of the Directors, is and shall be binding upon the said Company; and every such Promissory Note or Bill of Exchange, so made, drawn, accepted or endorsed by the President or the Vice President of the said Company, and countersigned by the Secretary and Treasurer as such, either before or after the passing of this Act, shall be presumed to have been properly made, drawn and accepted or endorsed, as the case may be, for the Company, until the contrary be shewn; and in no case shall it be necessary to have the Seal of the Company affixed to any such Bill of Exchange or Promissory Note, nor shall the President, Vice President or the Secretary and Treasurer of the Company so making, drawing, accepting or endorsing any such Promissory Note or Bill of Exchange, be thereby subjected individually to any liability whatever: Provided always that nothing in this clause shall be construed to authorize the said Company to issue any Note payable to Bearer, or any Promissory Note intended to be circulated as money or as the Notes of a Bank.

Company may be parties to promissory notes, &c.

Proviso.

XX. And be it enacted, That it shall and may be lawful for the said Company to take and appropriate for the use of the said Railway, but not to alienate, so much of the wild land of the Crown, not heretofore granted or sold, lying on the route of the said Railway, as may be necessary for the said Road; as also, so much of the land covered with the waters of any river, stream, lake or canal, or of their respective beds, as may be found necessary for the making and completing, or more conveniently using the same, and thereon to erect such wharves, quays, inclined planes, bridges, cranes, and other works, as to the Company shall seem meet: Provided always, that it shall not be lawful for the said Company to cause any obstruction in or to impede the free navigation of any river, stream or canal to or across which their Railway shall be carried: And if the said Railway shall be carried across any navigable river or canal, the said Company shall leave such openings between the piers of their bridge or viaduct over the same, and shall

Company may take beach lots.

Provision for preventing obstruction to the navigation of any River, &c.

construct such draw-bridge or swing-bridge over the channel of the river or canal, and shall be subject to such regulations with regard to the opening of such draw-bridge or swing-bridge, for the passage of vessels and rafts, as the Governor in Council shall direct and make from time to time; nor shall it be lawful for the said Company, to construct any wharf, bridge, pier or other work upon the public beach or bed of any navigable river or stream, or upon the lands covered with the waters thereof, until they shall have submitted the plan of such work to the Governor in Council, nor until the same shall have been approved by him in Council as aforesaid.

Gauge.
XXI. And be it enacted, That the gauge of the said Railway shall be five feet six inches.

Aliens may vote, &c.
XXII. And be it enacted, That any Shareholder in the said Company, whether a British subject or alien, or a resident in Canada or elsewhere, has and shall have equal rights to hold stock in the said Company, to vote on the same, and be eligible to office in the said Company.

Government may assume the Railroad.
XXIII. And be it enacted, That the Provincial Government may at any time after the commencement of the said Railway, assume the possession and property thereof, and of all the property which the said Company is empowered to hold and shall then have, and of all the rights and privileges and advantages vested in the said Company; all of which shall, after such assumption, be vested in Her Majesty, on the Government giving to the Company four months' notice of the intention to assume the same.

Compensation to be made in case of such assumption.
XXIV. And be it enacted, That the Government shall, within four months after the Company shall render an account in writing of the amount of money expended by the said Company, and all their then ascertained liabilities, up to the time of such assumption, pay to the said Company the whole amount of the money so expended and of the liabilities so ascertained, together with interest at the rate of six per cent., and ten per cent. additional thereon after deducting the amount of any dividends before then declared; and the said Government shall also, from time to time, pay and discharge all liabilities of the Company not ascertained at the time of such assumption, as the same shall be established against the said Company. Provided always, That in case of a difference between the Government and the Company as to the amount so to be paid by the Government, such difference shall be referred to two arbitrators, one to be named by the Government, the other by the Company; and, in case of disagreement, such difference shall be referred to an Umpire, to be chosen by the said

Proviso.

Arbitrators before entering into the consideration of the said difference, and that the said award so made by the Arbitrators or the Umpire shall be final: And provided ^{Proviso.} also that in case of refusal by the Company to appoint an Arbitrator on their behalf, the same shall be appointed by any two of the Judges of either of the Superior Courts of Common Law for Upper Canada on application of the Government.

SCHEDULE A.

FORM OF CONVEYANCE.

Know all men by these presents, that I, A. B., of
(here, name the wife, if any), do hereby in consideration of
(here the sum) paid to me by the Grand Junction
 Railway Company, the receipt whereof is hereby acknowledged, grant, bargain, sell, convey and confirm unto the said
 The Grand Junction Railway Company, their Successors and
 Assigns for ever, all that certain tract or parcel of land situate
(here describe the land) the same having been selected and laid
 out by the said Company for the purposes of their Road,
 To have and to hold the said land and premises, together
 with the hereditaments thereto, to the said The Grand Junction
 Railway Company, their Successors and Assigns for
 ever *(here dower if any.)*

Witness my Hand and Seal, this
 One thousand eight hundred and

day of

L. S.

Signed, Sealed and delivered
 in presence of

CAP. XLVII.

An Act to amend an Act passed in the eighth year of the Reign of Her Majesty, to incorporate *The Saint Lawrence and Atlantic Railroad Company*, and to extend the powers of the said Company.

[Assented to 10th November, 1852.]

Preamble.

8 Vict. c. 25.

WHEREAS by an Act of the Legislature of this Province passed in the eighth year of Her Majesty's Reign, intituled, *An Act to incorporate the Saint Lawrence and Atlantic Railroad Company*; the said Company was empowered to construct a Railroad from the River St. Lawrence opposite to the City of Montreal, in the general direction of St. Hyacinthe and Sherbrooke, to the boundary line between this Province and the United States of America, at such point or place of the said boundary line near the Connecticut River, as that the said Railroad might best connect with the Atlantic and St. Lawrence Railroad, to be constructed from Portland, in the State of Maine, to the said boundary line, there to connect with the St. Lawrence and Atlantic Railroad; And whereas it hath been found that, from the nature of the country in the neighbourhood of the boundary line of the Province, and other existing circumstances, such best connection of the said St. Lawrence and Atlantic Railroad with the said Atlantic and St. Lawrence Railroad must be had at a point beyond the said boundary line and within the County of Essex, or the County of Orleans, in the State of Vermont, one of the United States of America: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to reunite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same, That the said St. Lawrence and Atlantic Railroad Company shall have power and authority to enter into all such contracts and agreements with the said Atlantic and St. Lawrence Railroad Company, and all other bodies

Connecting point of Railroad in Vermont

Company may contract with Atlantic and St. Lawrence Railroad Company.

corporate and persons as may be found necessary, in the adoption of the said best point of connection of the said St. Lawrence and Atlantic Railroad with the said Atlantic and St. Lawrence Railroad, and to secure the speedy construction and completion of the portion of the said St. Lawrence and Atlantic Railroad, and the works connected therewith, to be constructed between the intersection by the said Railroad of the Boundary line of the Province and the said best point of connection: And that in accordance with the prayer of the said St. Lawrence and Atlantic Railroad Company, the said Company shall be and are hereby authorized and empowered to make such best connection at the said point within the said County of Essex or County of Orleans, and to construct and maintain, or assist in the construction and maintenance of the portion of their Railroad which shall extend from the said boundary line to such best point of connection; and for such purpose to issue their bonds, notes or other securities, in the same manner as the said Company is now by law authorized to do, provided the amount to be so issued do not exceed the sum of one hundred and twenty-five thousand pounds; and to advance to the said Atlantic and St. Lawrence Railroad Company, or other bodies corporate or persons, such sum or sums of money, and to become party to, and sign, endorse or guarantee such bonds, notes or other securities of the said Atlantic and St. Lawrence Railroad Company as may be required, provided the amount of such liabilities does not as aforesaid exceed the sum of one hundred and twenty-five thousand pounds; and to accept, receive and hold any mortgages or other securities over, and any rights in, the said portion of the Road, or in the Tolls, profits and revenues thereof, either by or through the Officers of the said St. Lawrence and Atlantic Railroad Company, or by means of Trustees to be by the said Company appointed for that purpose, and to become lessees of the said portion of the Road, under such terms and for such periods as may be agreed upon; and such debts, mortgages, securities, rights, tolls, profits and revenues, and such lease to convey and transfer to any person or body politic or corporate so as to secure the repayment of any sum or sums of money advanced to or upon the credit of the said St. Lawrence and Atlantic Railroad Company, for the purposes of this Act, and generally to do and perform all matters and things whatsoever necessary or incidental in the promotion of the construction of the said portion of the said Road and in the recovery of any moneys raised, advanced or guaranteed as aforesaid.

Bonds may issue
for £125,000.

Corporate
powers.

II. And be it enacted, That in so far as may be consistent Privileges.

with the laws of the State of Vermont now, or which may hereafter be in force, the said St. Lawrence and Atlantic Railroad Company are hereby authorized to acquire, hold, own, construct, maintain and use the said portion of the said Railroad, extending from its intersection of the boundary line of the Province to the said best point of connection, with all and every the works, buildings and appurtenances connected therewith, as owners and proprietors thereof, with all and every the powers and authorities vested in the said Company as to the portion of the said Railroad, extending from the River St. Lawrence to the said boundary line: Provided always, that this Act shall not authorize or be construed to authorize the said Company, nor shall the said Company have power to lessen or impair the hypothecary or privileged rights and claims of the Provincial Government, or other parties upon the whole or any part of the said Railroad within this Province, for the payment of any sum or sums guaranteed, loaned or advanced or which may hereafter be guaranteed, loaned or advanced to the said Company by the Government or other parties under any Act or Statute of this Province now in force, or which may be hereafter in force; but the said rights and all other rights and claims of the Government and all other parties shall be preserved and maintained, notwithstanding any matter or thing to be done under or by virtue of this Act.

Rights of Provincial Government saved.

Company to release Stanstead Stockholders.

III. And be it enacted, That the Saint Lawrence and Atlantic Railroad Company shall release the Stockholders of that Company who now reside within the County of Stanstead from the Stock which they have subscribed in such Company, and shall refund to such Stockholders all sums which they have paid for and on account of such Stock, together with legal interest thereon; Provided that such Stockholders who may so desire to be released, shall, within one month from and after the passing of this Act, give notice to the said Company of their intention to claim such release and re-payment.

Public Act.

IV. And be it enacted, That this Act shall be deemed a Public Act.



CAP. LXXV.

An Act to provide for the construction of a general Railway Bridge over the River St. Lawrence, at or in the vicinity of the City of Montreal.

[Assented to 17th March, 1853.]

WHEREAS the construction of a Railway Bridge over the River St. Lawrence, at or in the immediate vicinity of the City of Montreal, which should be opened on fair terms to the use of all the Railways from various parts of the Province and of the United States, running to or through the said City, would be of the greatest advantage to the people of every part of this Province, and is essential to the well working and success of the various Railways in progress throughout the length and breadth thereof; And whereas divers of the said Railway Companies have petitioned that the Grand Trunk Railway Company of Canada may be authorized to construct such Bridge, subject to the provisions and conditions hereinafter made, and the said Company are willing and have petitioned for power to undertake the construction thereof on such terms and conditions: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same, That *The Grand Trunk Railway Company of Canada*, or any Company which shall be formed by the union of the said Company with any one or more Railway Companies under the Act in that behalf, shall have full power and authority to construct a Railway Bridge to be called and known as "*The Victoria Bridge*," across the River St. Lawrence, from some point in the City or parish of Montreal, above the point known as the "*Ruisseau Migeon*," to some point in the parish of St. Antoine de Longueuil or in the parish of Laprairie de la Madeline, and to construct on either side of the said river and within the said city or any of the parishes hereinbefore

Preamble.

Power to construct a Railway Bridge and other works over the River St. Lawrence, within certain limits.

mentioned, such branch railways, wharves, embankments, piers, stations, inclined planes, and other works of any kind as may be necessary for the convenient using of the said Bridge, or for connecting it with any railway coming within the said City or any of the parishes aforesaid, or for the safety and protection of the said Bridge or Works, or for complying with any condition to be imposed by the Governor in Council under the provisions hereinafter contained.

Power to take lands, &c.

II. And be it enacted, That the said Company shall have full power and authority to purchase, acquire, take and hold such lands, lands covered with water, beaches and other property as may be necessary for the purpose of constructing the said Bridge and the other works hereinbefore authorized, or for the convenient using of the same, or for any other purpose authorized by this Act, subject always to the enactments, provisions, limitations and restrictions made and contained in the Act of the present Session, intituled, *An Act to incorporate the Grand Trunk Railway of Canada*; which said Act, (including all the clauses of *The Railway Clauses Consolidation Act*, incorporated therewith, and which are always included when the said Act is mentioned in this Act) shall, in so far as the same may not be inconsistent with this Act, extend and apply to the said Bridge, Branch Railways and other works the construction of which is hereby authorized, and to all lands and property required for the same, as fully and effectually as to the Railway and other works mentioned in the said Act, of which the Bridge and Works hereby authorized shall be held to form part, except in so far as herein otherwise provided.

Provisions of 16 V. c. 37 to extend to the said Bridge and works.

Plans of the Bridge and works to be submitted to the Governor in Council, and the same, with the site thereof, to be approved by him before the work is commenced.

III. Provided always, and be it enacted, That the said Company shall not commence the said Bridge or any work thereunto appertaining, or take possession of any public beach or lands covered with the waters of the River St. Lawrence, or of any island therein, until they shall have submitted to the Governor in Council, plans of the said Bridge and of all the intended works thereunto appertaining, nor until such plans and the site of the said Bridge shall have been approved by the Governor in Council, and such conditions as he shall have thought fit for the public good to impose touching the said Bridge and Works, shall have been complied with; nor shall any such plan be altered or any deviation therefrom allowed except by the permission of the Governor in Council, and upon such conditions as he shall impose: Provided always, that in the construction of the said Bridge, the said Company shall not

Proviso.

cause any obstruction in, or in any way impede the free navigation of the River St. Lawrence.

IV. And be it enacted, That it shall be lawful for the said Company, if they shall think proper, and subject to the approval of the Governor in Council as aforesaid, so to construct the said Bridge as to adapt it to the passage of ordinary vehicles, animals and passengers, and to connect it with the main road on either side of the said River, by ordinary roads to be made by the said Company, and to which and to any other work required under this section, the provisions of this Act and of the said Act incorporating *The Grand Trunk Railway Company of Canada*, shall apply as to other works authorized by this Act: And it shall be lawful for the said Company to demand and receive Tolls upon ordinary vehicles, animals and passengers passing over the said bridge under the provisions of this Section, and such Tolls shall be payable before the vehicles, animals or passengers, in respect of which they shall be payable, shall be entitled to pass over the said Bridge.

Bridge may be constructed so as to allow the passage of ordinary vehicles.

Tolls to be fixed by the Company.

V. Provided always, That no provision in the Act incorporating the Company constructing the said Bridge, or in any Act amending the same or incorporated with it, limiting the rates, tolls and charges to be taken by the said Company for conveying passengers or freight, shall apply to the tolls to be taken for conveying passengers or freight over the said Bridge, but such tolls shall be from time to time fixed by the Directors of the said Company, and shall not be subject to sanction or revision by any other authority.

Provisions in the said Act limiting Tolls not to apply to the Bridge.

VI. And be it enacted, That it shall be lawful for any Railway Company whose Railway comes within the said City of Montreal or any of the parishes aforesaid, with the consent of the Directors of the Company constructing the said Bridge, to connect such Railway with the said Bridge, or with some Branch Railway made under the authority of this Act and leading to the said Bridge, and to cause their engines and carriages to pass with their freight and passengers over and along the said Bridge and Branch Railway or either of them, and to discharge and receive passengers and freight at any Station or Depôt of the Company constructing the said Bridge, and for the said last mentioned Company to allow the Company first mentioned so to do upon such terms and conditions as the Directors of the two Companies shall agree upon; and if the gauge of the Railways of the two Companies be different, then the Company constructing the said Bridge may (notwithstanding any clause fixing the gauge of their Railway) so arrange the lines of rails thereon, and upon the Branch Line leading

Certain Railway Companies may agree with the Company constructing the Bridge for the right of connecting their Railway with it.

thereto from the Railway of the other Company, as that the engines and carriages of such other Company may easily pass over the said Bridge, and along the said Branch, and into and out of any such Station or Depôt as aforesaid; and the terms and conditions to be so agreed upon may extend to the payment by the other Company to the Company constructing the Bridge of a fixed sum once for all, or of an annual sum, or of sums payable from time to time and proportioned to the number of carriages or passengers or the quantity of freight conveyed over the said Bridge, and the services performed or accommodation afforded in respect thereof for such other Company: Provided always, that it shall also be lawful for the Directors of the Company constructing the said Bridge to agree with the Directors of such other Company as aforesaid, that either Company shall receive and convey for the other, passengers and freight between the said City of Montreal, and any Station or Depôt of either Company, and in the carriages of either Company, or shall perform any other service for the other Company, upon such terms and conditions as the Directors of the two Companies shall agree upon: and any agreement made by the Directors of any two Companies under this section shall be binding upon such Companies during the time for which it shall be made, but it shall not be compulsory on the Directors of any Company to make or renew any agreement under this section.

VII. And be it enacted, That it shall be lawful for the Directors of the Company constructing the said Bridge, to increase the Capital Stock of the said Company, by such sum not exceeding the sum of One Million Five Hundred Thousand Pounds sterling, as may be requisite for constructing the Bridge and Works hereby authorized, or for enabling them to carry this Act into effect, and such increase may be made either by subscriptions for new stock by the then Shareholders of the Company, or by the admission of new subscribers, or in both ways: and the shares of such additional Stock shall be each of the same amount as the shares of the other Stock of the said Company, and all the provisions of the Act incorporating the said Company shall apply to such additional shares, and to the subscribers for or holders thereof, in so far as may not be inconsistent with the express provisions of this Act; or it shall be lawful for the said Directors to raise the said sum partly by such increase of the Capital Stock of the Company as aforesaid, and partly by loan, and for that purpose to issue Debentures of the said Company, to which all the provisions of the Act incorporating the said Company shall apply, as to the

Provision of the
Act in relation to
the said Company
and other
Companies, to be per-
formed by the
Company for the
other.

Company con-
structing the
Bridge may
increase its
Capital, borrow
money, &c.

Debentures issued under the authority thereof: and it shall be lawful for the Directors of any other Railway Company, on behalf thereof, to subscribe for and hold shares of such additional Stock as aforesaid, of the Company constructing the said Bridge, and to authorize any person or persons to vote upon such Stock at meetings of the Shareholders of such last named Company, appointing one such person for every hundred shares held by such other Company, and one for any broken number of shares so held less than a hundred; and it shall also be lawful for the Directors of such other Company to lend money to the Company constructing the said Bridge, or to guarantee the payment of the principal or interest or both of any Debentures to be issued under this Act by such last mentioned Company, and to construct any Branch Railway or other work which may be necessary for conveniently connecting the Railway of such other Company with the said Bridge, or for enabling such other Company fully to avail itself of the provisions of this Act, and to increase the Capital Stock of such other Company by such sum as may be necessary to defray the cost of any such work, or to pay any sum which shall become payable by such Company under the provisions of this Act; and such increase may be made either by subscription for new Stock by the then Shareholders of such Company, or by admission of new subscribers, or in both ways, or it shall be lawful for the Directors of such Company to raise such sum partly by such additional Stock and partly by loan, and for that purpose to issue Debentures of such Company; and to all such Branch Railways and other works to be constructed under this Section by any Company other than the Company constructing the said Bridge, and to all shares of the additional Stock of such Company authorized by this Section, and to the subscribers for and holders thereof, and to all Debentures to be issued by such Company, and other the things to be done by or on behalf of the said Company under this Section, the provisions of the Act incorporating such Company, as amended by any subsequent Act, shall apply in so far as they may not be inconsistent with this Act.

VIII. Provided always, and be it enacted, That the guarantee of this Province shall not be extended to any Loan or Debenture to be raised or issued under the authority of this Act or in respect of the said Bridge or any work to be constructed under this Act; and that neither the privilege and prior claim of Her Majesty on behalf of this Province by reason of the Guarantee of the Province granted or to be granted to the Company constructing the said Bridge, or to any other Railway Company, nor any general hypothec or

Other Railway Companies may subscribe for Stock of the Company constructing the Bridge, or lend money to such Company: and may construct works for connecting their Railways with the Bridge, and raise money for such purposes.

Provincial Guarantee and privileged claim not to extend to the said Bridge, or to works constructed under this Act.

mortgage given by the Company constructing the said Bridge, or by any other Railway Company before the passing of this Act, shall extend to the said Bridge or to any work constructed solely under the authority of this Act, or to the tolls and profits to be derived therefrom, but the same and the shares held by any other Company in the Stock of the Company constructing the said Bridge, may be separately hypothecated, mortgaged or pledged, and the claim of Her Majesty on behalf of this Province and any such general hypothec or mortgage as aforesaid, shall rank after any special hypothec, mortgage or pledge to be given upon the said Bridge or works or any of them, for securing any sum of money raised or borrowed for the purpose of constructing the said Bridge or any such work as aforesaid: And the Company constructing the said Bridge and Works, or any of them, shall keep such account as shall be necessary for ascertaining the Tolls and income derived from the said Bridge and Works, so as to distinguish them from the other income of the same Company, in so far as may be necessary for determining the respective rights of the creditors of such Company.

Separate accounts to be kept as to the Bridge and Works.

Bridge to be commenced and completed within certain periods.

IX. And be it enacted, That the Company authorized to construct the Bridge mentioned in this Act, shall commence the same within two years from the passing of this Act, and complete the same for the passage of Railway Carriages and Engines within five years from the same time, otherwise the privileges granted to them by this Act shall cease and determine.

Recital.

Company constructing Bridge, to pay compensation for certain surveys, &c., if used by them.

X. And whereas the Provisional Committee for obtaining a Bridge over the River St. Lawrence at Montreal, have expended considerable sums in Surveys and in collecting information touching the best site for such Bridge and other matters thereunto relating: Be it therefore enacted, That if the Company constructing the said Bridge have used or shall use any information, surveys or plans obtained and made by or at the cost of the said Provisional Committee, the said Company shall pay such sum to the said Committee as may be agreed upon as a fair compensation for the same, or if the said Company and Committee cannot agree, then such sum not exceeding Five Hundred Pounds sterling, as the Board of Railway Commissioners shall fix as the amount of such compensation.

This Act and 16 Vict., cap. 37, to be Public Acts.

XI. And be it enacted, That this Act and the Act cited in the second section thereof shall be Public Acts.

CAP. LXXVI.

An Act to extend the provisions of the Railway Companies Union Act, to Companies whose Railways intersect the Main Trunk Line, or touch places which the said Line also touches.

[Assented to 17th March, 1853.]

WHEREAS it is expedient to extend the Act hereinafter Preamble.

mentioned to certain other Railway Companies than those mentioned or referred to in the said Act: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to reunite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same, That the Act passed in the present Session of the Parliament of this Province, and intituled, *An Act to empower any Railway Company whose Railway forms part of the Main Trunk Line of Railway throughout this Province, to unite with any other such Company or to purchase the property and rights of such Company, and to repeal certain Acts therein mentioned incorporating Railway Companies*; and all the enactments and provisions therein contained, shall extend and apply to and include any Railway Company whose Railway intersects the Main Trunk Line of Railway contemplated by the Legislature in passing the Act of the now last Session of the Provincial Parliament, intituled, *An Act to make provision for the construction of a Main Trunk Line of Railway throughout the whole length of this Province, or touches any city, town or place which the said contemplated Main Trunk Line of Railway also touches, subject always to the amendments and provisions hereinafter made: Provided always that nothing in this Act or in the Act hereby extended, shall be construed to extend the Provincial Guarantee to any Railway which is not otherwise entitled to the same.* Act 16 Vict. cap. 39, extended to certain other Companies.

II. And be it enacted, That if one of the Railway Companies forming a Union under the Provincial Act first above cited and this Act, be *The Grand Trunk Railway Company of* 14 & 15 Vict. cap. 73. Proviso. Provision as to corporate name, Directors, &c., if one of the Companies

united to the
Grand Trunk
Railway Com-
pany of Canada.

Canada, incorporated by an Act of the present Session, chaptered thirty-seven, or any Company formed by the Union of the said Company with any other, then the corporate name of the Company formed by such Union shall be *The Grand Trunk Railway Company of Canada*, and the Directors of the Company so formed shall have the right of voting by proxy, and other the rights and powers vested in the Directors of the said Grand Trunk Railway Company of Canada by the Act incorporating the same, and the number of the Directors of the Company formed by such Union shall be eighteen, (twelve of whom shall be elected by the Shareholders, and six appointed by the Governor of this Province,) unless and until such Company shall renounce the benefit of the Provincial Guarantee, in which case all the Directors shall be elected by the Shareholders; and if there shall be at the time of such Union more than six Directors of one or both of the Companies forming the same, who have been appointed by the Governor of this Province, then such of the said Directors as the Governor shall designate shall retire from office, so as to reduce the number of Government Directors to six; and the Directors elected by the Shareholders of each of the United Companies who shall remain in office until others shall be elected in their stead, shall be determined according to the agreement made by the said Companies under the Provincial Act first above cited and extended.

Provision as to
corporate name,
Directors, &c.;
if no one of the
Companies
united to the
Grand Trunk
Railway Com-
pany of Canada.

III. And be it enacted, That if no one of the Companies forming such Union as aforesaid be *The Grand Trunk Railway of Canada*, or a Company formed by the Union of the said Company with any other, then the Corporate name of the Company to be formed by such Union shall be such as shall be determined by the agreement made under the Provincial Act first above cited and extended, between the Companies forming such Union; and if no one of such Companies shall have Directors appointed by the Governor of this Province, then the number of Directors after such Union and those of them who shall remain in office until others are elected in their stead, shall be determined according to such agreement: but if there be Directors of any one of such Companies appointed by the Governor, then the number of Directors after such Union shall be eighteen, of whom twelve shall be elected by the Shareholders and six shall be appointed by the Governor, unless and until such Company shall renounce the benefit of the Provincial Guarantee, in which case all the Directors shall be elected by the Shareholders; and if there shall be at the time of such Union, more than six Directors of one or both of the Com-

panies forming such Union who have been appointed by the Governor, then such of the said Directors as the Governor shall designate shall retire from office, so as to reduce the number of Government Directors to six ; and the Directors elected by the Shareholders of each of the United Companies who shall remain in office until others shall be elected in their stead, shall be determined according to the agreement made by the said Companies under the Provincial Act first above cited and extended.

Agreement for Amalgamation between the Grand Trunk Railway Company of Canada East, the Quebec and Richmond Railroad Company, the St. Lawrence and Atlantic Railroad Company, the Grand Junction Railway Company, Toronto and Guelph Railway Company, and the Grand Trunk Railway Company of Canada, entered into in London, the 12th April, 1853.

AMALGAMATION AGREEMENT.

¹
Date of Deed, 12th
April, 1853.

²
Names of Parties as-
senting to Deed of
amalgamation.

³
Act 16, Vict. cap. 37,
incorporating The
Grand Trunk Rail-
way Company of
Canada, recited.

THIS DEED is made on the twelfth day of April, One thousand eight hundred and fifty-three, Between the Grand Trunk Railway Company of Canada, of the first part; the Grand Junction Railroad Company of the second part; the Grand Trunk Railway Company of Canada East, of the third part; the Quebec and Richmond Railway Company, of the fourth part; the St. Lawrence and Atlantic Railroad Company, of the fifth part; the Toronto and Guelph Railroad Company, of the sixth part; the Atlantic and St. Lawrence Railway Company, of the seventh part; and, William Jackson of Birkenhead, England, Esquire, and the Honorable John Ross, of Belleville, Canada, of the eighth part.

WHEREAS by an Act of the Provincial Legislature of Canada, passed in the sixteenth year of Her Majesty's Reign, intituled, "An Act to incorporate the Grand Trunk Railway of Canada," certain persons were incorporated under the title of *The Grand Trunk Railway Company of Canada*, and were authorized to make and complete a railway from the City of Toronto, through the Towns of Port Hope, Cobourg and Belleville, to the City of Kingston, thence through the Towns of Brockville and Prescott to a point in the Eastern Boundary Line of the Township of Osnabruck, thence to St. Raphael's, and thence to the River Ottawa, and across the said River to a point between the lake of the Two Mountains and the

Village of St. Ann's and thence to the City of Montreal; and by such Act it is provided, that it shall be lawful for the Company to raise and contribute among themselves, in such proportions as to them shall seem convenient, the necessary capital for making, completing and using the said railway and works, not exceeding the sum of Three Millions sterling, such sum to be divided in shares of Twenty-five Pounds sterling, each; and certain provisions are therein contained as to the number of Directors of the Company, and the appointment, election and qualification of such Directors; and by such Act it is also provided, that the guarantee of the Province may be given to the Company thereby incorporated, to an amount not exceeding the sum of Three Thousand Pounds for every mile in length of the said Railway, and that so soon as it shall be ascertained by the Report of any Engineer, to be appointed for the purpose by the Governor of the Province, that one hundred thousand pounds sterling has been actually, and with due regard to economy, expended on the said Railway by the Company, in works or materials delivered on the ground, or both conjointly, the guarantee of the said Province may be given to the extent of Forty Thousand Pounds sterling, and so *toties quoties* whenever it shall be ascertained in like manner that another sum of One Hundred Thousand Pounds sterling has been so expended, until such guarantee shall be given to the extent thereby limited. AND whereas, such Company has been formed, and the amount of Bonds of the Provincial Government which is authorised to be issued under the provisions of the said act and of the different acts recited therein, is One Million and Thirty-five Thousand Pounds. AND whereas by an agreement dated the fourteenth day of December, One thousand eight hundred and fifty-two, between The Grand Trunk Railway Company of Canada, of the first part; and William Jackson, Samuel Morton Peto, Thomas Brassey and Edward Ladd Betts, all of the City of London, (hereinafter called the Contractors,) of the second part, the contractors agreed to make, construct, complete and equip the said Grand Trunk Railway, at the rate of seven thousand six hundred and twenty-five pounds sterling per mile, on the terms and conditions in such contract mentioned. AND whereas, by another agreement dated the twenty-third day of March, One thousand eight hundred and fifty-three, between the said Grand Trunk Railway Company of Canada, of the first part, and the said Contractors of the second part, the last mentioned contract was modified, and it was thereby agreed, that instead of the rate per mile therein stipulated for, the price to be paid by the Company to the Contractors

⁴
Capital, £3,000,000 Sterling.

⁵
Provincial guarantee to be given to the extent of £3,000, sterling, per mile, at the rate of £10,000 for every £100,000 expended on the Works.

⁶
Amount of Provincial Bonds to be issued to the Grand Trunk Railway Company, £1,035,000 sterling.

⁷
Contract with Jackson, Peto, Brassey, & Betts, dated 14th December, 1852, to construct the Grand Trunk Railway for £7,625 sterling per mile.

⁸
Second Contract with Jackson, Peto, Brassey, and Betts, modifying the former Contract. The sum to be paid the Contractors to be £3,000,000 sterling, for construction and equipment of the road, date of Contract 23rd March, 1853.

9
 Payment to be as follows:— £1,035,000 in Provincial Debentures, £982,500 in Company's Debentures, £52,500 in Stock.

10
 Debentures and Stock to be lodged with G. C. Glyn, Ths. Baring, and S. M. Peto, and Thomas Brassey, and sold for account of the Contractors.

11
 Contractors to pay interest on Debentures and Stock until the Railway is finished.

12
 Payment to be made at the rate of 60 per cent. of the Engineer monthly certificates.

13
 £10,000 set aside for the payment of Salaries, &c.

for making, completing and stocking the said Railway with all the incidents and appurtenances specified in the said recited agreement, should be the sum of Three millions pounds sterling, without additions or deductions of any kind, and that such contract sum should be paid as follows: one million and thirty-five thousand pounds sterling, in Canadian Provincial Government Debentures, payable in twenty years, in London, and meantime bearing interest at Six per cent. payable half-yearly in London; nine hundred and eighty-two thousand five hundred pounds in Debentures of the Company, payable in twenty-five years, in London, and meantime bearing interest at the rate of Six per cent. payable half-yearly in London; and nine hundred and eighty-two thousand five hundred pounds, in Stock of the Company; and that such Debentures, and the certificates for the Stock, should be handed over to George Carr Glyn and Thomas Baring, Esquires, on behalf of the Company, and Samuel Morton Peto and Thomas Brassey, Esquires, on behalf of the Contractors, (therein and hereinafter called the Trustees,) to be sold or transferred, as the Contractors should direct, and the proceeds of such sales should be invested in such security as the Contractors should require, and should constitute the fund from which the payment should be made to the Contractors, as therein provided. And it was thereby also provided, that the interest on the Debentures and Stock so sold or transferred, and also on the Provincial Government Debentures, should be paid by the Contractors, until the whole line of Railway should be completed and ready for opening: and that when the Engineer of the Company should certify that the Contractors had expended fifty thousand pounds in the purchase of land, or in works and materials, or plant brought on the line, and in payment of interest, an order should be given to the Trustees for payment of sixty per cent. of the amount of such certificate, and that at the end of each calendar month from the date of the first certificate, the Engineer should certify the value of the work done, and plant and materials provided during such previous month, and thereupon, in like manner, a like order should be given for a like payment or transfer of a sum equal in nominal amount to sixty per cent. of the amount of such certificate; and so *toties quoties* when, and as each monthly certificate should be given, and on the final certificate of completion, the balance remaining in the hands of such Trustees, except so much of the sum of forty thousand pounds, therein mentioned as set aside for the payment of the expenses of the Company, as had not been expended, should be paid over to the Contractors; and in such contract is contained a provision for payment,

by the said Trustees, of the salaries and other expenses therein mentioned, out of the said sum of forty thousand pounds; and it is thereby also provided, that if any section of the line should be completed and stocked, so as to be ready for traffic, before the completion of the whole railway, it shall be at the option of the Company to accept such portion, and to work the same thenceforth at their own risk, and if they should decline to do so, the Contractors should be at liberty to open and work the same, and that, if the Company accepted such option, the Contractors should be relieved from the payment of interest on an amount of capital equal to the expenditure on the section or portion so opened, and on the plant provided for working the same; and it was thereby also provided, that the period for the completion of the railway might be extended on the contingencies, and subject to the arbitration therein mentioned; and that the now reciting contract and the original contract should be subject to such modifications, as to the mode of payment and the nature of the securities, in and by which, payment was to be made, and as to the interim investment of the funds, as might become necessary or expedient in case of the union or amalgamation of any other Company with The Grand Trunk Railway Company, so that the terms and conditions as to the construction, and equipment, and price, should be retained and preserved. AND whereas, by another Act of the Provincial Legislature of Canada, passed in the sixteenth year of Her Majesty's Reign, intituled, "An Act to provide for the incorporation of a Company to construct a Railway from opposite Quebec to Trois Pistoles, and for the extension of such Railway to the Eastern Frontier of the Province," the Governor was authorized on the terms therein mentioned, to issue a Proclamation incorporating a Company to be called The Grand Trunk Railway Company of Canada East, for the construction of such Railway; and it is by such Act provided, that the Company may raise for such purpose a capital not exceeding One million pounds; and by such Act it is also provided, that the guarantee of the Province shall be given to such Company to the same extent and in the same manner as is provided under the last hereinbefore recited Act. AND whereas, such Company has been incorporated, and the amount of Government Bonds which the Company would be entitled to require, under the provisions of the before mentioned Act, is four hundred and fifty-nine thousand pounds. AND whereas, by a contract bearing date the twenty-third day of March, One thousand eight hundred and fifty-three, made between The Grand Trunk Railway Company of Canada East, of the first part, and the said William Jackson, Samuel

14
If the Company receives any portion of the road before the whole is completed, the Contractors to be released from the payment of interest on the amount of capital expended on such portions.

15
Contract subject to modification in case of union or amalgamation with other Companies.

16
Act 16, Vic. cap. 38, incorporating The Grand Trunk Railway Company of Canada East.

17
Capital of the Grand Trunk Railway Company of Canada East, to be £1,000,000 sterling, with Provincial guarantee.

18
Amount of Provincial Bonds to be issued to the Grand Trunk Railway Company of Canada East, to be £459,000.

19
Contract with Jackson, Peto, Brassey, and Betts, for the construction of the road, dated 23rd March, 1853, for

£1,224,000, with same conditions as preceding contract.

20
Payment to be as follows:
£150,000 sterling, in Provincial Debentures £382,500 sterling, in Company's Debentures £382,500 sterling in Stock.

21
£13,000 sterling set aside for payment of salaries, &c.

22
In case the Company be not authorized to raise a larger amount of capital equitable arrangements to be made between the Company and the Contractors.

Morton Peto, Thomas Brassey and Edward Ladd Betts, hereinafter called the contractors, of the second part, the contractors agreed with the Company to purchase and provide the land necessary for the Railway, and to make, construct and equip the same, in manner therein mentioned, on or before the first November, One thousand eight hundred and fifty-eight, for the sum of one million, two hundred and twenty-four thousand pounds; and by such contract it is provided that, if any section of the Line should be completed and stocked before the entire Railway is finished, it should be at the option of the Company to accept such portion and to work the same at their own risk, and if they should decline to do so, the contractors should be at liberty to open such portion at their risk and for their benefit, and that, on such portion being opened by the Company, the contractors should be relieved from the payment of interest on an amount of Capital equal to the expenditure on the section so opened, and on the plant provided for working the same; and it is thereby provided, that such contract sum shall be paid as follows; namely, four hundred and fifty-nine thousand pounds sterling, in Canadian Provincial Debentures, three hundred and eighty-two thousand five hundred pounds sterling in debentures of the Company, and three hundred and eighty-two thousand five hundred pounds, in stock or shares of the Company, and that such payments shall be made in the same manner as is provided by the hereinbefore recited agreement for the construction of The Grand Trunk Railway, with a provision for the retention by the Trustees therein named, (being the same Trustees as are named in the last recited contract,) of the sum of thirteen thousand pounds, for the payment of the salaries and other purposes therein mentioned; and a similar provision is contained in the now reciting agreement, for the modification thereof, in the event of the amalgamation with The Grand Trunk Railway, to that contained in the lastly hereinbefore recited agreement, and by such contract, after reciting the provisions of the Railway Clauses Consolidation Act, authorising an increase in the Capital of the Company, and that the contract with the contractors amounted to a larger sum than the Company are at present authorised to raise, it is provided that the necessary steps shall be taken to enable an increase to be made in the capital of the Company, for the purpose of more effectually carrying into effect the provisions of the now reciting contract, and that in case the Company shall not be authorised to create such additional capital, such equitable arrangement shall be made between the Contractors and the Company as will relieve the Contractors from the obligation

to construct and equip the whole of the Railway, except on payment of the contract sum herein-before referred to. And whereas, by an Act of the Provincial Legislature of Canada, passed in the sixteenth year of Her Majesty's reign, and intituled, "An Act to incorporate the Grand Junction Railway Company," a Company was incorporated for the purpose, among other things, of laying out, making, constructing and finishing a Railway, on and over any part of the country lying between Belleville and Peterborough, with certain extensions thereof, subject, however, to the approval and sanction of the Government of Canada; and by such Act the capital of the Company is fixed at the sum of One million pounds, to be divided into fifty thousand shares of twenty pounds each, and to be raised as therein mentioned. **AND** whereas such Company has been formed, and by a contract dated the twenty-third March, One thousand eight hundred and fifty-three, between the Grand Junction Railway Company, by the Honorable John Ross, as their agent, duly authorised to act in their behalf, on the one part, and the said William Jackson, Samuel Morton Peto, Thomas Brassey and Edward Ladd Betts, hereinafter called the Contractors, of the other part: the Contractors have agreed to make, construct and complete the section or part of the said Railway lying between Belleville and Peterborough, being a distance of about fifty miles, in manner and character in such contract mentioned, for the sum of four hundred thousand pounds, which sum is provided to be paid: one half in Debentures of the Company, payable in London twenty-five years after the dates on which they are respectively issued, bearing interest, payable half-yearly in London, at the rate of six per cent. per annum; and the remaining half in stock or shares of the Company, to be entered on the register as fully paid up. And by such contract it is provided that such Railway shall be completed on or before the first day of January, in the year of Our Lord One thousand eight hundred and fifty-nine; and that the payments to the Contractors shall be made as the works proceed, in Shares and Debentures, on the certificates of the Engineer, in the manner and subject to the stipulations in such contract contained. And by such contract it is also provided, that the interest upon the Debentures or Stock to be from time to time sold or transferred to parties other than the Contractors, shall be from time to time paid by the Contractors, until the whole of the Railway shall have been stocked and ready to be opened for Traffic; and such contract also provides, that the sum of four thousand pounds shall be set aside for payment of the salaries, and other expenses therein mentioned. **AND** whereas an Act

23
Act 16, Vict. cap. 43,
incorporating the
Grand Junction Rail-
way Company, re-
cited.

24
Capital of the Com-
pany to be £1,000,000
sterling.

25
Contract for the con-
struction of the
Grand Junction Rail-
way, by Jackson,
Peto, Brassey, and
Betts, dated 23rd
March, 1853, for the
sum of £100,000,
from Belleville to
Peterborough.

26
Payment to be one
half in Company's
Debentures, and one
half in Stock.

27
Railway to be com-
pleted on or before
1st January, 1859.

28
Interest on Deben-
tures and Stock to
be paid by the Con-
tractors, until com-
pletion of the Road.

29
£4,000, set apart for
the payment of sala-
ries.

30
Act 14 and 15, Viet
cap. 148, incorporat-
ing The Toronto
and Guelph Railway
Company, recited.

31
Act 16, Viet., cap. 41,
amending former
Act, recited.

32
Capital £325,000 Cy.
with powers to in-
crease it.

33
Railway may be ex-
tended from Guelph
to Sarnia with an in-
crease of £1,000,000,
ex., to the capital of
the Company.

34
Contract with C. S.
Gzowski, D. L. Mc-
Pherson, Luther H.
Holton, and A. T.
Galt, dated 28th No-
vember, 1852, to con-
struct the Railway
from Toronto to
Guelph.

35
Another Contract
with the same par-
ties to construct the
Railway from Guelph
to Sarnia, dated 15th
February, 1853.

was passed by the Provincial Legislature of Canada, in the fourteenth and fifteenth years of Her Majesty's reign, intituled, "An Act to incorporate the Toronto and Guelph Railway Company," under which a Company has been incorporated, for the purpose of constructing a Railway between Toronto and Guelph. AND whereas, another Act was passed by the Provincial Legislature of Canada, in the fifteenth and sixteenth years of Her present Majesty's reign, intituled, "An Act to amend an Act to incorporate the Toronto and Guelph Railway Company," whereby the capital of the said Company was declared to be the sum of three hundred and twenty-five thousand pounds, Provincial Currency, divided into sixty-five thousand shares, of five pounds each; and it was provided that such capital might, if necessary, from time to time be increased in the manner provided for by the Railway Clauses Consolidation Act. And by such Act it is also provided, that it should be lawful for the said Company to extend their Railway from the Town of Guelph, through the Village of Stratford to the waters of the River St. Claire, at Port Sarnia, and for that purpose to raise in such manner as the Directors should think fit, a further sum of one million pounds provincial currency, or such further amount of capital as should from time to time be deemed to be necessary for the proper and efficient construction, maintenance and working of such extension. AND whereas, by an indenture, dated the twenty-sixth day of November, One thousand eight hundred and fifty-two, between the Toronto and Guelph Railway Company, of the first part, and Casimir Stanislaus Gzowski, David Lewis McPherson, Luther Hamilton Holton, and Alexander Tilloch Galt, hereinafter called the "Canadian Contractors," of the second part. The Canadian Contractors agreed to execute the portion of the Railway from Toronto to Guelph, on the terms and conditions therein mentioned. And by another indenture, dated the eighteenth of February, One thousand eight hundred and fifty-three, made between the same parties, the Canadian Contractors agreed on the conditions therein mentioned, to execute the remaining portion of the said Railway, being that from Guelph to the Port of Sarnia. AND whereas, by another agreement, dated the twenty-fourth day of March, One thousand eight hundred and fifty-three, between the Toronto and Guelph Railway Company, represented by Alexander Gillespie, Esquire, of the one part, and the said Canadian Contractors, represented by Alexander Tilloch Galt, of the other part. After reciting the before last mentioned contracts, and that an Act had lately passed authorising the amalgamation of the

Grand Trunk Railway Company of Canada, with various other companies, and that it had been agreed that in case such amalgamation should take place, the before mentioned contracts with the Canadian Contractors should be vacated, and that a new contract should be made between them for the purchase of land for, and for the construction, completion and equipment of the Railway between Guelph and the Port of Sarnia on the terms and conditions in such contract contained, it is by the now reciting contract agreed, that in case the amalgamation should be effected within six Calendar months from the date thereof, the before recited contracts should be annulled, and that present contract should come into effect; in case the now reciting contract should come into operation, the Canadian Contractors agreed to complete the Railway from Toronto to Guelph, and from Guelph to the Port of Sarnia, being a distance of about one hundred and seventy-two miles, and all the stations thereof, and to equip and stock the same in accordance with the specifications therein referred to, on or before the first day of July, One thousand eight hundred and fifty-seven, for the sum of One million three hundred and seventy-six thousand pounds sterling; and by such contract it is provided that, if any portion of the Line shall be completed and stocked so as to be ready for traffic before the completion of the whole Railway, it should be at the option of the Company to accept the same and to work it for their own benefit; and if they should decline so to do, the Contractors should be at liberty to open and work such portion at their risk and for their benefit, and that in case the Company should accept and open any such portion, the Contractors should be relieved from the payment of interest on an amount of capital equal to the expenditure on the section so opened, and on the plant provided for working the same; and by such contract it is provided, that the interest on the capital called up by the Company, for the purposes of the contract, should be paid by the Contractors, until the whole of the Railway should be completed and stocked, so as to be ready to be opened for traffic, and that the contract price should be paid to the Contractors on the certificates of the Engineer, in manner therein mentioned, subject, however, to the reservation of the sum of thirteen thousand pounds, to be applied in payment of the salaries and expenses therein mentioned; and by such contract it is provided, that the necessary steps shall be taken by the Company to enable them to make such increase of capital as would be necessary for the due fulfilment of the contract. AND, whereas, by an Act of the Provincial Legislature of Canada, passed in the thirteenth and fourteenth years of the Reign of Her present Majesty, intituled, "An

36
Contracts of the 26th November, 1852, and 18th February, 1853, with C. S. Gzowski and Company, to be annulled in case of amalgamation, and a new one under date 24th March, 1853, for the construction of the Road from Toronto to Sarnia, to be made.

37
Railway to be completed by the 1st July, 1857, for the sum of £1,376,000 Sterling, with similar conditions as to payment of interest, &c., as inserted in the contracts of Messrs. Jackson and Co.

38
£13,000 to be reserved for the payment of salaries, &c.

39
Act 13 & 14 Vict., cap. 116, incorporating The Quebec and Richmond Railroad Company, recited.

Act to incorporate Peter Patterson, Esq.," and others, under the name of the "Quebec and Richmond Railway Company," a Company was incorporated for the construction of a Railroad from a point on the South shore of the River St. Lawrence opposite the City of Quebec, to the Village of Richmond or the neighbourhood thereof, there to connect with the Saint Lawrence and Atlantic Railway, and by such Act the Company was authorised to raise a capital not exceeding six hundred and fifty thousand pounds, provincial currency, to be divided into fifty-two thousand shares of twelve pounds ten shillings each, and also to borrow the sum of one hundred and fifty thousand pounds, provincial currency.

40
Contract dated 20th October, 1852, with Jackson, Peto, Brassey and Betts, to construct and equip the Quebec & Richmond Railroad.

41
Road to be completed by the 1st December, 1855, for the sum of £650,000 Sterling.

42
Payment to be made as follows:—
£250,000 Sterling, in Provincial Debentures, £100,000 Sterling in Company's Debentures, £205,000 Sterling in Cash, £95,000 Sterling in Stock.

43
Contractors to pay interest on Shares and Debentures.

44
Act 8 Vict., cap. 25, incorporating The St. Lawrence and Atlantic Railroad Company, recited.

45
Capital £600,000 cy. with power to add £500,000 cy. more.

46
Act 10 & 11 Vict., cap. 65, amending former

AND whereas, by a contract, dated the twentieth day of October, One thousand eight hundred and fifty-two between William Jackson, Samuel Morton Peto, Thomas Brassey and Edward Ladd Betts, hereinafter called the "Contractors," of the one part, and the Quebec and Richmond Railway Company of the other part, the Contractors agreed to construct, complete and equip the Railway therein described, according to the plans and specifications therein referred to, by the thirty-first day of December, one thousand eight hundred and fifty-five, for the sum of six hundred and fifty thousand pounds sterling, to be paid as follows, *videlicet*, two hundred and fifty thousand pounds sterling, in Debentures of the Government of the Province, one hundred thousand pounds in Debentures of the Company, two hundred and five thousand pounds in Cash, being the produce of shares subscribed for in England, and the balance after crediting the amount which might be paid upon shares subscribed for in Canada, in shares of the Company; and by such contract it is provided, that the Contractors shall pay half-yearly, in sterling, in London, interest at the rate of six pounds per cent. on the amount of shares and debentures which may be issued by the Company. AND whereas, an Act of the Provincial Legislature of Canada was passed in the eighth year of the reign of Her present Majesty, intituled, "An Act to incorporate the Saint Lawrence and Atlantic Railroad Company," under which a Company was incorporated and empowered to construct a Railroad from the River Saint Lawrence, opposite the City of Montreal, in the general direction of St. Hyacinthe and Sherbrooke, to the boundary line between Canada and the United States, at such point as would best connect with the Atlantic and Saint Lawrence Railway, and by such Act, the Company was empowered to raise a capital of six hundred thousand pounds currency, with a power to raise an additional sum of five hundred thousand pounds currency. AND whereas, an Act was passed in the tenth and eleventh years of the reign of Her present Majesty, intituled, "An Act to

amend the Act incorporating the Saint Lawrence and Atlantic Railroad Company," and to extend the powers of the said Company, and three other Acts have been since passed for the purpose of amending and enlarging the powers of the Saint Lawrence and Atlantic Railway Company, under the last of which Acts, and an agreement executed in pursuance thereof, the Saint Lawrence and Atlantic Railway Company are now entitled to that portion of the Atlantic and Saint Lawrence Railway, which lies between Island Pond and the boundary line of the Province of Canada. AND whereas, the said Saint Lawrence and Atlantic Railway is nearly completed, and the capital which they are authorized to raise, is one million, two hundred and twenty-five thousand pounds currency, of which, the sum of two hundred and forty-six thousand, one hundred pounds, or thereabouts, has been raised by shares, and six hundred and thirty three thousand pounds sterling or thereabouts, by borrowing; and it is anticipated that the sum of three hundred thousand pounds sterling will be required for the purpose of fully completing and equipping the said Railway. AND whereas, Provincial Debentures to the amount of sixty-seven thousand, eight hundred pounds, have been issued to the said Saint Lawrence and Atlantic Railway Company, and are now held by them. AND whereas, by an Act of the Provincial Legislature of Canada, passed in the fifteenth and sixteenth years of the reign of her present Majesty, intituled, "An Act to empower any Railway Company whose Railway forms part of the Main Trunk Line of Railway throughout the Province, to unite with any other such Company or to purchase the property and rights of any such Company, and to repeal certain Acts therein mentioned, incorporating Railway Companies," it is provided that it shall be lawful for any two or more Companies formed, or to be hereafter formed for the purpose of constructing any Railway which shall form part of the Main Trunk Line of Railway, contemplated by the Legislature, in passing an Act of the fourteenth and fifteenth years of Her present Majesty, intituled, "An Act to make provisions for the construction of a Main Trunk Line of Railway throughout the whole length of this Province," to unite together as one Company, or for any one of such Companies to purchase and acquire the property and rights of any one or more of such Companies. And it is thereby declared, that the provisions of the now reciting Act shall apply to, and include the Saint Lawrence and Atlantic Railroad Company and the whole of the Railway which that Company are empowered to construct, and shall also apply to, and include any Company which may

Act, and extending the powers of the Company.

47
Three subsequent Acts passed extending powers of the Company, viz., 12 Vict., cap. 176, 13 & 14 Vict., cap. 118, 16 Vict. cap. 47.

48
Total Capital of the St. Lawrence and Atlantic Railway Company authorised to be raised by them, in £1,225,000 cy.

49
Provincial Debentures to the amount of £67,800 held by the St. Lawrence and Atlantic R. R. Co.
50
Act 16 Vict., cap. 39, empowering any Railway forming part of the Main Trunk Line to purchase any other Line, recited.

51
Act to apply to the St. Lawrence and Atlantic Railway.

52
Provisions of the
Act 16 Vict., cap. 31,
recited.

53
Meetings of Share-
holders to be called
for ratifying or dis-
allowing such union
or amalgamation.

54
Three-fourths of the
votes of the Share-
holders required to
ratify the union.

55
When amalgamated
the United Company
to have all the rights
of the respective

have been formed by the union of any two or more Companies under this Act. And it is thereby also provided, that it shall be lawful for the Directors of any such Company as aforesaid, to agree with the Directors of any other such Company or Companies that the Companies they respectively represent shall be united as one Company, and by such agreement, to fix the terms upon which such union shall take place, the rights which the Shareholders of each Company shall possess, after such union, the number of Directors of the Company after such union, and who shall be such Directors until the then next election, the period at which such next election shall be held, the number of votes which the Shareholders of either Company shall respectively have thereat, the Corporate name of the Company after any such union, the time when the agreement shall take effect, the By-laws which shall apply to the united Company, and generally, to make such conditions and stipulations touching the terms upon which such union shall take place, as may be found necessary for the determining the rights of the said Companies respectively, and of the Shareholders thereof, after any such union, and the mode in which the business of the Company shall be managed and conducted after any such union. And it is thereby also provided, that whenever any such agreement shall have been made, as aforesaid, the Directors of each of the Companies which it is to affect shall call a special general meeting of the Shareholders of the Company they represent, in the manner provided by law for calling such general meetings, stating particularly, that such meeting is called for the purpose of considering the said agreement and of ratifying or disallowing the same, and if at such meeting of the Shareholders of each of the Companies concerned, respectively, three-fourths or more of the votes of the Shareholders attending the same, either in person or by proxy, be given for ratifying the said agreement, then the same shall have full effect accordingly, as if all the terms and clauses thereof not inconsistent with the now reciting Act were enacted in an Act of the Legislature of this Province; and if less than three-fourths of the votes of the Shareholders present at such meeting, in person or by proxy, be given in favor of ratifying such agreement, then the same shall be void and of no effect, and no other meeting shall be called to consider any agreement for a like purpose, within six months thereafter, provided always, that the first meeting of the Shareholders of any Company for considering any such agreement, shall be held within three months of the time when the same shall be made by the Directors thereof, and not afterwards. And it is thereby further provided that from and after the time when any such ratified agreement

for the union of two or more Companies shall take effect, the Companies intended to be united shall become one Company and one Corporation by the corporate name assigned to it in such agreement, and shall be invested with, and have all the rights and property, and be responsible for all the liabilities of the respective Companies, parties to such agreement, and shall be held to be to the same Corporation with each of them, so that any right or claim which would be enforced by or against either of them, may after such union be enforced, by or against the Company formed by their union, and any suit, action or proceeding pending at the time of such union, by or against either of such Companies, may be continued and completed by or against the Company formed by their union, by the corporate name assigned to it by the agreement. And it is thereby further provided, that in the case of any such union, as aforesaid, the capital of the Company formed thereby, shall be equal to the combined capitals of the Companies united, and they may raise by loan or otherwise, any sum not exceeding the total amount which such Company might raise. And it is thereby further provided, that the Legislature of the Province will make any further Legislative Provision, which may be required for the purpose of giving full effect to the now reciting Act, and to any agreement made under it, and ratified, as aforesaid, according to the true intent and purport thereof. AND whereas, by an Act of the Provincial Legislature of Canada, passed in the sixteenth year of Her present Majesty, intituled, "An Act to extend the provisions of the Railway Companies Union Act to Companies whose Railways intersect the Main Trunk Line, or touch places which the said Line also touches." It is provided that the hereinbefore recited Act, intituled, "An Act to empower any Railway Company whose Railway forms part of the Main Trunk Line of Railway throughout this Province, to unite with any other such Company, or to purchase the property and rights of such Company, and to repeal certain Acts therein mentioned, incorporating Railway Companies," and all the enactments and provisions therein contained shall extend and apply to, and include any Railway Company whose Railway intersects the Main Trunk Line of Railway contemplated by the Legislature, in passing the Act of the now last session of the Provincial Parliament, intituled, "An Act to make provisions for the construction of a Main Trunk Line of Railway throughout the whole Province," or touches any city, town or place which the said contemplated Main Trunk Line of Railway also touches, subject always to the amendments and provisions therein contained. And it is thereby further provided, that if one of the Railway Companies forming a union under the here-

Companies, and shall also assume their liabilities.

56
The Capital of the United Company to be equal to the combined capitals of the Companies forming such union.

57
Act 16, Vict., cap. 76, extending the Provisions of the Union Act, 16, Vict., cap. 39, recited.

58
The Companies Union Act to apply to the Grand Trunk Railway Company of Canada.

inbefore recited Act, be The Grand Trunk Railway of Canada, or any Company formed by the union of the said Company with any other, then the corporate name of the Company formed by such union shall be "The Grand Trunk Railway Company of Canada;" and the Directors of the Company so formed, shall have the rights of voting by proxy, and other the rights and powers vested in the Directors of The Grand Trunk Railway Company of Canada, by the Act incorporating the same; and the number of the Directors of the Company formed by such union shall be eighteen, twelve of whom shall be elected by the Shareholders, and six appointed by the Governor of the Province of Canada, unless and until such Company shall renounce the benefit of the Provincial guarantee, in which case the number of Directors shall be reduced to twelve, by the retirement of the Directors appointed by the Governor; and if there shall be at any time of such union, Directors of more than one of the Companies forming the same, who have been appointed by the Governor, of Canada, then such of the said Directors as the Governor shall designate, shall retire from office so as to reduce the number of Government Directors to six; and the Directors elected by the Shareholders of each of the united Companies, who shall remain in office until others shall be elected in their stead, shall be determined according to agreement made by the said Companies under the Provincial Act first therein cited and extended. AND whereas, by another Act of the Provincial Legislature of Canada, passed in the sixteenth year of Her present Majesty, intituled, "An Act to provide for the construction of a general Railway Bridge over the River Saint Lawrence, at or in the vicinity of the City of Montreal," it is provided, that The Grand Trunk Railway Company of Canada, or any Company which shall be formed by the union of the said Company with any one or more Railway Companies, under the Act in that behalf, shall have full power and authority to construct a Railway Bridge to be called and known as the "Victoria Bridge," across the River Saint Lawrence, from some point in the City or Parish of Montreal, to some point in the Parish of Antoine de Longueuil, or in the Parish of Laprairie de la Magdeleine, and to construct on either side of the said River and within the said City, or any of the said Parishes, such Branch Railways, wharves, embankments, piers, stations, inclined plains and other works of any kind, as may be necessary for the convenient using of the said Bridge. AND it is thereby further provided, that it shall be lawful for the Directors of the Company, constructing the said Bridge, to increase the

⁵⁹
The number of Directors of the amalgamated Grand Trunk Railway Company, to be 18, 12 to be elected by the Shareholders, and 6 appointed by the Governor.

⁶⁰
If the Company renounce the benefit of the Government guarantee, the number of Directors to be only 12, elected by the Shareholders.

⁶¹
Act 16, Vict., cap. 75, authorising the construction of a Railway Bridge over the Saint Lawrence at Montreal, recited.

⁶²
The Grand Trunk Railway Company of Canada may construct such Bridges.

⁶³
To be called the "Victoria Bridge."

⁶⁴
Capital Stock of the Company constructing such Bridge to be increased £1,500,000 Sterling.

capital stock of the said Company, by such sum not exceeding the sum of one million five hundred thousand pounds sterling, as might be requisite for the constructing thereof. AND whereas, by an agreement made the twenty-third day of March, in the year of our Lord One thousand eight hundred and fifty-three, between The Grand Trunk Railway Company of Canada, by the Honorable John Ross, duly authorised to act on their behalf, of the one part, and William Jackson and Samuel Morton Peto, Thomas Brassey, and Edward Ladd Betts, hereinafter called the Contractors, of the other part, subject to the passing of the Bill therein recited, being the act lastly hereinbefore recited, and subject also to the amalgamation of the several Companies being carried into effect, the Contractors agreed to make, build, construct and complete the said Tubular Bridge over the River St. Lawrence, at Montreal, with all works necessarily or properly appurtenant thereto, in accordance with the plans and sections and specifications thereunto annexed, and in case the payments thereafter stipulated for, and duly and punctually made, to complete the said Bridge within the period or extended period therein mentioned. AND it is thereby further agreed, that, in consideration of one million four hundred thousand pounds, to be increased to one million five hundred thousand pounds on the contingencies therein mentioned, the Contractors undertake all risks and contingencies, and that such Contract sum shall be paid to the Contractors by The Grand Trunk Railway Company, in cash, on the monthly certificates of the Engineer. AND whereas, only a small proportion of the shares in The Grand Trunk Railway Company, The Grand Trunk Railway Company of Canada East and The Grand Junction Railroad Company, have been issued. AND whereas, the amount of Government Bonds unissued in respect of The Grand Trunk Railway Company, The Grand Trunk Railway Company of Canada East, the Quebec and Richmond Railway Company, and the Saint Lawrence and Atlantic Railway Company, is one million eight hundred and eleven thousand, five hundred pounds. AND whereas, the amalgamation of all the Companies whose Railways intersect or join the Main Trunk Railway through the Province, is highly desirable with a view to economical and efficient management, by one body, and such amalgamation would be very beneficial to the public, and also the several Shareholders in each of the separate Companies, and such amalgamation has been agreed upon, between the Directors of the several Companies upon the terms and conditions hereinafter contained. NOW THESE PRESENTS WITNESS, that each of the said several Com-

65
Contract, dated 23rd March, 1853, with Jackson, Peto, Brassey, and Betts, for construction of the Bridge.

66
Price for a Tubular Bridge to be £1,400,000 sterling, to be increased, if necessary, to £1,500,000 sterling.

67
Amount of Provincial Bonds to be issued to the Companies forming the amalgamated Grand Trunk Railway Company of Canada, is £1,811,500 sterling.

68
The amalgamation of the Companies intersecting or forming the Main Trunk Line of Railway through the Province is desirable.

panies of the second, third, fourth, fifth, and sixth part, doth hereby, subject to the approval of the Shareholders, in accordance with the provisions of the Act of Parliament hereinbefore recited, covenant and declare, with and to the said Company, parties hereto of the first part, and the said Company, parties hereto of the first part, doth hereby, subject as aforesaid, covenant and declare, with and to each of the said Companies, parties hereto of the second, third, fourth, fifth and sixth parts, as follows, that is to say:—

69
From 1st July, 1853, the undermentioned Railway Companies agree to unite and amalgamate into one Railway Company, to be called *The Grand Trunk Railway Company of Canada*; viz: The Grand Trunk R. W. Co. of Canada, The Grand Trunk R. W. Co. of Canada East, The Quebec and Richmond R. R. Co., The St. Lawrence and Atlantic R. R. Co., The Toronto and Guelph Railway Co., The Grand Junction Railway Company.

70
The United undertaking to comprise the construction and maintenance of the Victoria Bridge.

71
The Railway Clauses Consolidation Act, to apply to the amalgamated Company.

72
The Capital of the United Company to consist of the aggregate of the capital of the Companies forming it.

73
The Stock of the Quebec & Richmond Railway Company.

FROM and after the first day of July, One thousand eight hundred and fifty-three, The Grand Trunk Railway Company of Canada East, the Quebec and Richmond Railway Company, the St. Lawrence and Atlantic Railway Company, The Grand Junction Railway Company, and the Toronto and Guelph Railway Company, shall be united with, and incorporated into The Grand Trunk Railway Company, and shall, together, form one Company, to be called "*The Grand Trunk Railway Company of Canada*," and the undertakings of the said several Companies shall be united into one undertaking, to be called "*The Grand Trunk Railway of Canada*," subject to the provisions of the hereinbefore recited Acts of Parliament, and to the assent of the Shareholders of the several Companies, as required by the hereinbefore recited Act to authorize the union of Companies on the Grand Trunk Line. IN the United Undertaking, is also to be included, the construction and maintenance of an Iron Tubular Bridge over the Saint Lawrence at Montreal, as projected by the Grand Trunk Railway Company, under the provisions of the Act and the contract hereinbefore recited.

2. THE several clauses of the "*Railway Clauses Consolidation Act*," with such modifications, however, as regards "*Plans and Surveys*," and "*general provisions*," as are contained in the several special Acts of the different Companies, shall apply to the amalgamated Company, and to the Directors and Shareholders thereof, as fully as if the same were herein repeated, except such of the clauses thereof as are inconsistent with the express provisions hereinafter contained.

3. THE Capital of the united Company will consist of the aggregate amount of the respective Capitals, which the several Companies forming such union may have raised or have been entitled to raise, under the authority of the several Acts of Parliament relating to such Companies respectively, together with such increase of such aggregate Capital as may from time to time be made, under the provisions of the "*Railway Clauses Consolidation Act*."

4. THE Stock or Shares of the Quebec and Richmond Railway Company, shall become stock or shares of the same

nominal amount in the Capital of the United Company, and shall rank on the Register of the United Company, as stock or shares upon which so much is paid as shall, at the time of the amalgamation, have been actually paid thereon.

to rank as Stock of the United Company, with so much paid on it.

5. THE Stock or Shares of the Saint Lawrence and Atlantic Company shall (subject to such equalization as may be necessary for the conversion thereof from currency to sterling money) become stock or shares of the same nominal amount, in the Capital of the United Company, and shall rank on the register of the United Company, as stock or shares upon which so much is paid as shall at the time of the amalgamation have been actually paid thereon, and in addition, the United Company shall take upon itself as part of the liabilities and obligations of the United Company, the sum of seventy-five thousand pounds, being the estimated amount of the arrears of interest due to the Shareholders of the Saint Lawrence and Atlantic Company, and with which sum the arrears will be fully discharged.

74
The Stock of the St. Lawrence & Atlantic Railway Company to rank as Stock of the United Company with so much paid on it.

6. SO much of the stock or shares of the Toronto and Guelph Railway Company, as have already been issued, shall also (subject to such equalization as shall be necessary for conversion from Currency to Sterling money,) become stock or shares of the same nominal amount in the Capital of the United Company, and shall rank on the Register of the United Company as stock or shares upon which so much is paid as shall at the time of the amalgamation have been actually paid thereon, and in addition thereto, the United Company, shall take upon itself as part of the liabilities and obligations of the United Company, the sum of Two thousand pounds, as arrears of interest to the Shareholders in the Toronto and Guelph Railway Company.

75
£75,000 sterling, to be paid to the stockholders of the Saint Lawrence & Atlantic Railroad Company, for arrears of interest.

76
The Stock of the Toronto and Guelph Railway Company, to rank as Stock in the United Company with so much paid on it.

7. THE Stock or shares of the remaining Companies, together with the unissued capital of the three Companies last before mentioned, and any additional capital which any of the Companies may have authority to raise, shall (subject to the equalization of such portion as is Currency, into Sterling money) rank as stock or shares of the same nominal amount in the United Company, and be disposed of as part of such stock or shares.

77
£2,000 sterling to be paid to the stockholders of the Toronto and Guelph Railway Company.

78
The stock of the remaining Companies, to rank as stock in the United Company.

8. ALL Provincial Debentures which at the time of the effecting of the said amalgamation, shall be held by any or either of the said Companies, and not issued to the Public, shall become the Property of the United Company, and shall be held at the disposal of such Company.

79
Unissued Provincial Debentures belonging to any of the Companies, to become the property of the United Company.

9. THE united capital shall be applied to the general purposes of the united undertaking.

10. THE United Company shall forthwith create stock or

80
The United Company to create stock to the

amount of £1,861,800 sterling in shares of £25 sterling, each.

81

The United Company shall create "convertible" Debentures, to the extent of £1,811,000 stg., to be hereafter exchanged for Provincial Debentures.

shares to the aggregate amount of Four millions eight hundred and sixty-four thousand eight hundred pounds sterling, in shares of twenty-five pounds each.

11. THE United Company shall also create Debentures hereinafter called "Convertible Debentures" to any aggregate amount, not exceeding One million eight hundred and eleven thousand five hundred pounds sterling, in sums of One hundred pounds each, payable at twenty years, in London, bearing interest at six per cent. per annum, payable half-yearly, in London, such Debentures to be exchangeable by the holders thereof for Bonds of the Provincial Government of Canada, payable at the same period and place, and bearing a like interest, such exchange to be effected at such time or times, and in such manner as the Directors may direct, after the successive issues of such bonds of the Government.

82

Debentures to be called "Company's Debentures," to be created to the amount of £2,097,000 sterling convertible into stock on or before 1st January, 1863.

12. THE United Company shall also create Debentures, hereinafter called "Company's Debentures," to an aggregate amount, not exceeding Two millions and ninety thousand seven hundred pounds sterling, in sums of one hundred pounds each, payable at twenty-five years, in London, bearing interest at the rate of six per cent. per annum, payable half-yearly in London, such debentures to be convertible at the option of the holders in stock of the Company, at Par, on or before the first day of January, One thousand eight hundred and sixty-three.

83

Of Company's Debentures the sum of £279,200 stg., are of the stock; the sum of £558,400 sterling, shall be reserved for certain share and bondholders.

13. OF the last mentioned Debentures there shall be reserved Debentures to the amount of Two hundred and seventy-nine thousand two hundred pounds sterling, and of the above mentioned stock or shares there shall be reserved stock or shares to the amount of five hundred and fifty-eight thousand four hundred pounds sterling, which shall be assigned in the proportion of two hundred pounds of stock for each one hundred pounds of Debentures to and among the undermentioned parties, as follows:

To the Shareholders of the Quebec and Richmond Railway Company	£405,000 0s. 0d.
To the shareholders in the St. Lawrence and Atlantic Railway Company	£262,600 0s. 0d.
To the Bondholders of the Ontario and Simcoe Railway Company	£170,000 0s. 0d.

84

Parties entitled to such debentures and stock, to signify their acceptance within 21 days from notification.

The several parties in whose favor such reserve is made, shall intimate their acceptance within twenty-one days from the notification by the United Company, that such shares and bonds are at their disposal, and in default of acceptance, the same shall be at the disposal of the Directors, who may dispose thereof in such manner as they think fit.

14. OF the remaining stock, twenty-seven thousand three hundred and thirty-six shares, or such number not exceeding that quantity as shall be required, having regard to the conversion from currency to sterling, shall be issued in exchange, for the existing stock already issued by the Quebec and Richmond Company, the Saint Lawrence and Atlantic, and Toronto and Guelph Companies.

85
27,336 shares to be issued in exchange for Quebec and Richmond, St. Lawrence and Atlantic Shares, and Toronto and Guelph shares.

15. THE residue of the stock and shares, amounting to the sum of three millions six hundred and twenty-three thousand pounds, divided into one hundred and fifty-four thousand nine hundred and twenty shares, of twenty-five pounds each, shall be so apportioned that to every holder of two hundred pounds stock or shares, there shall be appropriated and issued a "Convertible Debenture," for one hundred pounds, and a "Company's Debenture" of one hundred pounds, bearing interest, and payable respectively, as before mentioned.

86
Apportionment of remaining stock, viz: 144,920 shares, equal to £3,623,000 stg.

16. EVERY existing shareholder in the Grand Trunk Railway Company, the Grand Trunk Railway Company of Canada East, and the Grand Junction Railway Company, shall be entitled to one of such one hundred and forty-four thousand nine hundred and twenty shares of the United Company in respect of each share which he holds in any of the last mentioned Railway Companies, and also, to the same proportion of Debentures as is provided by the last clause.

87
Existing shareholders in certain Companies entitled to shares in the United Company.

17. THE shares and stock may be subscribed for and issued in Canada or elsewhere, either altogether, or from time to time, in such amounts as may be deemed advisable, and with such option to the subscribers for shares, to take all or any part of the unissued shares or stock or Debentures, as may be thought expedient, subject however, to the foregoing limitations and reservations.

88
The shares may be issued in Canada or elsewhere.

18. THE Directors may from time to time, subject, however, to the foregoing limitations and reservations, make such arrangements for the issue of shares or stock, or Debentures, to be subscribed for in Canada, or elsewhere, either for the present or for any additional capital which they may be authorized to raise, as to such Directors shall seem fit, and for payment in England, of the Dividends and interest on the shares and Debentures, at such place or places, as such Directors shall from time to time determine; and they may from time to time appoint an agent or agents of the Company, in England, or elsewhere, and may delegate to such agent or agents, such powers as the Directors shall from time to time think fit, and they may make such rules and regulations, as to the issuing of such shares and Debentures, as to the mode, time, and place of transfer of such shares and Debentures, and as to the mode, time, and place

89
Directors to have power to make arrangements for the issue of shares and Debentures in England or elsewhere.

90
And also for the payment of Dividends or Interest.

91
And for the appointment of an agent or agents, &c.

92
No call after first allotment to exceed £2 10s. on each Share and 10 per cent. on each Debenture, such calls to be at intervals of not less than 4 months.

93
A new Register of shareholders to be made and arrangements to be made for the exchange of certificates.

94
The Directors may enforce the payment of calls.

95
The profits of the United Company to be available for Dividend.

96
Six of the Directors shall be resident in England.

97
Six Directors shall be a quorum; Directors may vote by proxy.

98
Names of the first Directors.

of payment of the calls upon such shares and instalments upon such Debentures, and of the dividends or interest thereon, as shall be deemed requisite or beneficial, but no call after the first allotment shall exceed two pounds ten shillings per twenty-five pound share, or ten per cent. on each Debenture, with intervals of not less than four months between each call.

19. AS soon as conveniently may be, having regard to the different amounts paid on the shares in the different Companies, and to the necessity of equalizing the capital, by conversion of currency into sterling, a new register of shareholders shall be made, containing entries of the several amounts, and numbers of shares or stock to which the several shareholders of the United Company are entitled, and arrangements shall be made for the exchange of the certificates of the shares in each of the separate Companies, for certificates of shares in the United Company.

20. THE Directors shall have the same rights and remedies for obtaining and enforcing the payment of calls on the shareholders in each of the separate Companies, as the Directors of each separate Company would have had in case the amalgamation had not taken place.

21. THE profits of the United Company available for dividend shall be divided among the several proprietors of stock and shares in the United Capital, rateably according to the nominal amount of their respective stock and shares.

22. THE number of Directors, of the United Company as fixed by the Act, being eighteen, of whom six are to be appointed by the Government and the remainder by the Company, six of the Board at least shall be persons resident in England, and the remainder in Canada.

23. SIX shall be a quorum of Directors, of whom not less than three shall be Government Directors, and at least two shall be English Directors, present in person or by proxy, and any Director may vote by proxy at any board meeting, such proxies being themselves Directors, but no Director shall act as proxy for more than three other Directors.

24. THE following persons shall be the first Directors, namely, Thomas Baring and George Carr Glyn, of London, Esquires, The Honorable Etienne Paschal Taché, The Honorable James Morris, The Honorable Malcolm Cameron, and The Honorable René Edward Caron, all of Quebec, appointed by the Governor of Canada in Council, and Henry Wollaston Blake, Robert McCalmont, Kirkman Daniel Hodgson, and William Thompson, of London, Esquires, and The Honorable John Ross, of Brockville, The Honorable Francis Hincks, of Quebec, The Honorable Peter McGill, of Montreal, George Crawford, of Brockville, Benjamin Holmes, of Montreal,

William Hamilton Ponton, of Belleville, William Rhodes, of Quebec, and E. F. Whittemore, of Toronto, Esquires, shareholders, elective Directors.

25. THE stock qualification of shareholders, to be elected Directors of the United Company, shall be twenty-five shares of twenty-five pounds sterling each, in the United Stock, but any person may be appointed a Director by the Governor, whether he be so qualified or not, or whether he be or be not a shareholder.

26. OF the elective Directors, one third to be determined by ballot among themselves, unless they shall otherwise agree, shall go out of office at the meeting hereinafter referred to, as the period at which the first election of new Directors is to take place, and at the next ordinary general meeting, which shall be held next after the first day of January following; one half of the remaining number of such elective Directors, to be determined in like manner, shall go out of office, and at the next ordinary general meeting, which shall be held after the 1st day of January, then following, the remainder of such elective Directors shall go out of office, and in each instance the places of the retiring elective Directors, shall be supplied by an equal number of qualified shareholders: and at the ordinary general meeting held next after the first day of January, in each succeeding year, one third of the elective Directors, being those who have been longest in office, shall go out of office, and their places shall be supplied in like manner; nevertheless, every Director so retiring from office may be re-elected immediately, or at any future time, and after such re-election shall, with reference to going out by rotation, be considered as new Director, and if, in consequence of any increase or decrease in the number of Directors, the number of elective Directors shall be some number not divisible by three, the Directors shall determine what number, as nearly one third as may be, shall go out of office, so that the whole number of elective Directors shall go out of office in three years, provided that no such going out of office by rotation hereinbefore mentioned, shall have effect, unless the shareholders at such meeting as before mentioned shall proceed to fill up, and shall fill up the vacancies then occurring.

27. THE first ordinary general meeting of the shareholders in the United Company shall be held at such time and place in the Province of Canada, as the Directors may appoint, PROVIDED that public notice thereof be given, during one month, in the *Canada Gazette*, and in at least one other paper, published in each of the Cities of Toronto, Kingston, Montreal and Quebec, and at such first general meeting, the shareholders present in person or by proxy, and qualified to

99
Qualification of elective Directors to be 25 shares each, Government Directors not required to hold stock.

100
Retirement of Directors.

101
First Ordinary General Meeting of shareholders.

102
Notice of Meetings to be published for one month.

vote, shall determine the period at which the first election of new Directors shall take place, and the time or times when the yearly or half-yearly general meetings of the Company shall take place.

103
Votes to be equal to the number of shares held.

28. THE number of votes to which each shareholder in the united undertaking shall be entitled, on every occasion when the votes of the shareholders of the Company are to be given, shall be equal to the number of twenty-five pound shares held by such shareholder, and in case such shareholder is a holder of shares which have not been converted into twenty-five pound shares of the United Company, then the number of votes to which each such shareholder shall be entitled, in respect of such unconverted shares, shall be as nearly as may be, equal to the number which such shareholder would have had, if such shares had been converted into twenty-five pound shares.

104
Appointment of three Auditors.

29. THE Shareholders at the first ordinary General Meeting, shall appoint three Auditors, being shareholders, to audit all accounts of money laid out and disbursed on account of the united undertaking, and at each General Meeting at which Directors shall go out of office, one of such Auditors (to be determined in the first and second instance by ballot between themselves, unless they shall otherwise agree, and afterwards by seniority,) shall go out of office, and the shareholders shall elect an auditor to supply the place of the auditor retiring from office; and every auditor elected as hereinbefore provided, being neither removed nor disqualified, nor having resigned, shall continue an auditor until another be elected in his stead; and any auditor going out of office shall be immediately re-eligible, and after any re-election, shall, with respect to going out of office by rotation, be deemed a new auditor; and the auditors from time to time in office shall examine and report upon the accounts of the Company for the year which shall elapse during their period of office, and shall have all necessary powers and facilities for that purpose.

105
Directors may make By-laws

30. THE Directors of the United Company may from time to time make By-laws for the management and disposition of the stock property and business affairs of the United Company, not inconsistent with the laws of Canada, and for the appointment of all officers, servants and artificers, and prescribing their respective duties.

106
The provisions of the several contracts with Jackson & Co., and Gzowski & Co., to be modified and new contracts to be entered into.

31. THE provisions of the several hereinbefore recited agreements, by the separate Companies, with Messrs. Jackson, Peto, Brassey and Betts, hereinafter called the Contractors, and with Messrs. Gzowski and Company, hereinafter called the Canadian Contractors, are to be modified, and a

new contract or new contracts entered into with the amalgamated Company, upon the terms and to the effect contained in the Draft of such contract, hereunto annexed, by way of schedule, the adoption by the Amalgamated Company of such new contract being an essential condition of such amalgamation.

32. THE United Company shall bear and pay the interest payable on the Debentures and shares or stock of the Company, that is to say, at the rate of Six per cent. per annum, upon the amount from time to time actually paid up from the date of the amalgamation, until the final completion of all the works comprised in the said recited agreements, and if the Fund derived from the payment of interest by the Contractors during construction, as provided in the said contract hereto annexed, and from the net earnings of the different Railways included in the amalgamation, as successively opened for traffic, shall, in any half-year exceed the amount required for payment of such interest the excess shall be held in reserve, and if such fund shall in any half-year be insufficient for such payment of interest in full, the deficiency shall be made good out of such reserve, or, if necessary, out of Capital, and if made good out of Capital, the amount so advanced shall be repaid out of any future reserve, until final completion, as aforesaid.

33. The entire charges of the Engineers and staff, in relation to the construction of the Tubular Bridge, hereinbefore mentioned, shall also be borne by, and paid out of the funds of the United Company.

34. APPLICATION shall, if required, or considered expedient by the United Board, be made to the Provincial Parliament, in the next Session, for an act to confirm the amalgamation intended to be effected by this deed, and to confirm and legalise such of the provisions herein contained as to the legality whereof any doubts may be entertained, and to authorize an increase to be made in capital of the United Company, and in such Act a clause shall be inserted to authorize the Company from time to time to increase or to reduce the number of the Directors, and to determine the order of such increased or reduced number, and what number shall be a quorum, PROVIDED, that the relative proportions of English and Government Directors shall not be altered, and all such other clauses with relation to the holding of General Meetings, and the times of declaring dividends, or the like, as the Directors of the United Company shall think expedient.

35. THAT in case this agreement be not ratified and confirmed by the requisite proportion of Shareholders in each of the separate Companies, it shall nevertheless enure as to such

107
The United Company to pay Interest on Shares and Debentures, from date of amalgamation to the final completion of the road.

108
The expenses of the Engineer and staff of the Victoria Bridge to be borne by the Company.

109
An Act to be applied for, if necessary, to confirm the provisions of this agreement, and for sundry and other purposes.

110
If the agreement is not ratified by all the Companies it shall enure as to such of

the Companies as shall ratify it.

111
Incorporation of the Atlantic and Saint Lawrence Railroad Company.

of the Companies which do ratify the same, provided the Shareholders in three at least of the several Companies, determine to ratify the same. AND whereas, the Atlantic and St. Lawrence Railway Company was incorporated by an act of the Senate and House of Representatives of Maine, in the United States, for the purpose of locating, constructing and finally completing, altering and keeping in repair a Railroad from some point or place in the City of Portland, through the counties of Cumberland and Oxford, and, if deemed advisable, through the south westerly corner of Franklin, to the boundary line of the said State of Maine, and from thence through the States of New Hampshire and Vermont, to such place as would best connect with a Railroad to be constructed from such boundary to Montreal, in Canada. AND whereas, the said Atlantic and Saint Lawrence Railway Company, hereinafter called the Atlantic and Saint Lawrence Company, have granted a lease of one portion or section of their said Railway, being that from Island Pond, in the State of Vermont, to the boundary line of Canada, in perpetuity to Trustees, on behalf of the Saint Lawrence and Atlantic Railway Company. AND whereas, the said Company have constructed the other portion of their said Railway, being that from the City of Portland to Island Pond aforesaid, in accordance with the said Act, together with all the works and appurtenances thereof, and have opened the same for Public Traffic. AND whereas, for this purpose, the said Atlantic and Saint Lawrence Company have called up on their shares, a capital of one million seven hundred thousand dollars, and have also borrowed on bonds or debentures of the Company, a further sum of three million dollars. AND whereas, it has been agreed, that the United Company shall have and take a lease of the said portion or section of the said Atlantic and Saint Lawrence Railway, from Portland to Island Pond, above mentioned, being a distance of about one hundred and forty-eight miles, for a term of nine hundred and ninety-nine years from the date of the amalgamation of the said Canadian Railway Companies, and by agreement, dated the twenty-third March, one thousand eight hundred and fifty-three, between Alexander Tilloch Galt, as agent, duly authorized to act on behalf of the said Atlantic and Saint Lawrence Railway Company, of the one part, and William Jackson, and The Honourable John Ross, of the other part, it is provided that, subject to the carrying into effect of such amalgamation, and also, subject to the assent of the Shareholders of and in both the said Companies, the said Atlantic and Saint Lawrence Company shall and will grant, and the said Grand Trunk Railway Company,

112
Capital of the Atlantic and St. Lawrence Railroad Company, \$1,700,000 in Shares, \$3,000,000 in Bonds.

113
Recital of the lease entered into by the Hon. John Ross, and William Jackson, on the part of the United Company with the Atlantic and Saint Lawrence Railroad Company for a term of 999 years.

will accept a Lease of the aforesaid portion or section of the Atlantic and Saint Lawrence Railway, from Portland to Island Pond, together with all and singular the stations, warehouses, bridges, culverts and other works, forming part of, or necessarily, or properly appurtenant to the said Railway, and all the Wharves belonging to the said Atlantic and Saint Lawrence Company, adjoining to, or connected with the said portion and section of the said Railway, and all the fixed and moveable plant, rolling stock and stores of the said Atlantic and St. Lawrence Company, and all vacant land to which the said Atlantic and St. Lawrence Company are entitled, as lessees, assignees of lessees, or otherwise, and all and singular the shore rights, water rights and Harbor privileges, belonging to, or vested in the said Atlantic and St. Lawrence Company, and all other the rights, privileges, advantagements, easements and appurtenances which they the said Atlantic and Saint Lawrence Company now possess, and all the tolls, rates, fares, rents and income, which, under their Act of Incorporation, the said Atlantic and Saint Lawrence Company are, or at any time hereafter may be entitled to receive and take, and all the debts, credits, engagements, liabilities and benefits of the said Atlantic and Saint Lawrence Company, from the first day of July next ensuing, or such other day as may hereafter be agreed, for and during the full term of nine hundred and ninety-nine years from thence next ensuing, and by such agreement it is provided, that there shall be reserved and payable upon such Lease to the Atlantic and Saint Lawrence Company, a yearly sum or rent equal to interest at the rate of six pounds per cent. per annum, upon the share and stock capital of the said Atlantic and Saint Lawrence Company, so called up, being the said sum of One million, seven hundred thousand dollars, and to the total amount of interest payable by the Atlantic and Saint Lawrence Company, on all capital already borrowed by them on Debentures or Bonds, or otherwise, being the said sum of three million dollars, free of all deductions whatsoever, such annual sum or rent being payable by equal half-yearly instalments, on the first day of January, and the first day of July, in each year, the payment of such rent to be made in the City of Portland, in the State of Maine, and the first of such payments to be made on such of the said days as shall happen first after the day of the date of the lease, to be hereafter executed, in pursuance of the now reciting agreement, but rateably according to the number of days which shall have elapsed from the day appointed for the commencement of the said lease, up to such first day of

reservation ; and it is thereby also provided, that upon the execution of the said intended lease, the said Grand Trunk Railway Company shall and will assume to take upon themselves, and guarantee and indemnify the said Atlantic and Saint Lawrence Company against all mortgages of the said Atlantic and Saint Lawrence Company, and all the provisions as to the creation of a sinking fund, and all other the liabilities and engagements of the said Atlantic and Saint Lawrence Company, to which they may then be subject, so far as the same are in accordance with the provisions of their Act of Incorporation, in so much that the yearly rent payable to the said Atlantic and Saint Lawrence Company may be applicable by them to dividends, without any deduction whatsoever, except for expenses of management ; and it is thereby also provided, that the now reciting agreement is not to affect or alter the constitution of the said Atlantic and Saint Lawrence Company, or their engagements or obligations contracted towards the State of Maine, and is to be provisional on the part of the shareholders of the said Company. AND whereas, the said agreement was entered into by the said William Jackson and John Ross, as Trustees, on behalf of the Grand Trunk Railway Company, and with a view to an assignment of such lease to the Grand Trunk Railway Company, or to the United Company : NOW THESE PRESENTS FURTHER WITNESS, and it is hereby further covenanted, declared and agreed, by and between all the Companies, parties to these presents, and the said William Jackson and John Ross, for themselves, their heirs, executors and administrators, that the said agreement so entered into by the said William Jackson and John Ross, with the Atlantic and Saint Lawrence Railway Company, shall be carried out and completed for the benefit of the United Company, and such lease when obtained, shall be transferred to, or held on behalf of or for the benefit of the United Company, and that all the obligations and liabilities incurred by such agreement and by the lease to be granted in pursuance thereof, shall be borne and paid by the United Company.

THE SCHEDULE

BEFORE REFERRED TO

AN agreement made the day of _____ in the year of our Lord one thousand eight hundred and fifty-three, between the Grand Trunk Railway Company of Canada, incorporated in accordance with the provisions of an act passed by the Provincial Legislature of Canada, in the year one thousand eight hundred and fifty-two, intituled, "An Act to empower any Railway Company, whose railway forms part of the Main Trunk Line of Railway through this Province, to unite with any other such Company, or to purchase the property and rights of any such Company, and to repeal certain acts therein mentioned, incorporating Railway Companies," and of another act of the Provincial Legislature of Canada, passed in the present year, intituled, "An Act to extend the provisions of the Railway Companies Union Act, to Companies whose Railways intersect the Main Trunk Line, or touch places which the said line also touches," of the first part, William Jackson, of Birkenhead, and Samuel Morton Peto, Thomas Brassey and Edward Ladd Betts, all of London, Contractors, of the second part, and Casimir Stanislaus Gzowski, of the City of Montreal, Civil Engineer, David Lewis McPherson, and Luther Hamilton Holton, both of Montreal aforesaid, Merchants, and Alexander Tilloch Galt, of the Town of Sherbrooke, in Canada, Esquire, of the third part.

WHEREAS, a Railway Company called the Grand Trunk Railway Company of Canada, was incorporated by an act of the said Provincial Legislature, passed in the sixteenth year of the reign of Her Present Majesty, intituled, "An Act to incorporate the Grand Trunk Railway of Canada, for the purpose (amongst other things,) of making and maintaining a Railway from Toronto, through the towns of Port Hope, Cobourg and Belleville, to the City of Kingston, and from the said city of Kingston through the towns of Brockville and Prescott, to a point in the Eastern boundary line of the Township of Osnabruck, thence to St. Raphaels, and thence to the River Ottawa, and across the said river to a point

between the Lake of Two Mountains and the Village of St. Ann's, and thence to the City of Montreal."

AND whereas, the Grand Trunk Railway Company of Canada East was incorporated for the purpose (amongst other things) of making and maintaining a Railway from some point on the Quebec and Richmond Railway, (hereinafter mentioned.) opposite or nearly opposite to Quebec, on the south shore of the Saint Lawrence, to Trois Pistoles. AND whereas, the Quebec and Richmond Railroad Company were incorporated for the purpose (amongst other things) of making and maintaining a Railway from Hadlow Cove, in the Parish of Notre Dame de la Victoire, near Quebec, to Richmond, in the District of Saint Francis, in Lower Canada. AND whereas, the Grand Junction Railroad Company, were incorporated for the purpose (amongst other things) of laying out, making, constructing and finishing a Railway on and over any part of the country lying between Belleville and Peterborough. AND whereas, the Toronto and Guelph Railway Company were incorporated for the purpose of making and maintaining a Railway from Toronto to Guelph, and were afterwards authorized to extend and continue their Railway to the Port of Sarnia. AND whereas, the Saint Lawrence and Atlantic Railway Company were incorporated for the purpose (amongst other things) of making and maintaining a Railway from the River Saint Lawrence, opposite the City of Montreal, to a junction with the Atlantic and Saint Lawrence Railway, at or near the boundary of the State of Maine, in the United States; and they have constructed the said Railway accordingly. AND whereas, all the said Companies are now amalgamated into the said Grand Trunk Railway Company of Canada, party hereto, under the authority of the said Act, and by the assent of General Meetings of the said Companies respectively, with such majority of votes thereat respectively as is by the said Act required. AND whereas, the last mentioned Grand Trunk Railway Company of Canada, (hereinafter called "the Amalgamated Company,") now, or shortly will be the Lessees of the said Atlantic and Saint Lawrence Railway. AND whereas, on the fourteenth day of December, in the year of our Lord one thousand eight hundred and fifty-two, and previously to such amalgamation, an agreement was entered into between the said first incorporated Grand Trunk Railway Company of Canada, and the parties hereto, of the second part, and on the twenty-third day of March, in the year of our Lord one thousand eight hundred and fifty-three, and also previously to such amalgamation, another agreement was entered into between the said parties, in some degree

modifying and varying the first agreement, and by the said agreements respectively, the said parties hereto of the second part, (hereinafter called "The English Contractors,") undertook to construct and complete the line of Railway above mentioned of the said Company, and to equip the same with Rolling Stock for the gross sum of three million pounds Sterling, and it was thereby agreed (amongst other things) that of the said sum of three million pounds, one million and thirty-five thousand pounds should be paid in Canadian Provincial Debentures guaranteed by the Government of the Province of Canada, of such description as was specified in the Act of Incorporation of the said Company, nine hundred and eighty-two thousand five hundred pounds in Debentures of the Company, having twenty-five years to run, and of the description specified in the said agreement, and nine hundred and eighty-two thousand five hundred pounds in shares or stock of the said Company, with certain special clauses and provisions as to the mode of making such payments respectively; that out of the fund to be provided as therein mentioned for payment of the English Contractors, a sum of forty thousand pounds should be set apart for payment of the expenses of the Company, until the said Railway should be ready to be opened for traffic; that the English Contractors should pay the interest on the said Provincial Debentures, and also upon all debentures and stock applied or appropriated to the payment of the contract sum, and sold or transferred, by order of the English Contractors, until the said Railway should be ready to be opened for traffic, and that the said agreements were to be subject to such modification as to the mode of payment and as to the nature of the securities, in and by which payment was to be made to the English Contractors, and as to the interim investment of such funds as might become necessary or expedient in case of the union or amalgamation of any other Railway Company or Companies with the said first incorporated Grand Trunk Railway Company of Canada, so that the terms and conditions of the said agreements as to construction and equipment, and price, should be retained and preserved. AND whereas, also on the said twenty-third day of March, an agreement was entered into between the said Grand Trunk Railway Company of Canada East, and the parties hereto of the second part, whereby the said English Contractors undertook to construct and complete the above mentioned line of Railway of the said Company, and to equip the same with rolling stock for the gross sum of one million two hundred and twenty-four thousand pounds, and it was thereby agreed (amongst other things) that of the said sum of one million two hundred and

twenty-four thousand pounds, four hundred and fifty-nine thousand pounds should be paid in Canadian Provincial Debentures, of the description above mentioned, three hundred and eighty-two thousand five hundred pounds in Bonds or Debentures of the Company, of the description above mentioned, and three hundred and eighty-two thousand five hundred pounds in Stock of the said Company, with certain special clauses and provisions as to the mode of making such payments, respectively; that out of the fund to be provided as therein mentioned for payment of the English Contractors, a sum of thirteen thousand pounds should be set apart for payment of the expenses of the said Company, until the said Railway shall be ready to be opened for traffic; that the English Contractors should pay the interest on the said Provincial Debentures, and also upon all Debentures and stock applied or appropriated to the payment of the said contract sum, and sold or transferred by order of the English Contractors, until the said Railway shall be ready to be opened for traffic, and the said Agreement should be subject to such modifications as to the mode of payment and as to the nature of the securities, in and by which payment was to be made to the Contractors, and as to the interim investment of such funds as might become necessary or expedient in case of the union or amalgamation of any other Railway Company or Companies with the said Grand Trunk Railway Company of Canada East, so that the terms and conditions of this agreement, as to construction and equipment, should be retained and preserved. AND whereas, also, on the twenty-second day of October, in the year of our Lord one thousand eight hundred and fifty-two, an agreement was entered into before Notaries Public at Quebec, between the said William Jackson, acting for the said parties hereto of the second part, and the said Quebec and Richmond Railroad Company, whereby the said English Contractors undertook to construct and complete the above mentioned line of Railway of the said Company, and to equip the same with rolling stock, for the sum of six hundred and fifty thousand pounds, upon the terms and conditions in such contract mentioned; and it was thereby agreed that the gross contract sum so made up should be paid as follows: two hundred and fifty thousand pounds, in Canadian Provincial Debentures, of the description above specified; one hundred thousand pounds in Bonds or Debentures of the said Company, or in money proceeding from the sale of such bonds or Debentures; two hundred and five thousand pounds by the proceeds of shares to that amount, allotted to persons in England, as and when the calls and instalments thereon should be respectively paid; that the

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Contract with Jackson and Co., for the construction of the Quebec and Richmond Railroad, dated 22nd October, 1852.

balance (if any) remaining due, should be paid by the proceeds of shares subscribed for and taken in Canada, as and when the calls and instalments thereon should be respectively paid, and the further balance if any, in shares or stock of the Company with certain special clauses and provisions as to the mode of making such payments, respectively, that the English Contractors should pay all the necessary expenses of the said Company, up to the time that the said Railway should be ready to be opened for traffic; and that the said English Contractors should pay the interest on the said Canadian Provincial Debentures, and on the said Debentures of the Company, to the said extent of one hundred thousand pounds as aforesaid, and also on the shares or stock subscribed for and taken in Canada, as aforesaid, and upon any shares or stock sold or transferred by them. AND whereas, also, on the said twenty-third day of March, in the year of our Lord one thousand eight hundred and fifty-three, an agreement was entered into between the said Grand Junction Railroad Company and the said parties hereto of the second part, whereby the said English Contractors undertook to construct and complete a portion of the said Railway between Belleville and Peterborough, a distance of fifty miles, and to equip the same with rolling stock for the gross sum of four hundred thousand pounds; and it was thereby agreed (amongst other things) that of the said sum of four hundred thousand pounds, one half was to be paid in bonds or Debentures of the Company, of the description above specified, and the remaining half in stock of the Company; that out of the fund to be provided as therein mentioned for payment of the English Contractors, a sum of four thousand pounds should be set apart for payment of the expenses of the said Company, until the said Railway should be ready to be opened for traffic; that the English Contractors should pay the interest upon all Debentures and stock applied or appropriated to the payment of the said contract sum, and sold or transferred by order of the English Contractors, until the said Railway should be opened for traffic, and that the said agreement should be subject to such modifications as the mode of payments, and as to the nature of the securities in and by which payment was to be made to them, and as to the interim investment of such funds, as might become necessary or expedient in case of the union or amalgamation of any other Railway Company or Companies, with the said Grand Junction Railroad Company, so that the terms and conditions of the said agreement, as to construction, payment and equipment should be retained and preserved. AND whereas, also, on the twenty-fourth day of March, in the year of our Lord one

117
Contract with Jackson & Co., for the construction of the Grand Junction Railway, dated 23rd March, 1853.

118
Contract with C. S. Gzowski & Co., for the construction of

the Railway from Toronto to Sarnia, dated 24th March, 1853.

thousand eight hundred and fifty-three, an agreement was entered into between the said Toronto and Guelph Railway Company and the parties hereto of the third part, (hereinafter designated as "The Canadian Contractors,") conditional upon the said hereinbefore mentioned amalgamation taking place, whereby the said Canadian Contractors undertook to construct and complete the above mentioned line of Railway of the said Company, and to equip the same with rolling stock, for the gross sum of one million three hundred and seventy-six thousand pounds, and it was thereby agreed, (amongst other things) that the said Contract sum should be paid in money in the manner therein specified; that a sum of thirteen thousand pounds should be set apart for the expenses of the said Company, until the said Railway should be ready to be opened for traffic; that the said Canadian Contractors should pay the interest on all the Capital called up by the said Company for the purpose of the said contract, until the said Railway should be ready to be opened for traffic; and that the said agreement should be subject to such modification as to the mode of payment, and as to the nature of the securities, in and by which payment was to be made, as might become necessary or expedient, upon such amalgamation being effected, but that the terms and conditions of the said agreement, as to the price and construction, and equipment, were to be retained and preserved. AND whereas, also, on the

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Contract with Jackson & Co., for the construction of the Victoria Bridge, dated 23rd March, 1853.

said twenty-third day of March, an agreement was entered into between the said first incorporated Grand Trunk Railway Company of Canada, and the said English Contractors, conditionally upon the said amalgamation taking place, for the construction by the said English Contractors of a Tubular Iron Bridge over the River Saint Lawrence at Montreal, for the sum of one million four hundred thousand pounds, subject to a certain increase as therein mentioned; and it was thereby agreed (amongst other things) that the said Contract sum should be paid in cash, subject to certain special provisions as to the mode of payment, and that the parties thereto should enter into all further deeds which might become necessary or expedient in consequence of such union or amalgamation, so that the general terms and conditions of the said agreement should be retained and preserved. AND whereas,

120
Certain modifications and alterations made in the several contracts before recited.

it has in fact been found necessary or expedient, upon such amalgamation, to introduce the following modifications and alterations into the said contracts, *videlicet*, that the parties hereto of the second and third part shall be paid the said contract sums (all of which sums were calculated by the Contractors as sterling and not currency,) respectively, in sterling money, in London, and not by Canadian

121
Contractors to be paid in sterling money, instead of Provincial Bonds, and to receive an

Provincial Debentures, or Debentures or stock of the amalgamated Company; that in consideration of the English Contractors relinquishing the said Canadian Provincial Debentures, they shall be entitled to receive an addition of fifteen per cent upon the nominal amount of all sums which, under the said agreements, respectively, would have been paid in such Debentures, (the said fifteen per cent being the present premium upon the said Debentures,) that the parties of the second part, hereinafter called the English Contractors, shall, on the first day of July, one thousand eight hundred and fifty-four, subscribe for and take twenty-four thousand one hundred and fifty-three shares in the amalgamated undertaking, of the one hundred and forty-four thousand nine hundred and twenty shares referred to in the prospectus as offered to the Public; Debentures convertible into Government Debentures to the extent of three hundred and one thousand nine hundred and twelve pounds; and Company's Debentures to the extent of three hundred and one thousand nine hundred and twelve pounds: that forty-eight thousand three hundred and seven shares of the one hundred and forty-four thousand nine hundred and twenty shares, above mentioned Debentures, convertible into Government Debentures, to the extent of six hundred and three thousand eight hundred and thirty-eight pounds, and Company's Debentures to a like extent of six hundred and three thousand eight hundred and thirty-eight pounds, shall be retained by the Company with the option and privilege reserved to each holder of the seventy-two thousand four hundred and sixty shares, now about to be issued, half of the one hundred and forty-four thousand nine hundred and twenty, above referred to, apply for and take in addition to the shares held by him, two thirds of the number of shares held by him, and an equal amount in Debentures, one half in Debentures convertible into Provincial Government Debentures, and the other half in Debentures of the Company, so as such option be exercised before the first day of July, one thousand eight hundred and fifty-four, that so many of the shares and Debentures so retained by the Company, as shall not have been claimed and taken up by the actual shareholders so entitled to claim the same, respectively, under the privilege reserved to them, on or before the said first day of July, in the year of our Lord one thousand eight hundred and fifty-four, shall thereupon and forthwith after that day, be also subscribed for and taken by the English Contractors; that the parties hereto of the second and third part, shall provide the funds for the payment half-yearly, in London, of interest at the rate of six per cent per annum, on the amounts from time to time paid to them upon the cer-

increase of 15 per cent. upon the amount of such Provincial Debentures.

122

English Contractors to take on 1st July, 1854, 24,153 shares, (called subsequently B. shares). £301,912 of convertible Debentures, £301,912 of Company's Debentures.

123

The English Contractors shall also take the balance of B. shares, and Bonds not taken by the Stockholders on the 1st July, 1854, viz. 48,307 Shares, £603,838 Convertible Bonds, £603,838 Company's Bonds.

124

The Contractors to pay interest at the rate of 6 per cent. per annum on amount

of capital called up to pay Engineer's certificate, &c., &c.

tificates of the Engineer, under the several hereinbefore recited Contracts, and also on such additional sum as the United Company may from time to time think it necessary to call up, for the purpose of providing for the current certificates and the expenditure of the Company; in reference to the Contracts any difference between the Contractors and the United Company, as to the amount to be kept in hand by the Company, for such purposes, to be settled by arbitration in manner hereinafter provided for, but as respects the Canadian Contractors, this obligation shall cease, when and so soon as the Toronto and Guelph Railway shall be opened throughout for traffic to Sarnia.

NOW THEREFORE, IT IS HEREBY AGREED AND DECLARED, by and between the parties hereto, as follows:—

125
The amalgamated Company bound by the preceding Contracts.

1. THE amalgamated Company shall be bound by the clauses, covenants, stipulations and conditions of the said recited agreements, with the several Companies aforesaid, so far as the same are not directly or indirectly at variance or inconsistent with those of this agreement, and in all cases when there shall be any such variance or inconsistency, the clauses, covenants, stipulations and conditions of this agreement, shall be considered and taken as controlling, modifying and altering those of the said agreements respectively, and the clauses, covenants, stipulations and conditions, so at variance or inconsistent with this agreement, shall henceforth be wholly void and of no effect.

126
All payments to be made in sterling money.

2. THAT except, as hereinafter expressly provided, all payments to be made to the contractors on account of works, shall be made in sterling money, in London.

127
Contractors to have 15 per cent. in addition, instead of Provincial Bonds.

3. That in respect of the amount or proportion of payments, which, under the provisions of any of the said agreements, would have to be made to the English Contractors, in Canadian Provincial Debentures, an addition of fifteen per cent. shall be made to the nominal amount of each such payment, and shall be paid to the English Contractors at such times and periods, respectively, as under the provisions of the said agreements respectively relating thereto, such Debentures would have been deliverable to them.

128
In case of difficulty, Provincial Debentures to be received by the Contractors at Par.

PROVIDED, that in case any difficulty should arise, as to the payment under any of the Contracts aforesaid, in Provincial Debentures, and in consideration thereof, the Contractors should accept and take such Debentures to any extent, instead of an equal nominal amount in cash, all such Debentures shall, if and when required by the amalgamated Company, be transferred to them at Par.

129
All the clauses in the preceding Contracts, relating to lodging of

4. THAT all the clauses and provisions in the said agreements, or either of them, relating to the creation of Debentures

and stock by the respective Companies, with whom such agreements respectively are made, and as to the registration of such stock in the names of the Contractors, and as to the handing over of Debentures and certificates of stock to the persons in such agreements, respectively named as trustees, and as to the sale, transfer or investment thereof, and as to the payment to be made to the Contractors by the said Trustees, out of the monies or securities in their hands, and generally, as to the powers and functions of such Trustees, shall be no longer operative or in force, and the payments to be from time to time made to the Contractors, as provided in the said agreements, respectively, shall be made by the amalgamated Company directly to the Contractors, in sterling, in London, in such proportions and by such instalments, and upon such certificates respectively, as in the said agreements respectively specified.

5. THAT all the provisions in the said agreements respectively, as to the granting of Certificates by the Engineer of the Company, and as to the principle on which such certificates are to be granted, and as to the neglect or refusal of such Engineer to certify, and as to the consequences of such neglect or refusal, shall be applicable "mutatis mutandis," to the payments to be made by the amalgamated Company to the Contractors, and to the Chief Engineer of such amalgamated Company.

6. THAT the provisions in the several recited agreements, as to the accepting and working by the Company of a portion or portions of any Railway, after the same shall have been completed and stocked, and as to the opening and working thereof, by the Contractors, in case the Company shall decline so to do, shall be applicable to the Railways comprised in the United undertaking, and to the United Company.

7. THAT instead of the provisions in the said agreements respectively, as to the setting apart of specific sums for payment of salaries and expenses, and paying such salaries and expenses, there shall be taken from, and allowed out of the whole Contract monies to be paid to the English Contractors the sum of fifty-seven thousand pounds, and out of the whole Contract monies to be paid to the Canadian Contractors the sum of thirteen thousand pounds, which two sums, making together seventy thousand pounds, shall be applicable to the payment of salaries and expenses by the amalgamated Company; and the several payments as aforesaid, shall be made out of the monies payable in cash to the said Contractors, respectively, at the rate of one per cent. of the amount so payable, until such deductions shall amount in whole, to

Shares and Debentures in the hands of Trustees, &c., to be no longer in force.

130
Engineer to grant certificates for works done.

131.
Company may receive portions of the Railways when completed, if they judge proper so to do.

132
English Contractors to pay a sum of £57,000 for salaries, instead of the various sums mentioned in the Contracts.

133.
Canadian Contractors to pay £13,000 for salaries.

134
1 per cent. to be deducted from the payments made to Contractors, to meet the

sums set apart for salaries.

135

Any balance remaining of the sums set apart for salaries, at the completion of the Works, to be re-paid to the Contractors.

136

The Company failing to pay the certificates the Contractors have the option of stopping the works.

137

On the 1st July, 1854, the English Contractors shall take the Shares and Debentures mentioned in the preceding clauses.

139

The English contractors shall, also, as soon after the 1st July, 1854, as they shall be required, take the balance of the shares and Debentures.

139

The English Contractors shall 7 days before 1st January,

fifty-seven thousand pounds in the case of the English Contractors, and thirteen thousand pounds in the case of the Canadian Contractors.

8. IF on the completion of the works, there shall be any portion of the said seventy thousand pounds in the hands of the said Company, not applied to, or owing for such salaries and expenses, as aforesaid, the surplus is to be paid over to the Contractors, in the ratio of fifty-seven seventieths to the English Contractors, and thirteen seventieths to the Canadian Contractors:

9. THAT the Amalgamated Company will make such calls upon the holders of shares or stock, and of debentures respectively, as may be required for payment to the Contractors of the amounts from time to time certified in respect of works. And if they shall fail to do so, and shall not pay to the Contractors the amounts from time to time certified, within one month after the date of the respective certificates, it shall be at the option of the Contractors to suspend the further progress of the works, until such payment shall be made, and the period of such suspension shall be added to the time allowed by the contract for completion.

10. THAT the English Contractors shall and will on or before the first day of July, one thousand eight hundred and fifty-four, subscribe for and take the before mentioned twenty-four thousand one hundred and fifty-three shares in the Capital Stock of the Amalgamated Company, Debentures of the Company, convertible into Provincial Debentures, to the nominal amount of three hundred and one thousand nine hundred and twelve pounds, and other Debentures of the Company, not so convertible, to the like nominal amount of three hundred and one thousand nine hundred and twelve pounds.

11. THAT the English Contractors shall and will, also, so soon after the first day of July, one thousand eight hundred and fifty-four, as they shall be required by the Directors of the Amalgamated Company so to do, subscribe for, and take so many of the said number of shares and Debentures, so reserved as aforesaid, as shall not, on or before that day, have been claimed by the persons entitled to claim the same respectively, and on taking the several shares and Debentures aforesaid, shall and will at once pay up on such of the shares and Debentures so taken by them respectively, the amount which may then have been called up and be payable upon the other shares and Debentures in the said Amalgamated Company, previously offered.

12. THAT as from the date of the Amalgamation of the Company, the English Contractors shall and will at least

seven days before the first day of January and the first day of July, respectively, in each year, provide for, and pay over to the Amalgamated Company, at the Office of their Agent in London, a sum equal to Interest, at the rate of six per cent. per annum, on the capital then actually expended in the construction of the Railways and works comprised in the said recited agreement, and undertaken by the English Contractors, and not then opened for Traffic, the amount of capital so expended to be ascertained from and determined by the certificates of the Engineer, as to such Railways respectively, and the payments made by the Company thereon.

13. THAT the English Contractors shall and will, also, pay on the same days in each year, or as soon thereafter as the amount can be ascertained, interest at the same rate, on two-thirds of the amount which the Company shall then have actually called up, beyond what may have been required for payment in respect of works, in order to provide for current certificates and expenditure, in reference to the contracts, and in case there shall be any dispute or difference between the Contractors and the Company as to the additional amount upon which such further interest is to be paid, every such dispute or difference, as and when it arises, shall be settled by Arbitration, in the manner hereinafter provided. PROVIDED, that when the Toronto and Guelph Railway shall be opened through to Sarnia, the English Contractors shall pay the whole of such last-mentioned additional Interest, and not two-thirds of it only.

14. THAT if default shall be made by the English Contractors in payment of the Interest on the said first mentioned amount, on the respective days appointed for payment thereof, or of the further interest on such additional amount as last mentioned, within one week after such amount shall have been agreed or settled by Arbitration as aforesaid, the Company may retain and deduct out of the next or any subsequent payment to be made to the said English Contractors, the amount so in arrear together with Interest thereon, at the rate of six per cent. per annum, from the time of such default, and so as often as any such default shall be made.

15. THAT the payment by the Contractors of interest upon the capital expended in the construction of the said several Railways and works undertaken by them, shall cease as to the proportion thereof expended on any particular Railway, when and so soon as such Railway shall be completed, so as to be ready for opening, and in the case of partial openings of any such Railway, shall cease as to so

and 1st July, in every year, provide for the payment of interest on the capital actually expended on the Works.

140
The English Contractors shall, also, on the same days, provide for the payment of interest on two-thirds of the amount called up, over and above the amount expended on works.

141
In default of payment of interest, the Company authorized to deduct the amount from the certificates for works, with interest at 6 per cent.

142
Payment of interest to cease in proportion to the Line opened.

much of the capital as shall have been expended on the part so opened, a proportionate part of the current interest being, however, in each of such cases, payable by them for any fraction of a half-year.

143
Canadian Contractors to pay 6 per cent. per annum, on amount expended on works, and to provide for the same 6 days before the 1st January, & 1st July, in each year, until opening of Road.

16. THAT the Canadian Contractors shall and will, as from the date of the Amalgamation and until the opening of the Toronto and Guelph Railway through to Sarnia, at least seven days before the first day of January and the first day of July, respectively, in each year, provide for and pay over to the Amalgamated Company, at the Office of their Agent in London, a sum equal to Interest at the rate of six per cent. per annum, upon the Capital then actually expended on the construction of the Railway and works, comprised in the said recited agreement with them, the amount of Capital so expended to be ascertained in like manner as is provided in the case of the English Contractors.

144
Canadian Contractors shall also pay interest on one third the amount called up over and above the amount expended on works.

17. THAT the Canadian Contractors shall and will also pay on the same days in each year or as soon thereafter as the amount can be ascertained, Interest at the same rate, on one third of the amount called up by the Company as mentioned in Article 13, such amount to be ascertained in case of dispute or difference in like manner as is provided in that article, and in case of default of payment, the Company shall have the like power to deduct and retain the amount in arrear, as is hereinbefore provided in the case of the English Contractors, PROVIDED, that when the Toronto and Guelph Railway shall be opened through to Sarnia, such last mentioned payment of Interest by the Canadian Contractors shall cease, a proportionate part of the Current Interest, being, however, payable by them for any fraction of a half-year.

145
Calls due by the Contractors, may be credited to them against an equivalent amount on certificates of work.

18. THAT all calls or instalments payable by the Contractors upon shares or Debentures of the Company may, from time to time, be credited by the Company to them, against an equal amount on Certificates for works done.

146
Application to be made to the Provincial Legislature, for an Act, authorizing an extension of the time for completing the works and for other purposes.

19. THAT as soon as practicable after the Amalgamation shall be effected, the Amalgamated Company shall and will apply to the Provincial Parliament of Canada, for an Act or Acts, authorizing an extension of the time for completion of any of the works included in any of the recited contracts, for such further period as may be necessary, having regard to the time by such contracts, respectively limited, for the completion of such works respectively, and also, if necessary, for authority to raise further Capital, and shall and will use their best endeavours to procure such Act or Acts, and in case they should fail to obtain such authority, and by reason thereof it shall be found impossible to complete any or some

part of such works within the periods respectively prescribed, as to such works, such equitable adjustment of this contract, as to the works so incomplete, shall be made, as in case of difference between the English Contractors and the Amalgamated Company, shall be determined by Arbitration, under the general provisions for Arbitration herein contained.

20. THAT if any question or difference of opinion shall arise between the parties hereto, as to this agreement or the construction thereof, or the effect thereof in the said former agreements, or any matter or thing connected therewith, or with the carrying out thereof, every such question or difference of opinion, and also, all matters hereinbefore specially referred to Arbitration, whenever, and as often as any such shall arise, shall be referred to the decision of three Arbitrators, to be named, one by the Company, (such Arbitrator to be approved by the Governor in Council of Canada,) one by the Contractors, and the third by the two Arbitrators, before entering on the business of the reference, and the decision of these three Arbitrators, or of any two of them, shall be binding and conclusive upon both parties, as to the question or difference of opinion so referred to them.

147
In case of dispute, the matters in dispute to be referred to three Arbitrators, to be approved of by the Governor in Council.

21. THAT the parties hereto will respectively make and enter into all such deeds as may be necessary for giving effect to such reference.

22. LASTLY, that whenever, in this contract, the words, "The English Contractors" are used, they shall mean William Jackson, Samuel Morton Peto, Thomas Brassey, and Edward Ladd Betts, or the survivors or survivor of them, or three out of four of them, or two out of three of them, or the executors, administrators or assigns of the survivor of them, and that, in the event of the bankruptcy or insolvency of any one or more of them, their or his Assignees shall be excluded from all control over or interest in this contract, and when any act is to be done by the English Contractors, it shall be sufficient if done by, or by the authority of the majority of them in person, or acting under power of Attorney from each to the other, or by the majority of the survivors of them, or by the survivors or survivor of them, or by the Executors, Administrators or Assigns of such survivor, and so "mutatis mutandis" in the case of the words, "The Canadian Contractors."

148
Interpretation clause.

IN WITNESS WHEREOF, the said Companies, parties to these presents, have caused their common Seals to be hereunto affixed, and the said William Jackson and John Ross have hereunto set their Hands and Seals the day and year first above written.

THE
GRAND TRUNK
RAILWAY COMPANY
OF
CANADA,

THE
GRAND JUNCTION
RAILROAD
COMPANY.

A. T. GALT,
*President St. Lawrence & Atlantic
Railroad Company.*

(LS)

GRAND
TRUNK RAILWAY COMPANY
OF
CANADA EAST.

*For the Quebec and Richmond
Railway Company,*
WILLIAM CHAPMAN,
Their Attorney.

(LS)

A. T. GALT,
*Representing Atlantic & St.
Lawrence
Railroad Company.*

(LS)

ALEX. GILLESPIE,
A. T. GALT,
*Representing the Toronto &
Guelph Railway.*

(LS)

WILLIAM JACKSON.
JNO. ROSS.

(LS)

(LS)

The Seals of the Grand Trunk Railway Company of Canada, of the Grand Trunk Railway Company of Canada East, and of the Grand Junction Railway Company, were affixed by the undersigned, as the duly authorized Agent of each of the above Companies.

JNO. ROSS.

This Deed was executed by Alexander Tilloch Galt, as President of the St. Lawrence and Atlantic Railroad Company; and by Alexander Gillespie and Alexander Tilloch Galt, as representatives of the Toronto and Guelph Railway Company; and by William Jackson and John Ross, and the Seals of the Grand Trunk Railway Company of Canada, the Grand Trunk Railway Company of Canada East, and the Grand Junction Railway Company, were affixed by the said John Ross, in the presence of

WILLM. WAGSTAFF,
Of 30, Great George Street,
Westminster, Solicitor.

HENRY MOORE,
Of the same place, his Clerk.

The modified contract, forming the Schedule to this Deed, has been submitted to and is approved by us.

Witnesses to the Signatures of William Jackson, Samuel Morton Peto, and Edward Ladd Betts,	}	WM. JACKSON, SAML. M. PETO, EDWD. L. BETTS.
WILLIAM WAGSTAFF. HENRY MOORE.		

Witness to the Signature of Alexander Tilloch Galt,	}	A. T. GALT, <i>For Self & Partners.</i>
WILLIAM H. MACAULAY, Clerk to Messrs. Swift and Wagstaff, 30, Great George Street, Westminster.		

Witness to the signature of Thomas Brassey,	}	THOMAS BRASSEY.
WILLM. WAGSTAFF.		

Extract from the Proceedings of a Meeting of Shareholders of the St. Lawrence and Atlantic Railroad Company, held at their Office, in the City of Montreal, on MONDAY the 30th day of May, 1853.

Moved by WILLIAM MOLSON, Esq., seconded by H. L. ROUTH, Esq., and

Resolved,—That the Saint Lawrence and Atlantic Railroad Company, by the vote of its proprietors now assembled, hereby ratifies, approves of, and in all respects confirms and adopts the Amalgamation Agreement now submitted to this meeting; entered into by the Directors of this Company, acting by the President thereof: which agreement is dated at London, the 12th April, 1853, and is made between The Grand Trunk Railway Company of Canada, of the first part; The Grand Junction Railway Company, of the second part; The Grand Trunk Railway Company of Canada East, of the third part; The Quebec and Richmond Railroad Company, of the fourth part; The St. Lawrence and Atlantic Railroad Company, of the fifth part; The Toronto and Guelph Railway Company, of the sixth part; The Atlantic and St. Lawrence Railroad Company, of the seventh part; and William Jackson, of Birkenhead, England, Esquire, and the Honor-

able John Ross, of Belleville, Canada, of the eighth part: whereby this Company, on the conditions and for the considerations therein stated, amalgamates with the said Grand Trunk Railway Company of Canada.

Which was carried unanimously.

Extract from the Proceedings of a Meeting of the Shareholders of the Toronto and Guelph Railway Company, held at the Office of the Company, in the City of Toronto, on FRIDAY the 3rd June, 1853.

Moved by J. M. STRACHAN, Esq., seconded by Wm. CLARKE, Esq.

That the Toronto and Guelph Railway Company, by the vote of its proprietors now assembled, hereby ratifies, approves of, and in all respects confirms and adopts the Amalgamation Agreement now submitted to the meeting.

Which was carried unanimously.

Extract from the Proceedings of a Meeting of the Stockholders of the Grand Trunk Railway Company of Canada, held at the Office of the Company, in the City of Quebec, on MONDAY the 11th day of July, 1853.

Moved by The Honorable PETER MCGILL, seconded by GEORGE CRAWFORD, Esq., and

Resolved,—That the Grand Trunk Railway Company of Canada, by the vote of its proprietors now assembled, hereby ratifies, approves of, and in all respects confirms the agreement for amalgamation now submitted to this Meeting, entered into by the Directors of the Company, acting by their Agent the President of the Company, and Chairman of the Board of Directors, which agreement is dated at London, the 12th April, 1853, and is made between the Grand Trunk Railway Company of Canada, of the first part; The Grand Junction Railroad Company, of the second part; The Grand Trunk Railway Company of Canada East, of the third part; The Quebec and Richmond Railroad Company, of the fourth

part; The Saint Lawrence and Atlantic Railroad Company, of the fifth part; The Toronto and Guelph Railway Company, of the sixth part; The Atlantic and Saint Lawrence Railroad Company, of the seventh part; and William Jackson, of Birkenhead, England, Esquire, and The Honorable John Ross, of Belleville, Canada, of the eighth part; whereby on the conditions and for the considerations therein stated, the above-mentioned Railroads of the second, third, fourth, fifth and sixth parts, are united with and incorporated with this Company.

Extract from the Proceedings of a Meeting of the Stockholders of the Grand Trunk Railway Company of Canada East, held at the Office of the Grand Trunk Railway Company of Canada, in the City of Quebec, on Monday the 11th July, 1853.

Moved by SIR H. J. CALDWELL, seconded by the HON. MR. BELLEAU, and

Unanimously Resolved,—That the Grand Trunk Railway Company of Canada East, by the vote of the Shareholders here assembled, hereby ratifies, approves of, and in all respects confirms the agreement for amalgamation, now submitted to this Meeting, entered into by the Directors of the Company, acting by their Agents, The Hon. John Ross, James Bell Forsyth, and William Rhodes, Esquires, which agreement is dated at London, the 12th April, 1853, and is made between The Grand Trunk Railway Company of Canada, of the first part; The Grand Junction Railroad Company, of the second part; The Grand Trunk Railway Company of Canada East, of the third part; The Quebec and Richmond Railway Company, of the fourth part; The Saint Lawrence and Atlantic Railroad Company, of the fifth part; The Toronto and Guelph Railroad Company, of the sixth part; The Atlantic and Saint Lawrence Railroad Company, of the seventh part; and William Jackson, of Birkenhead, England, Esquire, and The Honorable John Ross, of Belleville, Canada, of the eighth part; whereby, this Company, on the conditions and for the considerations therein stated, unites with and is incorporated with the said Grand Trunk Railway Company of Canada.

Extract from the Proceedings of a Meeting of the Shareholders of the Quebec and Richmond Railroad Company, held at the Office of the Company, in the City of Quebec, on TUESDAY, the 19th July, 1853.

It was moved and seconded, and unanimously

Resolved,—That the Report now read be received, and that the agreement executed provisionally, (under the authority of the Act 16 Vic. cap. 39, and the Act 16 Vic. cap. 76,) on the 12th day of April last, between the Grand Trunk Railway Company, the Grand Junction Railroad Company, the Grand Trunk Railway Company of Canada East, the Quebec and Richmond Railway Company, the Saint Lawrence and Atlantic Railway Company, the Toronto and Guelph Railway Company, and the Atlantic and Saint Lawrence Railway Company, for the purpose of amalgamating the said Companies into one Company, under the name of the Grand Trunk Railway Company of Canada, be ratified and confirmed, and that the Directors be, and they are, hereby authorized and empowered to take all such measures as they may deem advisable for carrying the same into effect.

Carried unanimously.

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THIS AGREEMENT made the _____ day of _____ in the year of Our Lord One thousand eight hundred and fifty three, between the Grand Trunk Railway Company of Canada, incorporated in accordance with the provisions of an Act passed by the Provincial Legislature of Canada, in the year one thousand eight hundred and fifty two, entitled "An Act to empower any Railway Company, whose Railway forms part of the Main Trunk Line of Railway through this province, to unite with any other such Company, or to purchase the property and rights of any such Company, and to repeal certain Acts, therein mentioned, incorporating Railway Companies;" and of another Act of the Provincial Legislature of Canada, passed in the present year, entitled "An Act to extend the provisions of the Railway Companies Union Act to Companies whose railways intersect the Main Trunk Line or touch places which the said Line also touches," of the first part; William Jackson, of Birkenhead, and Samuel Morton Peto, Thomas Brassey, and Edward Ladd Betts, all of London, contractors, of the second part; and Casimir Stanislaus Gzowski, of the city of Montreal, civil engineer, David Lewis Mc Pherson and Luther Hamilton Holton, both of Montreal aforesaid, merchants, and Alexander Tilloch Galt, of the town of Sherbrooke, in Canada, Esquire, of the third part.

Whereas, a railway company, called the Grand Trunk Railway Company of Canada, was incorporated by an Act of the said Provincial Legislature, passed in the sixteenth year of the reign of Her present Majesty, entitled "An Act to incorporate the Grand Trunk Railway of Canada," for the purpose, amongst other things, of making and maintaining a railway from Toronto through the towns of Port Hope, Cobourg, and Belleville, to the city of Kingston, and from the said city of Kingston through the towns of Brockville and Prescott to a point in the eastern boundary line of the township of Osnabruck, thence to Saint Raphaels and thence to the river Ottawa, and across the said river to a point between the lake of Two Mountains and the village of Saint Anns, and thence to the city of Montreal: And whereas the Grand Trunk Railway Company of Canada East was incorporated for the purpose, amongst other things, of making and maintaining a railway from some point on the Quebec and Richmond Railway, hereinafter mentioned, opposite or nearly opposite to Quebec, on the south shore of the Saint Laurenceto Trois Pistoles: And whereas the Quebec and Richmond Railroad Company were incorporated for the purpose, amongst other things, of making and maintaining a railway from Hadlow

Cove, in the parish of Notre Dame de la Victoire, near Quebec, to Richmond, in the district of Saint Francis, in Lower Canada: And whereas the Grand Junction Railroad Company were incorporated for the purpose, amongst other things, of laying out, making, constructing, and finishing a railway on and over any part of the country lying between Belleville and Peterborough: and whereas the Toronto and Guelph Railway Company were incorporated for the purpose of making and maintaining a railway from Toronto to Guelph, and were afterwards authorized to extend and continue their railway to the port of Sarnia: And whereas the Saint Lawrence and Atlantic Railway Company were incorporated for the purpose, amongst other things, of making and maintaining a Railway from the river Saint Lawrence, opposite to the city of Montreal, to a junction with the Atlantic and Saint Lawrence Railway at or near the boundary of the state of Maine, in the United States, and they have constructed the said railway accordingly: And whereas all the said companies are now amalgamated into the said Grand Trunk Railway Company of Canada, party hereto under the authority of the said Act and by the assent of general meetings of the said companies respectively, with such majority of votes thereat respectively as is by the said Act required: And whereas the last mentioned Grand Trunk Railway Company of Canada, hereinafter called "the Amalgamated Company," now are or shortly will be the lessees of the said Atlantic and Saint Lawrence Railway: And whereas on the fourteenth day of December, in the year of our Lord One thousand eight hundred and fifty two, and previously to such amalgamation, an agreement was entered into between the said first incorporated Grand Trunk Railway Company of Canada and the parties hereto of the second part; and on the twenty third day of March, in the year of our Lord One thousand eight hundred and fifty three, and also previously to such amalgamation, another agreement was entered into between the said parties, in some degree modifying and varying the first agreement; and by the said agreements respectively, the said parties hereto of the second part, hereinafter called "the English contractors," undertook to construct and complete the line of railway above mentioned of the said company, and to equip the same with rolling stock, for the gross sum of three million pounds sterling. And it was thereby agreed, amongst other things, that of the said sum of three million pounds, one million and thirty-five thousand pounds should be paid in Canadian Provincial Debentures guaranteed by the Government of the province of Canada, of such description as was specified in the Act of Incorporation of the said company; nine hundred and eighty-two thousand five hundred pounds in debentures of the company, having twenty-five years to run, and of the description specified in the said agreement; and nine hundred

and eighty-two thousand five hundred pounds in shares or stock of the said company, with certain special clauses and provisions as to the mode of making such payments respectively; that out of the funds to be provided as therein mentioned for payment of the English contractors, a sum of forty thousand pounds should be set apart for payment of the expenses of the company, until the said railway should be ready to be opened for traffic; that the English contractors should pay the interest on the said provincial debentures, and also upon all debentures and stock applied or appropriated to the payment of the contract sum, and sold or transferred by order of the English contractors, until the said railway should be ready to be opened for traffic; and that the said agreements were to be subject to such modification as to the mode of payment and as to the nature of the securities in and by which payment was to be made to the English contractors; and as to the interim investment of such funds as might become necessary or expedient in case of the union or amalgamation of any other railway company or companies with the said first incorporated Grand Trunk Railway Company of Canada, so that the terms and conditions of the said agreements, as to construction, and equipment, and price should be retained and preserved: And whereas also on the said twenty-third day of March an agreement was entered into between the said Grand Trunk Railway Company of Canada East and the parties hereto of the second part, whereby the said English contractors undertook to construct and complete the above mentioned line of railway of the said Company, and to equip the same with rolling stock for the gross sum of one million two hundred and twenty-four thousand pounds, and it was thereby agreed, amongst other things, that of the said sum of one million two hundred and twenty-four thousand pounds, four hundred and fifty-nine thousand pounds should be paid in Canadian Provincial Debentures of the description above mentioned, three hundred and eighty-two thousand five hundred pounds in bonds or debentures of the Company, of the description above mentioned, and three hundred and eighty-two thousand five hundred pounds in stock of the said Company, with certain special clauses and provisions as to the mode of making such payments respectively; that out of the fund to be provided as therein mentioned for payment of the English contractors, a sum of thirteen thousand pounds should be set apart for payment of the expenses of the said Company until the said Railway should be ready to be opened for traffic; that the English contractors should pay the interest on the said Provincial Debentures, and also upon all debentures and stock applied or appropriated to the payment of the said contract sum and sold or transferred by order of the English contractors, until the said Railway should be ready to be opened for traffic,

and that the said agreement should be subject to such modifications as to the mode of payment and as to the nature of the securities in and by which payment was to be made to the contractors, and as to the interim investment of such funds as might become necessary or expedient in case of the union or amalgamation of any other railway company or companies with the said Grand Trunk Railway Company of Canada East, so that the terms and conditions of this agreement as to construction and equipment should be retained and preserved. And, whereas also on the twenty-second day of October, in the year of our Lord One thousand eight hundred and fifty-two, an agreement was entered into before Notaries public at Quebec, between the said William Jackson, acting for the said parties hereto of the second part, and the said Quebec and Richmond Railroad Company, whereby the said English contractors undertook to construct and complete the above mentioned line of Railway of the said Company, and to equip the same with rolling stock for the sum of six hundred and fifty thousand pounds, upon the terms and conditions in such contract mentioned; and it was thereby agreed that the gross contract sum so made up should be paid as follows: two hundred and fifty thousand pounds in Canadian Provincial Debentures of the description above specified; one hundred thousand pounds in bonds or debentures of the said Company, or in money proceeding from the sale of such bonds or debentures; two hundred and five thousand pounds by the proceeds of shares to that amount allotted to persons in England as and when the calls and instalments thereon should be respectively paid, that the balance (if any) remaining due, should be paid by the proceeds of shares subscribed for and taken in Canada, as and when the calls and instalments thereon should be respectively paid, and the further balance (if any) in shares or stock of the Company, with certain special clauses and provisions as to the mode of making such payments respectively: that the English contractors should pay all the necessary expenses of the said Company up to the time that the said Railway should be ready to be opened for traffic; and that the said English contractors should pay the interest on the said Canadian Provincial Debentures and the said debentures of the Company, to the said extent of one hundred thousand pounds as aforesaid, and also on the shares or stock subscribed for and taken in Canada as aforesaid, and upon any shares or stock sold or transferred by them. And whereas also on the said twenty-third day of March in the year of our Lord One thousand eight hundred and fifty-three, an Agreement was entered into between the said Grand Junction Railroad Company, and the said parties hereto of the second part, whereby

the said English contractors undertook to construct and complete a portion of the said Railway between Belleville and Peterborough, a distance of fifty miles, and to equip the same with rolling stock for the gross sum of four hundred thousand pounds. And it was thereby agreed, amongst other things, that of the said sum of four hundred thousand pounds, one half was to be paid in bonds or debentures of the Company of the description above specified, and the remaining half in stock of the Company, that out of the fund to be provided as therein mentioned for payment of the English contractors, a sum of four thousand pounds should be set apart for payment of the expenses of the said Company; until the said Railway should be ready to be opened for traffic; that the English contractors should pay the interest upon all debentures and stock applied or appropriated to the payment of the said contract sum, and sold or transferred by order of the English contractors until the said Railway should be opened for traffic; and that the said agreement should be subject to such modifications as to the mode of payment, and as to the nature of the securities in and by which payment was to be made to them, and as to the interim investment of such funds as might become necessary or expedient in case of the union or amalgamation of any other Railway company or companies with the said Grand Junction Railroad Company, so that the terms and conditions of the said agreement as to construction, payment, and equipment should be retained and preserved. And whereas also on the twenty-fourth day of March, in the year of our Lord One thousand eight hundred and fifty three, an Agreement was entered into between the said Toronto and Guelph Railway Company and the parties hereto of the third part, (hereinafter designated as the Canadian contractors) conditional upon the said hereinbefore mentioned amalgamation taking place, whereby the said Canadian contractors undertook to construct and complete the above mentioned line of railway of the said Company, and to equip the same with rolling stock for the gross sum of one million three hundred and seventy six thousand pounds; and it was thereby agreed, amongst other things, that the said contract sum should be paid in money in the manner therein specified; that a sum of thirteen thousand pounds should be set apart for the expenses of the said Company, until the said railway should be ready to be opened for traffic. That the said Canadian contractors should pay the interest on all the capital called up by the said Company for the purposes of the said contract until the said Railway should be ready to be opened for traffic, and that the said agreement should be subject to such modification as to the mode of payment and as to the nature of the securities in and by which payment was to be made as might become necessary

or expedient upon such amalgamation being effected ; but that the terms and conditions of the said agreement as to the price and construction and equipment were to be retained and preserved. And whereas also on the said twenty third day of March, an agreement was entered into between the said first incorporated Grand Trunk Railway Company of Canada, and the said English contractors, conditionally, upon the said amalgamation taking place, for the construction by the said English contractors, of a Tubular Iron Bridge over the river Saint Lawrence, at Montreal, for the sum of One million four hundred thousand pounds, subjected to a certain increase as therein mentioned. And it was thereby agreed, amongst other things, that the said contract sum should be paid in cash, subject to certain special provisions as to the mode of payment, and that the parties thereto should enter into all further deeds which might become necessary or expedient in consequence of such union or amalgamation, so that the general terms and conditions of the said agreement should be retained and preserved. And whereas it has in fact been found necessary or expedient upon such amalgamation to introduce the following modifications and alterations into the said contracts, videlicet that the parties hereto of the second and third part, shall be paid the said contract sums (all of which sums were calculated by the contractors as sterling and not currency) respectively, in sterling money, in London and not by Canadian Provincial Debentures, or stock of the amalgamated company, that in consideration of the English contractors relinquishing the said Canadian Provincial Debentures they shall be entitled to receive an addition of 15 per cent. upon the nominal amount of all sums which under the said agreements respectively would have been paid in such debentures (the said 15 per cent. being the present premium upon the said debentures). That the parties of the second part, hereinafter called the English contractors, shall on the first day of July, One thousand eight hundred and fifty-four, subscribe for and take twenty-four thousand one hundred and fifty-three shares in the amalgamated undertaking of the one hundred and forty-four thousand nine hundred and twenty shares referred to in the prospectus as offered to the public debentures convertible into Government Debentures to the extent of three hundred and one thousand nine hundred and twelve pounds ; and Company's Debentures to the extent of three hundred and one thousand nine hundred and twelve pounds. That forty-eight thousand three hundred and seven shares of the one hundred and forty-four thousand nine hundred and twenty shares above mentioned debentures convertible into Government Debentures to the extent of six hundred and three thousand eight hundred and thirty-eight pounds, and Company's Debentures to a like extent of six hundred

and three thousand eight hundred and thirty-eight pounds shall be retained by the company, with the option and privilege reserved to each holder of the seventy-two thousand four hundred and sixty shares now about to be issued, half of the one hundred and forty-four thousand nine hundred and twenty above referred to, apply for and take in addition to the shares held by him, two-thirds of the number of shares held by him, and an equal amount in debentures, one half in debentures convertible into Provincial Government Debentures, and the other half in debentures of the company, so as such option be exercised before the first day of July, One thousand eight hundred and fifty-four. That so many of the shares and debentures so retained by the company as shall not have been claimed and taken up by the actual shareholders so entitled to claim the same respectively, under the privilege reserved to them, on or before the said first day of July, in the year of our Lord, One thousand eight hundred and fifty-four, shall thereupon and forthwith after that day be also subscribed for and taken by the English contractors. That the parties hereto of the second and third parts shall provide the funds for the payment, half-yearly, in London, of interest at the rate of six per cent. per annum on the amounts from time to time paid to them upon the certificates of the engineer, under the several hereinbefore recited contracts, and also on such additional sum as the united company may from time to time think it necessary to call up for the purpose of providing for the current certificates, and the expenditure of the company in reference to the contracts, any difference between the contractors and the united company as to the amount to be kept in hand by the company for such purposes, to be settled by arbitration in manner hereinafter provided for; but as respects the Canadian contractors, this obligation shall cease when and so soon as the Toronto and Guelph Railway shall be opened throughout for traffic to Sarnia. Now therefore it is hereby agreed and declared by and between the parties hereto, as follows:—

1st. The amalgamated company shall be bound by the clauses, covenants, stipulations and conditions of the said recited agreements with the several companies aforesaid, so far as the same are not directly or indirectly at variance or inconsistent with those of this agreement; and in all cases where there shall be any such variance or inconsistency, the clauses, covenants, stipulations and conditions of this agreement shall be considered and taken as controlling, modifying and altering those of the said agreements respectively; and the clauses, covenants, stipulations and conditions so at variance or inconsistent with this agreement shall henceforth be wholly void and of no effect.

2nd. That, except as hereinafter expressly provided, all payments to be made to the contractors on account of works shall be made in sterling money in London.

3rd. That in respect of the amount or proportion of payments which, under the provisions of any of the said agreements, would have to be made to the English contractors in Canadian Provincial Debentures, an addition of fifteen per cent. shall be made to the nominal amount of each such payment, and shall be paid to the English contractors at such times and periods respectively as under the provisions of the said agreements respectively relating thereto such debentures would have been deliverable to them: Provided that in case any difficulty shall arise as to the payment under any of the contracts aforesaid in Provincial Debentures, and in consideration thereof the contractors should accept and take such debentures to any extent instead of an equal nominal amount in cash, all such debentures shall, if and when required by the amalgamated company, be transferred to them at par.

4th. That all the clauses and provisions in the said agreements, or either of them, relating to the creation of debentures and stock by the respective companies with whom such agreements respectively are made, and as to the registration of such stock in the names of the contractors, and as to the handing over of debentures and certificates of stock to the persons in such agreements respectively named as trustees, and as to the sale, transfer or investment thereof, and as to the payment to be made to the contractors by the said trustees out of the moneys or securities in their hands, and generally as to the powers and functions of such trustees, shall be no longer operative or in force, and the payments to be from time to time made to the contractors as provided in the said agreements respectively shall be made by the amalgamated company directly to the contractors in sterling in London, in such proportions, and by such instalments, and upon such certificates respectively as in the said agreements respectively specified.

5th. That all the provisions in the said agreements respectively, as to the granting of certificates by the engineer of the company, and as to the principle on which such certificates are to be granted, and as to the neglect or refusal of such engineer to certify, and as to the consequences of such neglect or refusal shall be applicable, mutatis mutandis, to the payments to be made by the amalgamated company, to the contractors, and to the chief engineer of such amalgamated company.

6th. That the provisions in the several recited agreements as to the accepting and working by the company of a portion or portions of any railway after the same shall have been completed and stocked, and as to the opening and working thereof

by the contractors, in case the company shall decline so to do, shall be applicable to the railways comprised in the united undertaking and to the united company.

7th. That instead of the provisions in the said agreements respectively, as to the setting apart of specific sums for payment of salaries and expenses, and paying such salaries and expenses, there shall be taken from and allowed out of the whole contract monies to be paid to the English contractors the sum of fifty-seven thousand pounds, and out of the whole contract monies to be paid to the Canadian contractors the sum of thirteen thousand pounds, which two sums, making together seventy thousand pounds, shall be applicable to the payment of salaries and expenses by the amalgamated company, and the several debentures as aforesaid, shall be made out of the monies payable in cash to the said contractors respectively, at the rate of one per cent. of the amount so payable, until such deductions shall amount in the whole to fifty-seven thousand pounds, in the case of the English contractors, and thirteen thousand pounds in the case of the Canadian contractors.

8th. If on the completion of the works there shall be any portion of the said seventy thousand pounds in the hands of the company not applied to or owing for such salaries and expenses as aforesaid, the surplus is to be paid over to the contractors in the ratio of fifty-seven seventieths to the English contractors, and thirteen seventieths to the Canadian contractors.

9th. That the amalgamated company will make such calls upon the holders of shares or stock, and of debentures respectively, as may be required for payment to the contractors of the amounts from time to time certified in respect of works. And if they shall fail to do so, and shall not pay to the contractors the amounts from time to time certified within one month after the date of the respective certificates, it shall be at the option of the contractors to suspend the further progress of the works until such payment shall be made, and the period of such suspension shall be added to the time allowed by the contract for completion.

10th. That the English contractors shall and will on or before the first day of July, One thousand eight hundred and fifty-four, subscribe for and take the before mentioned twenty-four thousand one hundred and fifty-three shares, in the capital stock of the amalgamated Company, Debentures of the Company, convertible into Provincial Debentures to the nominal amount of three hundred and one thousand nine hundred and twelve pounds, and other Debentures of the Company not so convertible to the like nominal amount of three hundred and one thousand nine hundred and twelve pounds.

11th. That the English contractors shall and will also so soon

after the said first day of July, One thousand eight hundred and fifty-four, as they shall be required by the Directors of the Amalgamated Company so to do, subscribe for and take so many of the said number of shares and debentures so reserved as aforesaid, as shall not on or before that day have been claimed by the persons entitled to claim the same respectively, and on taking the several shares and debentures aforesaid shall and will at once pay up on such of the shares and debentures so taken by them respectively the amount which may then have been called up and be payable upon the other shares and debentures in the said Amalgamated Company previously offered.

12th. That as from the date of the amalgamation of the Company, the English contractors shall and will, at least seven days before the first day of January and the first day of July respectively in each year, provide for and pay over to the amalgamated Company, at the office of their agent in London, a sum equal to interest at the rate of six per cent. per annum on the capital then actually expended in the construction of the Railways and works comprised in the said recited agreements, and undertaken by the English contractors, and not then opened for traffic, the amount of capital so expended to be ascertained from and determined by the certificates of the engineer as to such Railways respectively, and the payments made by the Company thereon.

13th. That the English contractors shall and will also pay on the same days in each year, or as soon thereafter as the amount can be ascertained, interest at the same rate on two-thirds of the amount which the Company shall then have actually called up beyond what may have been required for payment, in respect of Works, in order to provide for current certificates and expenditure, in reference to the contracts, and in case there shall be any dispute or difference between the contractors and the Company as to the additional amount upon which such further interest is to be paid, every such dispute or difference as and when it arises shall be settled by arbitration in the manner hereinafter provided; provided that when the Toronto and Guelph Railway shall be opened through to Sarnia, the English contractors shall pay the whole of such last mentioned additional interest, and not two-thirds of it only.

14th. That if default shall be made by the English contractors in payment of the interest on the said first mentioned amount, on the respective days appointed for payment thereof, or of the further interest on such additional amount as last mentioned, within one week after such amount shall have been agreed or settled by arbitration as aforesaid, the Company may retain and deduct out of the next or any subsequent payments to be made to the said English contractors, the amount so in

arrear, together with interest thereon at the rate of six per cent. per annum, from the time of such default, and so as often as any such default shall be made.

XV. That the payment by the contractors of interest upon the capital expended in the construction of the said several railways and works undertaken by them, shall cease as to the proportion thereof expended on any particular railway, when and so soon as such railway shall be completed, so as to be ready for opening; and in the case of partial openings of any such railway shall cease as to so much of the capital as shall have been expended on the part so opened, a proportionate part of the current interest being however in each of such cases payable by them for any fraction of a half year.

XVI. That the Canadian contractors shall and will as from the date of the amalgamation, and until the opening of the Toronto and Guelph Railway through to Sarnia, at least seven days before the first day of January and the first day of July respectively in each year, to provide for and pay over to the amalgamated company at the office of their agent in London, a sum equal to interest at the rate of six per cent. per annum upon the capital then actually expended on the construction of the railway and works comprised in the said recited agreement with them, the amount of capital so expended to be ascertained in like manner as is provided in the case of the English contractors.

XVII. That the Canadian contractors shall and will also pay on the same days in each year, or as soon thereafter as the amount can be ascertained, interest at the same rate on one-third of the amount called up by the company, as mentioned in Article 13, such amount to be ascertained in case of dispute or difference in like manner as is provided in that article; and in case of default in payment the company shall have the like power to deduct and retain the amount in arrear as is hereinbefore provided in the case of the English contractors. Provided that when the Toronto and Guelph Railway shall be opened through to Sarnia, such last-mentioned payment of interest by the Canadian contractors shall cease, a proportionate part of the current interest being however payable by them for any fraction of a half-year.

XVIII. That all calls or instalments payable by the contractors upon shares or debentures of the company, may from time to time be credited by the company to them, against an equal amount on certificates for work done.

XIX. That as soon as practicable after the amalgamation shall be effected, the amalgamated company shall and will apply to the Provincial Parliament of Canada, for an Act or Acts authorizing an extension of the time for completion of any of

the works included in any of the recited contracts for such further period as may be necessary, having regard to the time by such contracts respectively limited for the completion of such works respectively; and also if necessary for authority to raise further capital, and shall and will use their best endeavours to procure such Act or Acts; and in case they should fail to obtain such authority, and by reason thereof it shall be found impossible to complete any or some part of such works within the periods respectively prescribed as to such works, such equitable adjustment of this contract as to the works so incomplete shall be made as in case of difference between the English contractors and the amalgamated company shall be determined by arbitration, under the general provision for arbitration herein contained.

XX. That if any question or difference of opinion shall arise between the parties hereto as to this agreement, or the construction thereof, or the effect thereof in the said former agreements, or any matter or thing connected therewith, or with the carrying out thereof, every such question or difference of opinion, and also all matters hereinbefore specially referred to arbitration, whenever and as often as any such shall arise, shall be referred to the decision of three arbitrators, to be named, one by the company (such arbitrator to be approved by the Governor in Council of Canada), one by the contractors, and the third by the two arbitrators before entering on the business of the reference; and the decision of these three arbitrators, or any two of them, shall be binding and conclusive upon both parties as to the question or difference of opinion so referred to them.

XXI. That the parties hereto will respectively make and enter into all such deeds as may be necessary for giving effect to such reference.

XXII. Lastly that whenever in this contract the words "the English Contractors" are used they shall mean William Jackson, Samuel Morton Peto, Thomas Brassey, and Edward Ladd Betts, or the survivors or survivor of them, or three out of four of them, or two out of three of them, or the executors, administrators, or assigns of the survivor of them; and that in the event of the bankruptcy or insolvency of any one or more of them, their or his assignees shall be excluded from all control over or interest in this contract; and when any act is to be done by the English contractors, it shall be sufficient if done by or by the authority of the majority of them, in person or acting under power of attorney from each to the other, or by the majority of the survivors of them, or by the survivors or survivor of them, or by the executors, administrators, or assigns of such survivor; and so, mutatis mutandis, in the case of the words "the Canadian Contractors."

In witness whereof the said Grand Trunk Railway Company of Canada, party hereto of the first part, represented by the Honorable John Ross, President of the said Company, hereunto duly authorized by resolution of the Board of the Directors of the said company, bearing date the

day of One thousand eight hundred and fifty-three, hath hereunto set his hand, and caused the corporate seal of the said company to be hereunto affixed; and the said parties of the second and third parts have also hereunto set their hands and seals, on the day and year hereinbefore first above written (in triplicate), twenty-two words first obliterated, declared to be null, and four words interlined, approved.

Seal.

Signed, sealed and delivered
by the said Honorable
JOHN ROSS in the presence of
C. P. RONEY.

JNO. ROSS,
Pres. Gd. Tk. R. Rd. Co.

LS

Signed, sealed and delivered
by the said WILLIAM
JACKSON in the presence of
C. P. RONEY.

WM. JACKSON.

LS

Signed, sealed and delivered
by the said SAMUEL MORTON
PETO in the presence of
C. P. RONEY.

S. MORTON PETO.

LS

Signed, sealed and delivered
by the said THOMAS BRASSEY
in the presence of
C. P. RONEY.

THOMAS BRASSEY.

LS

Signed, sealed and delivered
by the said EDWARD LADD
BETTS in the presence of
C. P. RONEY.

EDW. L. BETTS.

LS

Signed, sealed and delivered by
the said CASIMIR STANISLAUS
GZOWSKI in the presence of
C. P. RONEY.

C. S. GZOWSKI.

LS

Signed, sealed and delivered
by the said DANIEL LEWIS
McPHERSON in the presence
of

D. L. MACPHERSON.

LS

C. P. RONEY.

Signed, sealed and delivered by
the said LUTHER HAMILTON
HOLTON in the presence of
C. P. RONEY.

L. H. HOLTON.

(LS)

Signed, sealed and delivered
by the said ALEXANDER
TILLOCH GALT in the pre-
sence of
C. P. RONEY.

A. T. GALT.

(LS)

It is further agreed that, instead of the English Contractors Jackson, Peto, Brassey and Betts above named, being compelled to subscribe and pay up on the first day of July next the calls on the shares of the second or "B" issue (seventy-two thousand four hundred and sixty shares) which may not be taken up by the holders of the first or "A" issue of seventy-two thousand four hundred and sixty shares, they shall, after the calls on the "A" issue of shares and debentures are exhausted, receive in payment of works done and materials supplied, as shall from time to time be certified by the Engineer, shares and debentures in the recognized portions paid up in full and at par; and should the works proceed faster than the calls, as regulated on the "A" issue will provide for them, the balance shall be paid in shares and debentures as above.

Seal.

Signed, sealed and delivered
by the said Honorable
JOHN ROSS in the presence of
C. P. RONEY.

JNO. ROSS,
Prest.

(LS)

Signed, sealed and delivered
by the said WILLIAM
JACKSON in the presence of
C. P. RONEY.

WM. JACKSON.

(LS)

Signed, sealed and delivered
by the said SAMUEL MORTON
PETO in the presence of
C. P. RONEY.

S. M. PETO.

(LS)

Signed, sealed, and delivered
by the said THOMAS BRASSEY,
in the presence of
C. P. RONEY.

THOMAS BRASSEY.

(LS)

Signed, sealed, and delivered
by the said EDWARD LADD
BETTS, in the presence of
C. P. RONEY.

EDW. L. BETTS.

(LS)

Signed, sealed, and delivered
by the said CASIMER
STANISLAUS GZOWSKI, in
the presence of
C. P. RONEY.

C. S. GZOWSKI.

(LS)

Signed, sealed, and delivered
by the said DAVID LEWIS
McPHERSON, in the presence
of
C. P. RONEY.

D. L. MACPHERSON.

(LS)

Signed, sealed, and delivered by
the said LUTHER HAMILTON
HOLTON, in the presence of
C. P. RONEY.

L. H. HOLTON.

(LS)

Signed, sealed, and delivered
by the said ALEXANDER
TILLOCH GALT, in the
presence of
C. P. RONEY.

A. T. GALT.

(LS)

Charter and By-Laws of the Atlantic and St. Lawrence Railroad Company; Lease to the Grand Trunk Railway Company of Canada, and other Documents.

STATE OF MAINE.

An Act to Establish the Atlantic and St. Lawrence Railroad Company.

*Be it enacted by the Senate and House of Representatives in Legislature assembled—*as follows :

SECTION I. William P. Preble, Josiah S. Little, John Mussey, John B. Brown, George Turner, John Anderson, St. John Smith, Charles Cobb, John Dow, Abner Shaw, John Neal, Augustine Haines, Franklin Tinkham, Charles E. Barrett, Eliphalet Case, Thomas Hammond, William E. Greely, William Kimball, Charles Q. Clapp, James L. Farmer, Woodbury Storer, and Eliphalet Greely, their associates, successors and assigns, are hereby made and constituted a body politic and corporate by the name of the Atlantic and St. Lawrence Railroad Company, and by that name may sue and be sued, plead and be impleaded, and shall have and enjoy all proper remedies at law and in equity to secure and protect them in the exercise and use of the rights and privileges and in the performance of the duties hereinafter granted and enjoined, and to prevent all invasion thereof or interruption in exercising and performing the same. And the said corporation are hereby authorized and empowered to locate, construct, and finally complete, alter and keep in repair a railroad with one or more sets of rails or tracks, with all suitable bridges, tunnels, viaducts, turnouts, culverts, drains, and all other necessary appendages, from some point or place in the City of Portland, through the Counties of Cumberland and Oxford, and if deemed advisable, through the south-westerly corner of Franklin to the boundary line of this State, at such place as will best connect with a railroad to be constructed from said boundary to Montreal in Canada. Said railroad to be located and constructed in the general direction

of Sherbrooke and Montreal, on such route as the directors of said corporation in the exercise of their best judgment and discretion shall judge most favorable and best calculated to promote the public convenience and carry into effect the intentions and purposes of this Act. And said corporation shall be and hereby are invested with all the powers, privileges and immunities, which are or may be necessary to carry into effect the purposes and objects of this Act as herein set forth. And for this purpose said corporation shall have the right to purchase or to take and hold so much of the land and other real estate of private persons and corporations, as may be necessary for the location, construction, and convenient operation of said railroad; and they shall also have the right to take, remove and use for the construction and repair of said railroad and appurtenances, any earth, gravel, stone, timber, or other materials on or from the land so taken. *Provided, however,* that said land so taken shall not exceed six rods in width, except where greater width is necessary for the purpose of excavation or embankment: *and provided also,* that in all cases, said corporation shall pay for such land, estate or materials so taken and used, such price as they and the owner or respective owners thereof may mutually agree on; and in case said parties shall not otherwise agree, then said corporation shall pay such damages as shall be ascertained and determined by the county commissioners for the county where such land or other property may be situated, in the same manner and under the same conditions and limitations, as are by law provided in the case of damages by the laying out of highways. And the land so taken by said corporation shall be held as lands taken and appropriated for public highways. And no application to said commissioners to estimate said damages shall be sustained unless made within three years from the time of taking such land or other property; and in case such railroad shall pass through any wood-lands or forests, the said company shall have the right to fell or remove any trees standing therein, within four rods from such road, which by their liability to be thrown down or from their natural falling, might obstruct or impair said railroad, by paying a just compensation therefor, to be recovered in the same manner as is provided for the recovery of other damages in this Act. And furthermore, said corporation shall have all the powers, privileges and immunities, and be subject to all the duties and liabilities provided and prescribed respecting railroads in chapter eighty-one of the Revised Statutes, not inconsistent with the express provisions of this charter.

Sec. 2. When said corporation shall take any land or other estate as aforesaid, of any infant, person non compos mentis, or

feme covert, whose husband is under guardianship, the guardian of such infant, or person non compos mentis, and such feme covert, with the guardian of her husband, shall have full power and authority to agree and settle with said corporation for damages or claims for damages, by reason of taking such land and estate aforesaid, and give good and valid releases and discharges therefor.

SEC. 3. The capital stock of said corporation shall consist of not less than ten thousand nor more than thirty thousand shares; and the immediate government and direction of the affairs of said corporation shall be vested in seven, nine, or thirteen directors, who shall be chosen by the members of said corporation, in the manner hereinafter provided, and shall hold their offices until others shall have been duly elected and qualified to take their places, a majority of whom shall form a quorum for the transaction of business; and they shall elect one of their number to be president of the board, who shall also be the president of the corporation; and shall have authority to choose a clerk who shall be sworn to the faithful discharge of his duty; and a treasurer, who shall be sworn and also give bonds to the corporation, with sureties to the satisfaction of the directors, in a sum not less than fifty thousand dollars, for the faithful discharge of his trust. And for the purpose of receiving subscriptions to the said stock, books shall be opened under the direction of the persons named in the first section of this act, at such time as they may determine, in the town of Augusta, and the cities of Bangor and Portland in this state, and the cities of Salem and Boston, in Massachusetts, and elsewhere as they shall appoint, to remain open for ten successive days, of which time and place of subscription public notice shall be given in some newspaper printed in Portland, Augusta, and Boston, twenty days at least previous to the opening of such subscription; and in case the amount subscribed shall exceed thirty thousand shares, the same shall be distributed among all the subscribers, according to such regulations as the persons having charge of the opening of the subscription books shall prescribe before the opening of said books. And any seven of the persons named in the first section in this act are hereby authorized to call the first meeting of said corporation, by giving notice in one or more newspapers published in the town and cities last above named, of the time and place, and the purposes of such meeting, at least twenty days before the time mentioned in such notice.

SEC. 4. Said corporation shall have power to make, ordain, and establish all necessary by-laws and regulations, consistent with the constitution and the laws of this state, for their own government, and for the due and orderly conducting of their affairs, and the management of their property.

SEC. 5. The president and directors for the time being, are hereby authorized and empowered, by themselves or their agents to exercise all the powers herein granted to the corporation, for the purpose of locating, constructing, and completing said railroad, and for the transportation of persons, goods, and property of all descriptions, and all such power and authority for the management of the affairs of the corporation, as may be necessary and proper to carry into effect the objects of this grant; to purchase and hold within or without the state, land, materials, engines, and cars, and other necessary things, in the name of the corporation for the use of said road, and for the transportation of persons, goods, and property of all descriptions; to make such equal assessments from time to time, on all the shares in said corporation, as they may deem expedient and necessary in the execution and the progress of the work, and direct the same to be paid to the treasurer of the corporation. And the treasurer shall give notice of all such assessments; and in case any subscriber or stockholder shall neglect to pay any assessments on his share or shares, for the space of thirty days after such notice is given, as shall be prescribed by the by-laws of said corporation, the directors may order the treasurer to sell such share or shares, at public auction, after giving such notice as may be prescribed as aforesaid, to the highest bidder, and the same shall be transferred to the purchaser; and such delinquent subscriber or stockholder shall be held accountable to the corporation for the balance, if his share or shares shall sell for less than the assessments due thereon, with the interest and costs of sale; and shall be entitled to the overplus if his share or shares shall sell for more than the assessments due, with interest and costs of sale. *Provided, however,* that no assessments shall be laid upon any shares in said corporation, of a greater amount in the whole, than one hundred dollars.

SEC. 6. A toll is hereby granted and established for the sole benefit of said corporation, upon all passengers and property of all descriptions, which may be conveyed or transported by them upon said road, at such rates as may be agreed upon and established from time to time by the directors of said corporation. The transportation of persons and property—the construction of wheels—the form of cars and carriages—the weights of loads, and all other matters and things in relation to said road, shall be in conformity with such rules, regulations, and provisions as the directors may from time to time prescribe and direct.

SEC. 7. The legislature may authorize any other company or companies to connect any other railroad or railroads with the railroad of said corporation, but only on the easterly side thereof, at any points on the route of said railroad. And said

corporation shall receive and transport all persons, goods, and property of all descriptions, which may be carried and transported to the railroad of said corporation on such other railroads as may be hereafter authorized to be connected therewith, at the same rates of toll and freight as may be prescribed by said corporation, so that the rates of freight and toll on such passengers, goods, and other property as may be received from such other railroads, so connected with said railroad as aforesaid, shall not exceed the general rates of freight and toll on said railroad received for freight and passengers at any of the deposits of said corporation.

SEC. 8. If the said railroad in the course thereof shall cross any private way, the said corporation shall so construct said railroad as not to obstruct the safe and convenient use of such private way; and if the said railroad shall in the course thereof cross any canal, turnpike, railroad, or other highway, the said railroad shall be so constructed as not to obstruct the safe and convenient use of such canal, turnpike, or other highway; and the said corporation shall have power to raise or lower such turnpike, highway, or private way, so that the said railroad, if necessary, may conveniently pass under or over the same, and erect such gate or gates thereon as may be necessary for the safety of travellers on said turnpike, railroad, highway or private way.

SEC. 9. Said railroad corporation shall constantly maintain in good repair all bridges with their abutments and embankments which they may construct for the purpose of conducting their railroad over any canal, turnpike, highway or private way, or for conducting such private way or turnpike over said railroad.

SEC. 10. If said railroad shall in the course thereof cross any tide waters, navigable rivers or streams, the said corporation are hereby authorized and empowered to erect, for the sole and exclusive travel on their said railroad, a bridge across each of said rivers or streams, or across any such tide waters: *provided* said bridge or bridges shall be so constructed as not unnecessarily to obstruct or impede the navigation of said waters.

SEC. 11. Said railroad corporation shall erect and maintain substantial, legal and sufficient fences on each side of the land taken by them for their railroad, where the same passes through enclosed or improved lands, or lands that may hereafter be improved; and for neglect or failure to erect and maintain such fence, said corporation shall be liable to be indicted in the district court for the county where such fence shall be insufficient, and to be fined in such sum as shall be adjudged necessary to repair the same; and such fine shall be expended

for the erection or repair of said fence under the direction of an agent appointed by said court, as in case of fines imposed upon towns for deficiency of highways.

SEC. 12. The said corporation shall at all times, when the Postmaster General shall require it, be holden to transport the mail of the United States from and to such place or places on said road as required, for a fair and reasonable compensation. And in case the corporation and the Postmaster General shall be unable to agree upon the compensation aforesaid, the legislature of the State shall determine the same. And said corporation after they shall commence the receiving of tolls shall be bound at all times to have said railroad in good repair, and a sufficient number of suitable engines, carriages and vehicles for the transportation of persons and articles, and be obliged to receive at all proper times and places, and convey the same when the appropriate tolls therefor shall be paid and tendered; and a lien is hereby created on all articles transported for said tolls. And the said corporation, fulfilling on its part all and singular the several obligations and duties by this section imposed and enjoined upon it, shall not be held or bound to allow any engine, locomotive, cars, carriages or other vehicle for the transportation of persons or merchandize to pass over said railroad, other than its own, furnished and provided for that purpose, as herein enjoined and required. Provided, however, that said corporation shall be under obligations to transport over said road in connection with their own trains the passenger and other cars of any other incorporated company that may hereafter construct a railroad connecting with that hereby authorised, on the easterly side thereof; such other company being subject to all the provisions of the sixth and seventh sections of this act as to rates of toll and all other particulars enumerated in said sections.

SEC. 13. If any person shall wilfully and maliciously or wantonly and contrary to law obstruct the passage of any carriage on said railroad, or in any way spoil, injure or destroy said railroad or any part thereof, or anything belonging thereto, or any material or implements to be employed in the construction or for the use of said road, he, she, or they, or any person or persons assisting, aiding, or abetting such trespass, shall forfeit and pay to said corporation, for every such offence, treble such damages as shall be proved before the justice, court or jury, before whom the trial shall be had, to be sued for before any justice or in any court proper to try the same, by the treasurer of the corporation, or other officer whom they may direct, to the use of said corporation. And such offender or offenders shall be liable to indictment by the grand jury of the county within which trespass shall have been committed, for any

offence or offences contrary to the above provisions ; and upon conviction thereof before any court competent to try the same, shall pay a fine not exceeding five hundred dollars to the use of the State, or may be imprisoned for a term not exceeding five years, at the discretion of the court before whom such conviction may be had.

SEC. 14. Said corporation shall be and hereby is invested with power and authority to continue and prolong said railroad beyond the line of this state to the boundary of Canada, and to purchase, take and hold lands, or the right of way over lands for the purpose of constructing said railroad in continuation without the limits of this state, on and over said lands to the said boundary of Canada. *Provided* the same can be done consistently with the laws and regulations of the state or states in which such lands lie, and through and over the territory of which such railroad in continuation would pass.

SEC. 15. Said corporation shall keep in a book for that purpose a regular account of all their disbursements, expenditures and receipts, and the books of said corporation shall at all times be open to the inspection of the governor and council, and of any committee duly authorized by the legislature ; and at the expiration of every year the treasurer of said corporation shall make an exhibit under oath to the legislature of the net profits derived from the income of said railroad.

SEC. 16. All real estate purchased by said corporation for the use of the same under the fifth section of this act shall be taxable to said corporation by the several towns, cities and plantations in which said lands lie, in the same manner as lands owned by private persons, and shall in the valuation list be estimated the same as other real estate of the same quality in such town, city or plantation and not otherwise, and the shares owned by the respective stockholders shall be deemed personal estate and be taxable as such to the owners thereof, in the places where they reside and have their home. And whenever the net income of said corporation shall have amounted to ten per centum per annum upon the cost of the road and its appendages and incidental expences, the Directors shall make a special report of the fact to the legislature ; from and after which time one moiety or such other portion as the legislature may from time to time determine, of the net income from said railroad accruing thereafter over and above ten per centum per annum first to be paid to the stockholders shall annually be paid over by the treasurer of said corporation, as a tax, into the treasury of the state, for the use of the state. And the state may have and maintain an action against said corporation therefor to recover the same. But no other tax than herein is provided shall ever be levied or assessed on said Corporation or any of their privileges or franchises.

SEC. 17 The annual meeting of the members of said corporation shall be holden on the second Monday in June, or such other day as shall be determined by the By-laws, at such time and place as the Directors for the time being shall appoint, at which meeting the Directors shall be chosen by ballot, each proprietor by himself or proxy being entitled to as many votes as he holds shares, and the Directors are hereby authorized to call special meetings of the stockholders whenever they shall deem it expedient and proper, giving such notice as the corporation by their By-laws shall direct.

SEC. 18. The legislature shall at all times have the right to inquire into the doings of the corporation and into the manner in which the privileges and franchises herein and hereby granted may have been used and employed by said corporation, and to correct and prevent all abuses of the same, and to pass any laws imposing fines and penalties upon said corporation, which may be necessary, more effectually to compel a compliance with the provisions, liabilities and duties, hereinbefore set forth and enjoined, but not to impose any other or further duties, liabilities or obligations. And this charter shall not be revoked, annulled, altered, limited or restrained without the consent of the corporation, except by due process of law.

SEC. 19. If the said corporation shall not have been organized, and the location according to actual survey of the route filed with the county commissioners of the counties through which the same shall pass, on or before the thirty-first day of December, in the year of Our Lord, one thousand eight hundred and fifty, or if the said corporation shall fail to complete said railroad on or before the thirty-first day of December, in the year of Our Lord, one thousand eight hundred and sixty, in either of the above mentioned cases, this Act shall be null and void.

February 10, 1845. Approved,

HUGH J. ANDERSON.

By-Laws of the Atlantic and St. Lawrence
Railroad Company, adopted and ordained by
the Stockholders, Sept. 25th, 1845.

Meetings—How called.

I. All meetings of the Stockholders shall be held at Portland, and shall be called by a notification, published two weeks successively in two, at least, of the public newspapers printed in that city, the first publication to be fourteen days at least before the day of such meeting. Said notification shall specify the time and place of meeting, and the objects for which the meeting is called, and shall be signed by the president or clerk of the corporation. No other business shall be transacted at any meeting of the stockholders but such as relate to the objects specified in the notification.

Meetings—Business at.

II. No business shall be transacted, or votes passed by any meeting of the stockholders, excepting a vote to adjourn to some future time, unless there be present in person, or by proxy, not less than thirty stockholders, holding and representing not less than three thousand shares in the capital stock. Authority to act as proxy at any meeting must be in writing and signed by the principal. It must be produced to the presiding officer at the meeting, who shall deliver the same over to the clerk, to be put and remain on file in his office.

Meetings—How Ordered.

III. The time and place of all meetings of the stockholders, excepting the time of the annual, shall be determined by the directors. The annual meeting shall be held on the first Tuesday of August, at ten of the clock in the forenoon. Special meetings may be ordered by the directors when they deem it expedient. It shall also be the duty of the directors to order a special meeting, whenever requested on the written application of not less than twenty stockholders owning not less than one thousand shares.

Manner of Voting.

IV. Questions coming before the stockholders at any of their meetings, may, by common consent, be decided by hand vote. If any stockholder dissent from adopting that mode, the question shall be resolved by yeas and noes, by ballot, voting by shares. In all cases of voting by shares, the ballot shall have written on the back thereof the number of shares which the person voting, owns or represents, authenticated by the signature of the person throwing the ballot; and in case the voter acts as proxy he shall subjoin to his signature that fact and the name of his principal. No ballot, unless so authenticated, shall be counted.

Directors—Their Number and Qualifications.

V. The Board of Directors shall consist of [thirteen,] (by vote of the stockholders, August 7th, 1855, reduced to *nine*) members, of whom not less than a majority of the whole number shall always be resident citizens of Maine; and each member of the board must be, at the time of his election, a shareholder in the capital stock of the company. Whenever any director, having been a resident citizen of Maine at the time of his election, shall remove out of the state, and when any director shall cease to be a shareholder, his office shall thereby become vacant. Whenever any vacancy shall happen in the board of directors, it shall be filled by a new election, and a special meeting of the stockholders shall be called for that purpose.

Clerk, and his Duties.

VI. The clerk chosen by the board of directors may be sworn before any Justice of the Peace or Judge of a Court of Record, and his oath of office shall be entered as of record on the records of the directors, and be signed by the Justice or Judge administering the same. He shall, *ex officio*, be clerk of the stockholders. He shall keep a fair record of all the doings of all the stockholders, at their meetings, in a separate book kept for that purpose. He shall also keep, in a separate book, a record of the doings of the directors, at any of their meetings, particularly stating the names of the directors present at any such meeting. The tenure of office of the clerk shall be during the pleasure of the directors. In his absence, the directors shall choose a clerk *pro tempore*, who shall be sworn in like manner as the clerk, and perform his duties during such absence.

Powers and Duties of Directors.

VII. The directors may establish rules for the proper regulation of their own proceedings and the orderly performance of their duties. They shall fix and determine the compensation of their officers and agents. They may erect such buildings, storehouses, wharves and workshops, as they may deem advantageous and for the interests of the company. They may sell and dispose of any real estate or personal property belonging to the company, whenever, in their opinion, the interests of the company would be best promoted thereby. They shall have authority to lease any real estate belonging to the company, on such terms as they may judge best. They may authorize the treasurer to hire such sums of money, on the credit and for the use of the company, as they may deem necessary to carry out the intentions and objects of the charter, and may give such security for the payment thereof as they may deem reasonable. They shall have power to dispose of the residue of the capital stock authorized by the charter, and not subscribed for at the time of the organization, in such manner, at such times, and from time to time, as they shall judge most for the interest of the company. They shall declare all dividends, allow accounts, adjust and settle all just and equitable claims upon the corporation, superintend the conduct and doings of the different officers and agents appointed or employed by them, and take all necessary measures to carry into effect the objects and purposes of the company, as defined and prescribed by their charter.

Treasurer, and his Duties.

VIII. The treasurer chosen by the directors shall hold his office during their pleasure. He shall be sworn to the faithful discharge of the duties of his office before some Justice of the Peace, or Judge of a Court of Record. He shall have an office in such place as the directors shall determine, accessible to all persons having business with the corporation or any of its officers or agents. He shall keep all deeds, promissory notes and valuable papers of the company. He shall collect and receive all assessments, income and moneys that may be due to the company, and disburse the same as the board of directors shall order. He shall surrender notes and other promissory papers, on payment thereof, and discharge such mortgages as may have been given concerning the same. He shall keep a regular set of books, containing the accounts of the company and of all funds that may pass through his hands. He shall lay before the directors a written statement of all notes, drafts, promises and contracts made, signed, endorsed or surrendered

by him—an abstract of all moneys received and paid—a statement of all property bought and sold, and such other matters as he or the board of directors may deem important, when called for. He shall make a complete settlement of the accounts and books, at least annually, and as much oftener as the board of directors shall require, and shall advise what dividends of profit may be made. He shall render an account of his doings, to the stockholders, at their annual meetings. He shall notify the stockholders of all assessments, in the manner prescribed by the By-Laws. He shall deposit to his credit as treasurer of the Atlantic and St. Lawrence Railroad Company, and in such bank or banks as the directors may from time to time designate, all moneys received by him. He shall issue certificates of stock to all persons entitled thereto, and keep suitable books showing the number of shares held by the respective stockholders from time to time. He shall attend faithfully to the duties prescribed in the By-Laws, and to all other duties which the directors may require him to perform.

Promissory Notes—How Given.

IX. Every promissory note made in behalf of the company shall be signed by the treasurer, and for any larger sum than one thousand dollars shall be approved in writing by two or more of the directors; and every such note shall be sufficient and valid against the company.

Common Seal.

X. The company shall have a common seal, to be preserved and kept by the treasurer, bearing the words and figures, "Atlantic and St Lawrence Railroad Company. Incorporated, February 10, 1845;"—and in the centre, two hands joined.

Certificates of Stock.

XI. The holders of shares in said capital stock shall be entitled to certificates thereof, to be signed by the president, countersigned by the treasurer and authenticated by the common seal; and all certificates of shares in said stock shall be in the following form, viz.:

ATLANTIC AND ST. LAWRENCE RAILROAD Co., No.

Be it known, That _____ proprietor of shares in the capital stock of the Atlantic and St. Lawrence Railroad Company, subject to all assessments thereon, and to the provisions of the charter and the by-laws of the corporation, the same being transferable by an assignment thereof in the books

of said corporation, or by a conveyance in writing recorded in said books. And when a transfer shall be made or recorded in the books of the corporation and this certificate surrendered, a new certificate or certificates will be issued.

Dated this day of A. D. 184—

President.

(LS)

Treasurer.

Transfer of Stock.

12th. The following form for the transfer of shares in the capital stock shall be printed on the back of every stock certificate; which form shall also be adopted for the transfer books of said company, viz:

—SHARES.

ATLANTIC AND ST. LAWRENCE RAILROAD COMPANY.

For value received hereby transferred to
of shares of the capital stock of the Atlantic
and St. Lawrence Railroad Company, subject to all assess-
ments and to the provisions of the charter and the by-laws of
the corporation.

Dated at this day of 184-

Witness

All transfers of shares shall be recorded, either by the treasurer, in books to be kept in his office, or by an officer duly authorized by the directors, in books to be kept at such other place as they may appoint.—On the receipt of such transfer or assignment, and of the original certificate, a new certificate or certificates shall be issued to the person or persons, who, by virtue of such assignment, shall become the proprietor of shares; and receipts shall be given to the treasurer of all stock certificates received of him.

Assessments on Shares.

13. (Applicable only to the original subscribed stock, and now obsolete.)

Deeds, &c.—How Executed.

14th. All deeds, conveyances and mortgages, which shall be made in fee simple, or for any other or less estate, except said rail-road, and all leases of any real estate owned by said company, executed and acknowledged by the president, countersigned by the treasurer and authenticated by the seal of said company, are hereby declared to be the acts and deeds of said company, and shall be valid and effectual as such, to all intents and purposes.

By-Laws—How Amended.

15th. These By-Laws shall not be altered, restrained or repealed, except at the annual meeting, nor at any time, unless a majority of all the stock-holders in the capital stock, voting by shares, shall so ordain and determine.

Form of Proxy.

ATLANTIC AND ST. LAWRENCE RAILROAD.

Be it known, That I, _____ of _____, in the County of _____, and State of _____, being the owner of _____ Shares in the Atlantic and St. Lawrence Railroad Company, do hereby constitute and appoint _____, of _____, in the County of _____, to be my Proxy, for me, and in my name, to appear, act, and vote at the meeting of the stockholders of said Corporation, to be held at Portland, on the _____ day of _____.

Given under my hand, this _____ day _____, A.D. 184_____.

Witness,

An Act in addition to an Act to establish the Atlantic and St. Lawrence Railroad Company.

Be it enacted by the Senate and House of Representatives in Legislature assembled—as follows :

SECTION 1. The Atlantic and St. Lawrence Railroad Company, shall have, and there hereby is granted to them, the right and power to take and hold such and so much of the lands, flats, and other real estate of private persons and corporations situate and lying within the city of Portland, and adjoining the navigable waters of Portland harbor, as the directors of said company, in the exercise of their best judgment and discretion, shall judge to be best situated to promote public convenience, and to be necessary for the location and purposes of a suitable depôt, landing wharves, and other objects connected with the uses and business of said road at the Atlantic termination thereof. And the lands so taken shall be deemed to be held and taken for public uses under the laws and constitution of this State.

Provided, however, that the lands, flats, and other real estate so taken by said corporation, shall not extend beyond, but shall, every part and parcel thereof, lie and be contained within the following exterior limits and boundaries, that is to say—beginning at the channel of Fore river on a line with India street, on the north-easterly side thereof, thence running to Fore

street, thence by said Fore street north-easterly to a point north-easterly of Thurston's ship-yard, so called, where said Fore street approaches nearest to the edge of the high bank of said Fore river, thence in a direct line at right angles to the channel, and thence by the channel to the place of beginning: *And provided also*, that said corporation shall pay for any lands, flats, and other real estate, so taken as aforesaid, a just and reasonable price and equivalent therefor; and in case the parties interested shall not otherwise agree, said corporation shall pay such price and equivalent therefor, as the county commissioners for the county of Cumberland shall adjudge and determine to be the fair value thereof; the doings and proceedings of said commissioners in the premises being governed and conducted in all cases in the same manner, and under the same conditions and limitations, as are by law provided for ascertaining and determining the damages occasioned by the laying out of highways. And the said commissioners are hereby authorized and required, on the written application of either party, to proceed to examine, hear, and adjudicate in the premises, and to cause their doings to be entered as of record on the records of their doings as county commissioners.

SEC. 2. The Atlantic and St. Lawrence Railroad Company shall have the right, and there is hereby granted to them the power to build a suitable sea-wall, and suitable breast-works, wharves and docks connected with their said depôt and terminus, for the reception, landing, lading, transshipment, and forwarding of merchandise and freight, transported, or to be transported, by and over said road, and for the accommodation and security of ships and vessels receiving or discharging merchandise, freight or passengers. And to this end there is hereby further granted to them the right to build and construct a pier or piers on the middle ground, so called, for the protection and convenience of such ships and vessels, and for the better accommodation of the trade and business of said road, so however as not to obstruct and impede the free navigation of said harbor.

SEC. 3. This act shall take effect and be in force from and after the approval thereof by the governor.

H. J. ANDERSON.

Approved, *June 17, 1846.*

STATE OF NEWHAMPSHIRE.

[The right of way for the Atlantic and St. Lawrence Railroad, with the requisite chartered privileges, within the State of New Hampshire, was granted by an act of the Legislature, passed June 30, 1847, entitled, "An Act constituting the Atlantic and St. Lawrence Railroad Company a Corporation within this State."]

STATE OF MAINE.

An Act to authorize the City of Portland to aid the construction of the Atlantic and St. Lawrence Railroad.

Be it enacted by the Senate and House of Representatives in Legislature assembled—as follows :

SECTION 1. The city of Portland is hereby authorised to loan its credit to the Atlantic and St. Lawrence Railroad Company, in aid of the construction of their railroad, subject to the following terms and conditions.

SEC. 2. This act shall not take effect, unless it shall be accepted by the directors of said railroad company, and by the vote of the inhabitants of said city, voting in ward meetings duly called according to law; and at least two-thirds of the votes cast at such ward meetings shall be necessary for the acceptance of the Act. The returns of such ward meetings shall be made to the aldermen of the city, and by them counted and declared, and the city clerk shall make record thereof.

SEC. 3. Upon the acceptance of the act as aforesaid, the city treasurer is authorized to make and issue from time to time, for the purposes contemplated in this Act, the scrip of said city in convenient and suitable sums, payable to the holder thereof, on a term of time not less than twenty, nor more than thirty years, with coupons for interest attached, semi-annually, or yearly, as may be agreed.

SEC. 4. When the railroad company shall have received from assessments upon the shares of the private stockholders therein, and shall have expended upon the construction of the road, and its necessary equipment, the sum of five hundred and fifty thousand dollars, the city treasurer shall then deliver to the directors of the company, the scrip aforesaid to the amount of two hundred thousand dollars. When the company shall have expended that sum in the further construction and equipment of the road, and shall have received from the assessments upon the shares of private stockholders the further amount of one hundred thousand dollars, the city treasurer shall deliver of the scrip a further amount of three hundred thousand dollars.

SEC. 5. When the company shall have expended in the further construction and equipment of the road, at least one-half the proceeds of the scrip last named, further

portions of the scrip shall be from time to time delivered thereafter, in such amounts and proportions that the aggregate of all the scrip delivered shall at no time exceed the whole amount of the assessments paid in and expended. But the whole amount of the scrip to be issued and delivered shall never exceed one million of dollars.

SEC. 6. Before the delivery of any of the scrip, in any of the cases provided in the preceding sections, the directors of the company shall furnish satisfactory evidence to the mayor and aldermen of the city, that all the pre-requisites therein prescribed in the several cases have been respectively complied with, and shall file with the city treasurer a certificate of such compliance, signed by the president and treasurer of the company, to which certificate they shall severally make oath. In all cases, the scrip shall bear date from the delivery thereof, and the proceeds thereof shall be applied by the directors of the company exclusively to the construction and necessary furniture and equipment of the Atlantic and St. Lawrence Railroad.

SEC. 7. Upon the delivery of each and every portion of the scrip aforesaid, the directors shall execute and deliver to the city treasurer, the bond of the company, in an equal amount, payable to the city, conditioned that the company will duly pay the interest on said scrip, and will provide for the reimbursement of the principal thereof, and hold the city harmless on account of the issue of the same, according to the provisions of this Act.

SEC. 8. The directors shall also transfer to the city, upon the delivery of any portion of the scrip as aforesaid, an equal amount in the shares of the company, to be held as collateral security for the bond of the company, required to be given in such case. And the shares so held as collateral shall be credited on the stock books of the company as fully paid up, and no assessments shall ever be required thereon, nor shall any dividends be paid on the same, nor any right of acting or voting at the meetings of the company be claimed or exercised by reason of said shares, so long as the same shall be held as collateral as aforesaid.

SEC. 9. From and after the issue and delivery to the directors of any portion of the scrip aforesaid, the city shall have a lien upon the said railroad, and upon all the property and franchise of the company, to secure the performance of the conditions of all the bonds of the company, executed and delivered under the provisions of this Act.

SEC. 10. For the purpose of providing for the reimbursement of the principal of the scrip, authorized to be issued by this Act, there shall be established a sinking fund, and

commissioners shall be appointed to manage the same. One of said commissioners shall be appointed by the mayor and aldermen of the city, and one by the directors of the company, and in case of a vacancy in the place of either, the same shall be supplied by the mayor and aldermen, or by the directors, respectively. Both of said commissioners shall be appointed and qualified before the delivery to the directors of any of the scrip. The commissioners shall severally be sworn to the faithful discharge of the duties enjoined upon them by this Act, in presence of the city clerk, who shall make a certificate and record thereof, as in the case of the qualification of city officers. Each of the commissioners shall give a bond to the city, with satisfactory sureties, in the penal sum of ten thousand dollars, conditioned for the faithful discharge of his duty as commissioner. They shall receive such compensation as may be established by the directors, which shall be paid to them by the company, and shall not be diminished during their continuance in office.

SEC. 11. Whenever the directors shall receive any portion of the scrip, authorized as aforesaid to be delivered to them, they shall pay to the city treasurer two per cent. of the amount of the scrip so delivered, which amount shall be, by the city treasurer, placed to the credit of the commissioners of the sinking fund, and shall constitute a part of said fund. The directors shall also, annually, in the month of April, pay to the city treasurer, from the income of the road, one per cent. of the whole amount of scrip which shall have been before that time issued and delivered, and shall be then outstanding; but after the expiration of five years from the time of delivery and receipt of the first portion of scrip as aforesaid, the said annual payments from the income of the road shall be increased to one and a half per cent. of the amount of the scrip, then outstanding as aforesaid, and the said annual payments of one per cent. for five years, and one and a half per cent. annually thereafter, shall be successively placed to the credit of the commissioners of the sinking fund, and shall constitute a part of said fund.

SEC. 12. The commissioners shall have the care and management of all the moneys and securities at any time belonging to said fund; but the moneys uninvested, and the securities, shall be in the custody of the city treasurer, who shall be, by virtue of his office, treasurer of the sinking fund, and shall be responsible, on his official bond to the city, for the safe keeping of the moneys and securities of the fund. He shall pay out and deliver any of the said moneys and securities only upon the warrant of the commissioners.

SEC. 13. The commissioners shall from time to time, at their discretion, invest the moneys on hand, securely, so that they shall be productive, and the same may be loaned on mortgage of real estate, or to any county, or upon pledge of the securities of any county in this state, or invested in the stock of this state, or of the United States, or in the stock of any railroad company in New England, whose road is completed, and whose capital has been wholly paid in. Any portion of the fund may be invested in the city scrip authorized by this act, and such scrip shall not thereby be extinguished, but shall be held by the commissioners, like their other investments, for the purposes of the fund. An amount not exceeding ten per cent. of the fund may be loaned on pledge of the stock of any bank, or of any stock insurance company in this state. And the commissioners may from time to time sell and transfer any of said securities.

SEC. 14. The sinking fund, and all the sums which shall be added thereto by accumulation upon the investments thereof, shall be reserved and kept inviolate for the redemption and reimbursement of the principal of the said scrip at the maturity thereof, and shall be applied thereto by the commissioners.

SEC. 15. Any of the shares in the stock of the railroad company, held by the city as collateral, may be sold and transferred by direction of the commissioners of the sinking fund, with the consent of the directors of the railroad company, whenever an exchange thereof can be advantageously made for any of the city scrip, authorized by this act, or whenever the said scrip can be advantageously purchased with the proceeds of any such sale of such collateral shares. And the scrip so purchased or taken in exchange shall be thereupon cancelled and extinguished, and the amount thereof shall be endorsed on the respective bonds of the railroad company, given on the issue and delivery of such scrip. But no part of the sinking fund, or of its accumulations, shall be applied at any time or in any manner to the redemption and extinguishment of the scrip before maturity thereof.

SEC. 16. If the directors of the railroad company shall at any time fail to pay to the city treasurer, for the sinking fund, the amount aforesaid of one per cent. or one and a half per cent. required to be paid into the sinking fund, out of the income of the road, the commissioners are authorized, at their discretion, upon such notice to the company as they shall deem suitable, to sell so many of such collateral shares as may be necessary to produce the amount of such deficiency, and the proceeds of such sale shall thereupon be paid into

the sinking fund, and shall be applied to the purposes thereof. And all conveyances and transfers of such collateral shares shall be made by the city treasurer under the direction of the commissioners of the fund, in pursuance of the provisions of this act.

SEC. 17. The commissioners shall keep a true record of all their proceedings and an account of all the sums paid into the fund, and of the investments made of the same, and shall, annually, in the month of July, report to the mayor and aldermen, and to the directors of the railroad company, their proceedings for the year, the amount and condition of the fund, and the income of the several parts thereof. And their records, and the accounts of the fund, and the securities belonging thereto, shall at all times be open to inspection by such committee as may be appointed for that purpose by the mayor and aldermen, or by the directors of the company.

SEC. 18. To secure the faithful discharge of the several trusts confided to the said commissioners under this act, the supreme judicial court is hereby empowered, upon the complaint of the mayor and aldermen, or of the directors of the railroad company, against the said commissioners, or either of them, concerning any of said trusts and duties, by summary process, according to the course of proceedings in equity, to hear and adjudge upon the matter of such complaint, and to issue thereon any suitable writ or process, and make any proper decree to compel the appropriate discharge and performance of such trusts and duties, and to remove the said commissioners, or either of them; and in case of such removal, the vacancy shall be immediately supplied, as provided in the tenth section of this act.

SEC. 19. If the said sinking fund, with its accumulations, shall at any time exceed the amount of the scrip unredeemed and outstanding, all such excess shall be annually paid over to the railroad company; and if any surplus of the fund shall remain after the redemption and reimbursement of all the scrip, such surplus shall be paid over to the company.

SEC. 20. This act shall take effect and be in force from and after its approval by the governor, so far as to empower the directors of the railroad company, and the inhabitants of the city, to act upon the question of accepting the same, as provided in the second section of this act. And the several ward meetings of the inhabitants for that purpose, shall be called and holden within thirty days after such approval. And if the act shall be accepted as aforesaid, then, after such acceptance and record thereof, all the parts of this act shall take effect and be in full force.

Approved, *August 1, 1848.*

STATE OF VERMONT.

The right of way for the Atlantic and St. Lawrence Railroad, with the requisite chartered privileges within the State of Vermont, were granted by an Act of the General Assembly, passed October 27th, 1848, entitled "An Act constituting the Atlantic and St. Lawrence Railroad Company, a Corporation within the State."

STATE OF MAINE.

An Act additional to an Act to establish the Atlantic and St. Lawrence Railroad Company.

Be it enacted by the Senate and House of Representatives in Legislature assembled—as follows :

SEC. 1. The capital stock of the Atlantic and St. Lawrence Railroad Company is hereby increased ten thousand shares, so that the capital stock of the said company shall consist of not less than ten thousand, nor more than forty thousand shares.

SEC. 2. This act shall take effect from and after its approval by the governor.

Approved, June 12, 1850.

STATE OF MAINE.

An Act to authorize the City of Portland to grant further aid in the construction of the Atlantic and St. Lawrence Railroad.

Be it enacted by the Senate and House of Representatives in Legislature assembled—as follows :

SECTION 1. The city of Portland is hereby authorized to make a further loan of its credit to the Atlantic and St. Lawrence Railroad Company, in aid of the construction of their railroad, subject to the following terms and conditions.

SEC. 2. This act shall not take effect, unless it shall be accepted by the directors of said railroad company, and by the vote of the inhabitants of said city, voting in ward meetings duly called, according to law; and at least two-thirds of the whole number of votes cast at such ward meetings shall be necessary for the acceptance of the act. The returns of such ward meetings shall be made to the aldermen of the city, and they shall count and declare the votes returned, and the city clerk shall make record thereof.

SEC. 3. Upon the acceptance of the act as aforesaid, the city treasurer is authorized to make and issue from time to time, for the purposes contemplated in this act, the scrip of said city, in convenient and suitable sums, payable to the holder thereof, on a term of time not less than twenty, nor more than thirty years, with coupons for interest attached, payable semi-annually, or yearly.

SEC. 4. The whole amount of the scrip to be issued and delivered under that act, shall not exceed five hundred thousand dollars, and the same shall be delivered by the city treasurer to the directors of the railroad company from time to time, as may be required, subject to the several provisions of this act. In all cases, the scrip shall bear date from the delivery thereof, and the proceeds thereof shall be applied by the directors of the company, exclusively to the construction and necessary furniture and equipment of the Atlantic and St. Lawrence Railroad.

SEC. 5. Upon the delivery of each and every portion of the scrip aforesaid, the directors shall execute and deliver to the city treasurer, for the city, the bond of the company, in an equal amount, payable to the city, conditioned that the company will duly pay the interest on said scrip, and will provide for the reimbursement of the principal thereof, and hold the city harmless on account of the issue of the same, according to the provisions of this act.

SEC. 6. The directors shall also, if required by the mayor and aldermen of the city, transfer to the city, upon the delivery of any portion of the scrip as aforesaid, an equal amount in the shares of the company, to be held as security for the faithful performance of all the obligations of the company mentioned in the preceding section, and the certificates of such shares shall be delivered to the city treasurer. The shares so transferred shall be credited in the stock books of the company as fully paid up. But the city shall not be taken and held as a stockholder in the company by reason of the transfer of shares for the purposes aforesaid, under the provisions of this act, or of an

act passed August first, one thousand eight hundred and forty-eight; nor shall any assessments ever be required on the shares hereby authorized to be transferred as aforesaid, nor shall any dividends be paid on the same, nor any right of acting or voting at the meetings of the company be claimed or exercised by reason of said shares, so long as the same shall be held as security as aforesaid.

SEC. 7. From and after the issue and delivery to the directors of any portion of the scrip issued under this act, the city shall have, in addition to the lien which it now has by virtue of the act passed as aforesaid, August first, one thousand eight hundred and forty-eight, a further lien upon said railroad, and upon all the property and franchise of the company, to secure the performance of the conditions of all the bonds executed and delivered under the provisions of this act, which lien may be enforced, in the manner hereinafter provided.

SEC. 8. For the purpose of providing for the reimbursement of the principal of the scrip authorized to be issued by this act, a sinking fund shall be established, and shall be under the management of commissioners. The same persons who shall, from time to time, be the commissioners of the sinking fund created under the act aforesaid, passed August first, one thousand eight hundred and forty-eight, shall be the commissioners of the sinking fund created under this act. They shall severally be sworn to the faithful discharge of the duties enjoined upon them by this act, before the delivery of any portion of the scrip hereby authorized, which oath shall be taken in presence of the city clerk, who shall make record thereof, as in case of the qualification of city officers.

SEC. 9. Whenever the directors shall receive any portion of the scrip, authorized as aforesaid to be delivered to them, they shall pay to the city treasurer, two per cent. of the amount of the scrip so delivered, which amount shall be, by the city treasurer, placed to the credit of the commissioners of the sinking fund, and shall constitute a part of the fund established by this act. The directors shall also, annually, in the month of April, pay to the city treasurer, from the income of the road, one per cent. of the whole amount of scrip which shall have been, before that time, issued and delivered under this act, and which shall be then outstanding; but after the expiration of five years from the time of the delivery and receipt of the first portion of scrip as aforesaid, the said annual payments from the income of the road shall be increased to one and a half per cent. of the amount of the scrip so issued, and

then outstanding as aforesaid, and the said annual payments of one per cent. for five years, and one and a half per cent. annually thereafter, shall be successively placed to the credit of the commissioners of the sinking fund, and shall constitute a part of said fund established by this act.

SEC. 10. The commissioners shall have the care and management of all the moneys and securities at any time belonging to said fund ; but the moneys uninvested and the securities shall be in the custody of the city treasurer, who shall be, by virtue of his office, treasurer of the sinking fund, and shall be responsible, on his official bond to the city, for the safe keeping of the moneys and securities of the fund. He shall pay out and deliver any of said moneys and securities only upon the warrant of the commissioners.

SEC. 11. The commissioners shall from time to time, at their discretion, invest the moneys on hand, securely, so that they shall be productive, and the same may be loaned on mortgage of real estate, or to any county, or upon pledge of the securities of any county in this State, or invested in the stock of this State, or of the United States. Any portion of the fund may be invested in the city scrip authorized by this act, or by the aforesaid act of August first, one thousand eight hundred and forty-eight, and such scrip shall not thereby be extinguished, but shall be held by the commissioners, like their other investments, for the purposes of the fund. An amount not exceeding twelve per cent. of the fund may be loaned on pledge of the stock of any bank, or of any stock insurance company in this State, and the commissioners may from time sell and transfer any of said securities.

SEC. 12. The sinking fund, and all the sums which shall be added thereto by accumulation upon the investments thereof, shall be reserved and kept inviolate for the redemption and reimbursement of the principal of the scrip authorized by this act, at the maturity thereof, and shall be applied thereto by the commissioners.

SEC. 13. Any of the shares in the stock of the railroad company, held by the city for security, as provided in the sixth section of this act, may be sold and transferred by the commissioners of the sinking fund, with the consent of the directors of the company, whenever an exchange thereof can be advantageously made for any of the city scrip, authorized by this act, or whenever the said scrip can be advantageously purchased with the proceeds of any such sale of such collateral shares. And the scrip so purchased or taken in exchange, shall be thereupon cancelled and ex-

tinguished, and the amount thereof shall be endorsed on the respective bonds of the company given on the issue and delivery of such scrip. But no part of the sinking fund established by this act, or of its accumulations, shall be applied at any time or in any manner to the redemption and extinguishment of the scrip before maturity thereof.

SEC. 14. If the directors of the company shall, at any time, fail to pay to the city treasurer, for the sinking fund created by this act, the amount aforesaid of one per cent. or of one and a half per cent. required to be paid into the sinking fund, out of the income of the road, the commissioners are authorized, at their discretion, upon such notice to the company as they shall deem suitable, to sell so many of the shares held by the city for security, as may be necessary to supply the amount of such deficiency, and the proceeds of such sale shall thereupon be paid into the sinking fund, and shall become a part thereof. All such conveyances and transfers of shares, which may be sold as aforesaid, shall be made by the city treasurer under the direction of the commissioners.

SEC. 15. The commissioners shall keep a true record of all their proceedings, and an account of all the sums paid into the fund, and of the investments of the same, and shall, annually, in the month of July, report to the mayor and aldermen of the city, and to the directors of the railroad company, their proceedings for the year, the amount and condition of the fund, and the income of the several parts thereof. Their records, and the accounts of the fund, and the securities belonging thereto, shall at all times be open to the inspection of any committee appointed for that purpose by the mayor and aldermen, or by the directors of the company.

SEC. 16. To secure the faithful discharge of the several trusts confided to the said commissioners under this act, the supreme judicial court is hereby empowered, upon the complaint of the mayor and aldermen of the city, or of the directors of the railroad company, against the said commissioners, or either of them, concerning any of their said trusts and duties, by summary process, according to the course of proceedings in equity, to hear and adjudge upon the matter of such complaint, and to issue thereon any suitable writ or process, and make any lawful decree to compel the appropriate discharge and performance of such trusts and duties, and to remove the said commissioners, or either of them.

SEC. 17. If the said sinking fund, with its accumulations, shall at any time exceed the amount of the scrip unredemmed and outstanding, issued under this act, all such excess shall

be annually paid over to the railroad company; and if any surplus of the fund shall remain after the redemption and reimbursement of all the said scrip, such surplus shall be paid over to the company. And the mayor and aldermen may from time to time cause to be reconveyed to the railroad company such parts of the stock transferred to the city under this act, or the act aforesaid, passed August first, one thousand eight hundred and forty-eight, as they may deem not to be required for the securities herein provided. Upon the final completion of all the duties enjoined upon the commissioners under this act, their records and account shall be deposited with the railroad company.

SEC. 18. For the purpose of securing and enforcing the lien granted to the city by the seventh section of this act, and by the ninth section of the act aforesaid, passed August first, one thousand eight hundred and forty-eight, the directors of the company are hereby authorized, and it shall be their duty, whenever thereto directed by the mayor and aldermen, to execute and deliver to the city of Portland, a mortgage of said railroad, and of all its property real and personal, and of the franchise of the company. Such mortgage shall be signed by the president of the company in his official capacity, and shall be executed according to the laws of the several states through which the railroad shall pass, and shall be of due and legal form, and shall contain apt and sufficient terms for the security of the city against any liabilities then existing, or which may thereafter be incurred in pursuance of this act, and of the act aforesaid, passed August first, one thousand eight hundred and forty-eight. The record of such mortgage in the registry of deeds for Cumberland county, shall be a sufficient registry thereof, to all intents and purposes, within this state. If any portion of the railroad shall not have been completed at the time of the execution of such mortgage, the directors shall be held, whenever thereto requested, as aforesaid, to execute and deliver other like mortgages of any other portion of the road and property, as may be from time to time required, and such further mortgages shall be subject to like provisions, and shall have like operation, as is hereinbefore prescribed.

SEC. 19. If the directors of the company shall neglect or refuse to execute and deliver any such mortgage, after request as aforesaid, the mayor and aldermen may cause a suit in equity to be instituted in the name of the city, to compel the due execution and delivery thereof. The supreme judicial court for the county of Cumberland shall have jurisdiction of such suit, and shall hear and determine the

same, by summary process in their discretion, and shall make such decree therein as may be suitable to effect the purposes herein required.

SEC. 20. For the purpose of foreclosing any such mortgage upon the property and franchise of the company, within this state, it shall be sufficient for the mayor and aldermen to give notice according to the mode prescribed in the fifth section of the one hundred and twenty-fifth chapter of the revised statutes, which notice may be published in a newspaper printed in the city of Portland, and record thereof may be made within thirty days after the date of the last publication, in the registry of deeds for the county of Cumberland, which publication and record shall be sufficient for the purposes of such foreclosure. Upon the expiration of three years from and after such publication, if the conditions of such mortgage shall not within that time have been performed, the foreclosure shall be complete, and shall be sufficient to make the title to all the property and franchise aforesaid, absolute in the city of Portland. And any transfer of any of the personal property of the company, made after publication of such notice to foreclose, without the consent of the mayor and aldermen, shall be wholly void; but lawful transfers and charges, of any of the personal property of the company, not including the franchise, and the rails actually laid, and the right of way, may be made, notwithstanding such mortgage, before publication of notice to foreclose as aforesaid; and all personal property acquired by the company, by purchase, exchange, or otherwise, after the execution and delivery of any such mortgage, shall be covered and held thereby.

SEC. 21. If the directors of the company shall, at any time, neglect or omit to pay the interest, which may become due upon any portion of the scrip issued and delivered under the provisions of this act, or of the act aforesaid, passed August first, one thousand eight hundred and forty-eight, or to make the annual payments thereby required for the sinking fund, the city of Portland may take actual possession in the manner hereinafter provided, of the railroad, of all the property real and personal of the company and of the franchise thereof, and may hold the same and apply the income thereof, to make up and supply such deficiencies of interest and amounts payable for the sinking fund, and all further deficiencies that may occur, while the same are so held, until such deficiencies shall be fully made up and discharged. A written notice, signed by the mayor and aldermen, or by a majority of their number, and served upon the president or treasurer, or any director of the

company, or if there are none such, upon any stockholder in the company, stating that the city thereby takes actual possession of the railroad, and of the property and franchise of the company, shall be a sufficient actual possession thereof, and shall be a sufficient legal transfer of all the same for the purposes aforesaid to the city, and shall enable the city to hold the same, against any other transfers thereof, and against any other claims thereon, until such purposes shall have been fully accomplished. Such possession shall not be considered as an entry for foreclosure, under any mortgage hereinbefore provided, nor shall the rights of the city, or of the company, be in any manner affected thereby.

SEC. 22. All moneys received by or for the railroad company, after notice as aforesaid, from any source whatever, and by whomsoever the same may be received, shall belong to and be held for the use and benefit of the city, in the manner and for the purposes herein provided, and shall, after notice given to the persons receiving the same, respectively, be by them paid to the city treasurer, which payment shall be an effectual discharge from all claims of the company therefor; but if any person, without such notice, shall make payment of money so received to the treasurer of the company, such payment shall be a discharge of all claims of the city therefor. All moneys received by the treasurer of the company, after such notice, or in his hands at the time such notice may be given shall be by him paid to the city treasurer, after deducting the amount expended or actually due for the running expenses of the road, for the salaries of the officers of the company, and for repairs necessary for conducting the ordinary operations of the road. Such payments shall be made to the city treasurer at the end of every calendar month, and shall be by him applied to the payment of the interest due as aforesaid, and placed to the credit of the commissioners of the sinking fund, in the amounts required by the provisions of this act, and the act aforesaid, passed August first, one thousand eight hundred and forty-eight. And any person who shall pay or apply any moneys received as aforesaid, in any manner contrary to the foregoing provisions, shall be personally liable therefor, and the same may be recovered, in an action for money had and received, in the name of the city treasurer, whose duty it shall be to sue for the same, to be by him held and applied, as is herein required.

SEC. 23. For the purpose of effecting the objects prescribed in the preceding sections, the mayor and aldermen may cause a suit in equity to be instituted in the name of the city, in the supreme judicial court, in the county of

Cumberland, against the railroad company, its directors and any other persons, as may be necessary for the purpose of discovery, injunction, account or other relief under the provisions of this act. And any judge of the court may issue a writ of injunction, or any other suitable process, on any such bill, in vacation or in term time, with or without notice, and the court shall have jurisdiction of the subject matter of such bill, and shall have such proceedings and make such orders and decrees, as may be within the power and according to the course of proceedings of courts in equity, and as the necessities of the case may require.

SEC. 24. If the railroad company shall, after notice of possession as aforesaid, neglect to choose directors thereof, or any other necessary officers, or none such shall be found, the mayor and aldermen of the city shall appoint a board of directors, consisting of not less than seven persons, or any other necessary officers, and the persons so appointed shall have all the power and authority of officers chosen or appointed under the provisions of the act establishing the said company, and upon their acceptance of such offices shall be subject to all the duties and liabilities thereof.

SEC. 25. This act shall take effect from and after its approval by the governor, so far as to empower the directors of the railroad company, and the inhabitants of the city to act upon the question of accepting the same. The several ward meetings of the inhabitants for that purpose, shall be called and holden within thirty days after such approval. And if the act shall be accepted as aforesaid, then, after such acceptance, and record thereof, all the parts of the act shall take effect and be in full force.

Approved *July 27, 1850.*

TRUST MORTGAGE TO SECURE BONDS OF THE COMPANY, APRIL 1, 1851.

Know all men by these presents, that the Atlantic and St. Lawrence Railroad Company, a corporation established by the Legislature of the state of Maine, and created a corporation within the several states of New Hampshire and Vermont, by the Legislatures of those states respectively, for the purpose of effecting the several trusts and securities hereinafter set forth, and in consideration of one dollar paid by the grantees and trustees hereinafter named, doth hereby

give, grant, bargain, sell and convey to Ether Shepley, John Anderson and John Rand, all of Portland, in the county of Cumberland, in the state of Maine, Esquires, and to their survivors and successors as hereinafter designated, all the railroad of said company, known as the Atlantic and St. Lawrence Railroad, situated in the counties of Cumberland and Oxford, in the State of Maine, and continued, and to be continued, through the northern parts of the states of New Hampshire and Vermont, including all the land and right of way taken and held by said company in the states aforesaid, for the purposes of its road, and all the franchise of said company granted by the several states aforesaid, together with all the real estate of said company situated in the said counties of Cumberland and Oxford, and in any county or counties in the said states of New Hampshire and Vermont, and all the rails and superstructure, the cars, engines, and other furniture, machinery and equipment of said road, and all other personal property of said company, appertaining to and connected with the customary use and working of said railroad and the machinery thereof; subject to the prior liens of the city of Portland upon the said railroad, and all the property and franchises of said company created by the several acts of the Legislature of Maine, passed August first, one thousand eight hundred and forty eight, and July twenty-seventh, one thousand eight hundred and fifty, and subject to a mortgage dated February third, A.D. one thousand eight hundred and fifty one, executed and delivered by the said company to the said city of Portland under the provisions of the act aforesaid, passed July twenty-seventh, one thousand eight hundred and fifty, and to any other and further mortgage, which may at any time be made by said company to said city in pursuance of said act, and subject also to any and all future assurances and conveyances which may be made by said company to said city in pursuance of covenants for that purpose contained and expressed in the mortgage aforesaid.

To have and to hold the premises, with all the privileges and appurtenances thereunto belonging, to them the said grantees, their survivors and successors upon the conditions, trusts and agreements, hereinafter set forth, as follows :

Whereas, the directors of the said railroad company, on the third day of February, one thousand eight hundred and fifty-one, voted " that this company issue a series of bonds to the amount of one million five hundred thousand dollars payable in fifteen years, with semi-annual interest coupons annexed, of the following denominations, viz.: \$900,000 in bonds, of \$1,000 each; \$450,000 in bonds, of \$500 each; both made

payable, principal and interest in Boston, and \$150,000 in bonds of \$200 each, payable principal and interest, at the treasurer's office in Portland, all said bonds to bear date the first day of April, one thousand eight hundred and fifty-one," and whereas the stockholders of said company on the sixth day of March, one thousand eight hundred and fifty-one, voted that the directors be authorized to make a mortgage of the whole road and all the real and personal property and franchise of the company, to secure the aforesaid bonds of the company subject to the prior lien and mortgage to the city of Portland, and the directors of said company have accordingly issued the bonds of said company of the tenor aforesaid, and delivered the same to the purchasers thereof, to the amount in the aggregate of \$1,500,000, and the said grantees herein named, have agreed to accept the said conveyance and the trusts hereby made, created and declared, for the purpose of securing the payment of the bonds aforesaid with interest thereon, according to the tenor thereof, to the several holders of the same.

Now, if said company shall well and truly pay the interest which shall from time to time accrue and become payable upon any and all of said bonds, and shall well and truly pay the principal of the same, at the maturity thereof, then this deed shall be void, otherwise shall be and remain in full force.

It is agreed that the said company may continue in possession of, and manage the said railroad and other property aforesaid, so long as it shall punctually pay the interest and principal aforesaid according to the tenor of said bonds, and may from time to time renew and replace any of the personal property hereby conveyed by other property of like character, and suited in like manner for the purposes of said railroad, according to the charter of said company.

This conveyance is made upon the following further trusts and agreements, that is to say:

First. If the said railway company shall at any time fail to pay the interest which shall become due and payable upon any of the bonds aforesaid, or shall fail to pay the principal of the same, according to the tenor thereof, it shall then be lawful for the trustees aforesaid, their survivors and successors, subject to the prior rights of the city of Portland as aforesaid, into and upon all and singular the premises heretofore granted, to enter, and the same to take into their actual possession, with full power and authority, as trustees as aforesaid, to manage and control the said property, franchise and estate, and to work the said railroad and machinery and equipment, and receive the income, rents and profits

thereof, and after providing for the expenses incident to such management, working and control, and necessary to keep the said railroad and other property in suitable condition for business according to the charter of said company, and after paying whatever sums may become due, from time to time to provide for payment of interest and reimbursement of principal of the scrip issued by the city of Portland and delivered to the said railroad company in pursuance of the several acts authorizing the said city to aid the construction of said railroad, to apply the net proceeds and balance of such income remaining in the hands of said trustees, to the payment of the interest or principal aforesaid of the bonds secured by this conveyance, which shall then be due and unpaid as aforesaid.

Second. If at any time the said company shall for the space of six months after any such entry and taking of actual possession by the said trustees, fail to provide for and supply the deficiency of interest or principal due as aforesaid upon the bonds hereby secured, and the proceeds and balance as aforesaid of the rent, income and profits accruing in the hands of said trustees, shall not be adequate to supply such deficiency, and any number of the holders of said bonds, holding not less than *five hundred thousand dollars* of principal, shall request in writing the said trustees to sell the property, estate and franchise hereby conveyed, for the purpose of supplying such deficiency, it shall be lawful for said trustees and their successors to sell the whole property, estate and franchises hereby conveyed at public auction, at such time and place and upon such terms as they shall prescribe. But before any such sale, the said trustees shall give public notice thereof by advertisement, to be inserted in at least two newspapers printed in Portland, once a week for three months prior to the time of such intended sale. And if the said company shall before actual sale as aforesaid, pay all such amounts as may be then due upon any and all of said bonds and coupons, and all the expenses incurred by the said trustees to that date, the proceedings under such notice of sale shall be stayed and vacated, and no sale shall take place. But the said trustees and their successors, may upon the same terms and conditions, give notice of sale as aforesaid, whenever and so often as there may be a failure to pay the interest and principal of said bonds due as aforesaid until a *sale* shall be actually made. And for the purpose of making and completing such sale, the said trustees and their successors are hereby empowered, with authority irrevocable, to make and execute good and sufficient deeds to pass a full and complete title to any and all the property

so sold and conveyed, and out of the proceeds of such sale after paying all expenses which may have arisen under the proceedings of said trustees, as herein authorized, to receive and hold the net proceeds, and apply the same to the payment of all said bonds, which may then be outstanding, whether the same have matured or not, and all the interest thereon, which may have accrued and be due at the time of such payment. And if such net proceeds be insufficient to pay the whole of the bonds and interest according to the tenor thereof, then the same shall be distributed and paid proportionally to and among the holders of the bonds then outstanding as aforesaid. And if any balance shall remain in the hands of said trustees, after paying said bonds and interest and all expenses arising in execution of this trust, the said trustees and their successors shall account for and pay over such balance to said company. But all the rights and powers of said trustees to enter upon, sell and dispose of the property, estate and franchise aforesaid, shall be subject to the prior rights of the city of Portland, as hereinbefore defined and declared.

Third. Whenever a vacancy shall occur in the number of the trustees hereby appointed, by the death, resignation, permanent disability, or removal from this state, of any one of them, whether before or after his acceptance of the trust hereof, the surviving and remaining trustees shall immediately nominate and appoint some suitable person, an inhabitant of the state of Maine, to supply such vacancy, which appointment shall be certified upon this deed under the hand of the trustees so appointing, and shall be by them made known to the directors of said company. And the person so appointed shall succeed to and have all the powers of the trustees in whose place he shall be appointed.

If at any time there shall be two vacancies in the number of said trustees, the nomination and appointment to supply said vacancies shall be made by the surviving and remaining trustee, in the same manner and under the restrictions aforesaid, and all the successors appointed as aforesaid shall have all the powers hereby granted to the trustees named in this instrument, and all future vacancies in the number of such successors shall be filled by the surviving and remaining trustees and successors in the manner hereinbefore prescribed.

And so often as any new trustee or trustees hereof shall be appointed, all the estate, property and interest, which shall for the time being be holden upon the trusts hereof, shall be thereupon so conveyed, assigned and transferred by

the acting trustee or trustees, to such new trustee or trustees, as that the same shall vest in and be holden jointly by all of said trustees to and for the same trusts, and upon the same conditions, and with and subject to the same powers and provisions as are herein contained and declared of and concerning the premises granted, and the trustees named in this instrument, so far as the same trusts, powers, conditions and provisions shall then be subsisting and capable of taking effect.

Fourth. Whenever the said trustees shall have entered upon and taken possession of the property hereby conveyed for the purposes herein provided, if, before any actual sale of said property, the said company shall have fully satisfied and performed all the conditions for breach of which such entry was made, and paid all the expenses incurred by said trustees under such entry and possession, or the same shall have been satisfied and paid out of the income, rents and profits received by said trustees from working and managing said railroad and other property, the said trustees shall thereupon relinquish to the company all possession and control of said road and franchise and other property, and any time for which the same shall have been held by said trustees, prior to any such relinquishment, shall not be taken or reckoned as effecting or leading to a foreclosure of this mortgage.

Fifth. Whenever the said trustees and their successors shall be in possession of said railroad and other property, they shall grant all such reasonable inspection of their accounts, records and proceedings, as may at any time be required by any committee of the directors, or of the stockholders of said company.

And the said trustees shall in no event be personally liable for each other, but any one of them is to be accountable and liable only for his own act, misdoing or neglect.

And the said company hereby covenants and agrees to and with the said trustees, that upon demand of said trustees, it will, at any time hereafter, subject to the prior rights of the city of Portland, as aforesaid, make any other and further assurance and conveyance to said trustees, of the said railroad and other property held and used in connection therewith, as the same shall be from time to time extended, enlarged and completed, so as to make the whole of said road under the several charters of the company, and all the franchise and property aforesaid, subject to and liable for the payment of the bonds and interest hereinbefore described.

In witness whereof, the said Atlantic and St. Lawrence

Railroad Company, has caused these presents to be subscribed by Josiah S. Little, President of said company, and the seal of said company to be hereunto affixed, and the said Ether Shepley, John Anderson and John Rand, in testimony of their acceptance of the grant and trusts hereby made, created and declared, have hereunto severally set their hands and seals this first day of April, in the year of our Lord one thousand eight hundred and fifty-one.

JOSIAH S. LITTLE,
President of the A. & St. L. R. R. Co.
ETHER SHEPLEY,
JOHN ANDERSON,
JOHN RAND.

Signed, sealed and delivered, in presence of

WM. H. WOOD,
H. W. HERSEY.

Countersigned by

CHAS. E. BARRETT, *Treasurer.*

STATE OF MAINE.

An Act to authorize the City of Portland to grant further aid in the construction of the Atlantic and St. Lawrence Railroad.

*Be it enacted by the Senate and House of Representatives in Legislature assembled—*as follows :

SECTION 1. The city of Portland is hereby authorized to make a further loan of its credit to the Atlantic and St. Lawrence Railroad Company, for the purpose of aiding the final completion and equipment of the railroad of said company, subject to the following terms and conditions.

SEC. 2. This act shall not take effect, unless it shall be accepted by the directors of the said railroad company, and by the vote of the inhabitants of said city in ward meetings duly called according to law: and at least two-thirds of the votes cast at such ward meetings shall be necessary for the acceptance of the act. The returns of such ward meetings shall be made to the aldermen of the city, and they shall count and declare the votes returned, and the city clerk shall make record thereof.

SEC. 3. Upon the acceptance of the act as aforesaid, the city treasurer shall make and issue for the purposes con-

templated in this act, the scrip of said city, in convenient and suitable sums, payable to the holder thereof, on a term of time not less than twenty, nor more than thirty years, with coupons for interest attached, payable semi-annually or yearly. The whole amount of said scrip shall not exceed the sum of five hundred thousand dollars, and the same shall be delivered by the city treasurer to the directors of the railroad company, subject to the several provisions of this act. The proceeds of the same shall be applied by the directors of the company, exclusively to the construction and necessary equipment of the Atlantic and St. Lawrence Railroad.

SEC. 4. Upon the delivery of the scrip as aforesaid, the directors of the railroad company shall execute and deliver to the city treasurer, for the city, the bond of the company, in a suitable penal sum, conditional that the company will pay the interest and the principal of said scrip, and will hold the city harmless and free from all expenditure, damage or loss, on account of the issue and delivery of the same.

SEC. 5. As a further security for the issue and delivery of the scrip, the directors of the company shall also deliver to the city treasurer, the mortgage bonds of said company issued and bearing date on the first day of April, eighteen hundred and fifty-one, and secured by a deed of trust and mortgage of said railroad and the franchise and property of the company, of the same date, heretofore executed and delivered by said company to trustees for the benefit of the holders of the mortgage bonds aforesaid. The amount of said mortgage bonds so delivered to the city treasurer, shall be equal to the amount of the scrip issued and delivered under this act, and the same shall be held by the city treasurer for the time being as collateral security to the obligation and bond given by the company as aforesaid, to hold and save the city harmless on account of the issue and delivery of said scrip. Upon the payment by the company of the interest which shall from time to time accrue upon the said scrip, the city treasurer shall cancel and surrender to the company an amount of the interest warrants attached to said mortgage bonds, equal to, and corresponding as nearly as may be, in date, to the amount of interest so paid on said scrip.

SEC. 6. At the maturity of the mortgage bonds, herein provided to be delivered as collateral security, and after the payment of all the other mortgage bonds issued under said deed of trust and mortgage, if any portion of the scrip hereby authorized to be issued, shall be unredeemed and

outstanding, the trustees for the time being under said deed of trust and mortgage, shall be authorized to release, assign and convey to the city of Portland, all the title and interest, which they may then have in the estate, property and franchise of the company by virtue of said deed, and of any other conveyances made in pursuance of the covenants therein contained, which conveyance shall be a discharge of said trustees from all the trusts created and declared in said deed, and the city shall, by such conveyance take and hold the said estate property and franchise as in mortgage, for the security and indemnity of the city, on account of the issue and delivery of its scrip, as herein authorized, until the final redemption and reimbursement of said scrip, and the interest accruing thereon.

SEC. 7. This act shall take effect and be in force, from and after its approval by the governor, so far as to authorize the directors of the company, and the inhabitants of the city to act upon the question of accepting the same. The several ward meetings of the inhabitants for that purpose shall be holden within three months after such approval. And if the act shall be accepted as aforesaid, then, after such acceptance, and record thereof, all the parts of this act shall take effect and be in force.

Approved, *February 13, 1852.*

An Act respecting conveyances taken by the Commissioners of the Sinking Funds, of the Atlantic and St. Lawrence Railroad.

Be it enacted by the Senate and House of Representatives, in Legislature assembled—as follows :

SECTION 1. If the commissioners of the sinking funds created under the several acts, authorizing the city of Portland to aid the construction of the Atlantic and St. Lawrence Railroad, passed respectively August first, one thousand eight hundred and forty-eight, and July twenty-seventh, one thousand eight hundred and fifty, shall at any time have or take any conveyance to themselves in their capacity as commissioners of said funds, their successors and assigns, for the purpose of securing any of the investments of said funds, all the title and estate of said commissioners, under

such conveyance, shall, in case of a vacancy in the place of either of them, vest in the remaining commissioners, and shall pass to and be upheld in their successors, as the same shall be lawfully appointed from time to time, and such survivors and successors shall take and hold the said title and estate, with all the powers necessary to effect the objects of the conveyance.

SEC. 2. This act shall take effect from and after its approval by the governor.

Approved, *February 17, 1853.*

An Act to authorize a Lease of the Atlantic and St. Lawrence Railroad.

Be it enacted by the Senate and House of Representatives in Legislature assembled—as follows :

SECTION 1. The Atlantic and St. Lawrence Railroad Company is hereby authorized, at any time within two years from the passage of this act, to enter into and execute such a lease of the railroad of the said company or contract in the nature of a lease, as will enable the lessees thereof to maintain and operate by means of said railroad and other roads in extension of the same, a connected line of railroads, from the Atlantic Ocean at Portland to the city of Montreal, in the province of Canada, and thence to the western part of said province: but nothing contained in this act or in any lease or contract that may be entered into under the authority of the same, shall exonerate the said company or the stockholders thereof from any duties or liabilities now imposed upon them by the charter of said company, or by the general laws of the state. Nor shall anything herein contained in any manner limit or circumscribe any power of the legislature of this state, to enact laws affecting the rights, privileges, or duties of said company, and a majority of the directors of said company shall always be citizens of the state. And said company shall keep their office and books in this state.

SEC. 2. No such lease or contract shall be entered into, unless authority for that purpose shall be given to the directors of said company by a vote of the stockholders thereof, at a legal meeting of the company.

SEC. 3. The city of Portland shall be a party to any lease or contract that may be entered into in pursuance of this act, so far as that the written assent of the mayor and aldermen of the city shall be required thereto, which assent shall be expressed under their signatures or the signature of a majority of them, upon the instrument of lease or other contract aforesaid. And no alteration of the terms, conditions and provisions of any such lease or contract shall have any validity, unless the same is in writing, and assented to, as aforesaid, by the mayor and aldermen, as well as by the other parties to said lease or contract.

SEC. 4. This act shall take effect upon its approval by the governor.

Approved, *March 29, 1853.*

An Act to provide for the conversion of shares in the Capital stock of the Atlantic and St. Lawrence Railroad Company.

Be it enacted by the Senate and House of Representatives in Legislature assembled—as follows :

SECTION 1. The directors of the Atlantic and St. Lawrence Railroad Company are hereby authorized, at the request of any of the stockholders of said company, as hereinafter provided, to convert the shares in the capital stock of said company, now expressed in values of the currency of the United States, into shares expressed in values of the sterling currency of England, and to issue certificates thereof in shares of one hundred pounds sterling each.

SEC. 2. Whenever any holder of the present stock of the company shall surrender the certificates of not less than five shares thereof to the treasurer of the company, and request the conversion of the same into sterling shares as aforesaid, the treasurer shall issue to such holder or to his written order, certificates of one share of one hundred pounds sterling, equivalent to four hundred and eighty-four dollars, for every five shares of the present stock so surrendered, together with a certificate of one fractional share right of the par value of sixteen dollars for every such five shares surrendered.

SEC. 3. For the purpose of converting such fractional

share rights into integral shares in the stock of the company of either denomination, any person holding such fractional rights shall be entitled, on application to the treasurer, and surrender of the certificates thereof, to receive a certificate of four shares in the stock of the company, of one hundred dollars each, for every twenty-five of such fractional rights so surrendered, and in like manner shall be entitled to receive a certificate of four shares of one hundred pounds sterling each for every one hundred and twenty-one of such fractional rights so surrendered. Whenever any new issue shall be made of shares in the capital stock of said company not heretofore subscribed for and taken, such new shares may be of either of the denominations of stock aforesaid, at the option of the person entitled thereto.

SEC. 4. All dividends which shall be payable by the company, shall be divided in equal proportional amounts to the several holders of the stock of both denominations; and whenever a stock vote shall be taken at any meeting of the company, the number of votes which the holder of any sterling shares shall be entitled to cast, shall be the product of the number of his shares, including such as he may represent by proxy, multiplied by four and eighty-four hundredths, disregarding fractions in such product.

SEC. 5. The directors of said company are further authorized to open and provide for the keeping of transfer books for such sterling shares in London, in England, under such regulations as they may deem expedient, for the convenience and security of the stockholders and of the company. They may also adopt such form of certificates of shares as may be suitable to effect the objects of this act, and may insert therein a stipulation for the payment of dividends in London, which stipulation shall be binding upon the company. But nothing in this act contained shall exonerate the said company from the general duties and liabilities imposed upon them by the charter, and by the general laws of this state; and the principal office of said company, and its records, books, and papers, except the transfer books aforesaid, shall continue to be kept within this state.

SEC. 6. The authority granted by this act shall not be exercised until the same shall have been approved and accepted by the directors of said company, and by the stockholders at legal meetings of those bodies respectively, nor until the directors have, by vote, established the several regulations and forms required for effecting its objects. And no certificate shall be issued as herein provided, until after the publication of notice by authority of the directors,

in some newspaper printed in Portland, that the act has been accepted, and that they have established the several regulations and forms required as aforesaid.

Approved, *September 28, 1853.*

LEASE

*To Trustees for the Grand Trunk Railway Company of Canada,
August 5, 1853.*

Whereas, the Atlantic and St. Lawrence Railroad Company, a corporation established by the legislature of the state of Maine, and the Grand Trunk Railway Company of Canada, a corporation established by the legislature of the province of Canada, have negotiated respecting the leasing of the railroad of the said Atlantic and St. Lawrence Railroad Company to the said Grand Trunk Railway Company, under the authority granted by an act of the legislature of Maine, passed on the twenty-ninth day of March, in the year of our Lord one thousand eight hundred and fifty-three, entitled an act to authorize a lease of the Atlantic and St. Lawrence Railroad, and the said companies have preliminarily agreed, the said Atlantic and St. Lawrence Railroad Company to grant, and the said Grand Trunk Railway Company to accept a lease of said railroad and its appurtenances, in substance upon the terms, agreements, covenants and conditions hereinafter, in this instrument, recited and set forth, but the said Grand Trunk Railway Company has not now the legal competency to enter into and execute such lease, for want of the requisite legislative authority therefor, and the HON. JOHN ROSS, of Belleville, in the province of Canada, BENJAMIN HOLMES, Esq., of Montreal, in the said province, and WILLIAM JACKSON, Esq., of Birkenhead, England, stockholders in said Grand Trunk Railway Company, in furtherance of the objects of said companies, and to promote the ultimate and definitive execution of their preliminary agreement as aforesaid, have undertaken, as hereinafter recited, to enter into and accept a lease of said railroad and appurtenances for the purpose of holding the same in behalf of said Grand Trunk Railway Company pending and until the procurement of the requisite legislative authority to enable said company definitively to execute and complete said preliminary agreement, and in its own behalf to enter into, execute and accept a lease as aforesaid, and with the intent that as soon as such authority shall be procured, they, the said Ross, Holmes and Jackson, shall assign and transfer all their right,

title and interest in said railroad and appurtenances, to the said Grank Trunk Railway Company :

And whereas, the said Atlantic and St. Lawrence Railroad Company by the act of the Legislature of Maine aforesaid, was authorized at any time within two years from the passage of said act, to enter into and execute such a lease of the railroad of said company or contract in the nature of a lease as would enable the lessees thereof to maintain and operate by means of said railroad and other roads in extension of the same, a connected line of railroads from the Atlantic Ocean at Portland to the city of Montreal, in the province of Canada, and thence to the western part of said province :

And whereas, the stockholders of the said Atlantic and St. Lawrence Railway Company, at a legal meeting held on the tenth day of June in the year of our Lord one thousand eight hundred and fifty-three, by their vote authorized the directors of said company to enter into such a lease, or contract in the nature of a lease, as is contemplated and described in the act aforesaid :

Now, this indenture, made this fifth day of August, in the year aforesaid, between the said Atlantic and St. Lawrence Railroad Company, on the one part, and the Hon. John Ross, Benjamin Holmes and William Jackson, Esquires, aforesaid, on the other part, *witnesseth*, that in consideration of the premises, and of the rents, covenants and agreements hereinafter reserved and contained, by and on the part of them, the said Ross, Holmes and Jackson to be paid, done and performed, the said Atlantic and St. Lawrence Railroad Company, doth hereby demise and lease to them, the said Ross, Holmes and Jackson, the railroad of the said Atlantic and St. Lawrence Railroad Company, as now chartered, located and constructed, commencing at the city of Portland, in the state of Maine, extending thence to the boundary line of the state of New Hampshire, and thence continuing through the state of New Hampshire to and into the state of Vermont, as far as the Common Junction at Island Pond, in the county of Essex, in the said state of Vermont, together with all the property and estate, real, personal and mixed, wheresoever the same may be situated, belonging to said Atlantic and St. Lawrence Railroad Company, appurtenant to and designed for the purposes of maintaining and operating said railroad ; including all the stations, warchouses and other buildings, bridges, piers, wharves, shore rights, water rights and harbor privileges belonging to, vested in or possessed by said Atlantic and St. Lawrence Railroad Company, and all the rights of way, and other easements, rights to acquire easements, the road bed, superstructure, equipment, apparatus, implements, rails and other materials and stores, which the said company

possesses, claims, holds, occupies and enjoys for the objects of its incorporation, under the charter thereof, according to the schedule of said property and estate hereinafter named and marked "*schedule of property*," also all the tolls, rates, fares, rents and income which the said company is now or may hereafter be entitled to receive and take, and all its right to demand, collect and receive the same, and all the claims of every nature, credits, choses in action, causes of action, appeals and rights of appeal, which shall belong to and be held by said company at the commencement of and during the term herein defined and limited.

To have and to hold the said railroad, property, estate, rights and privileges and all and singular the premises hereby demised with the appurtenances thereof to them the said Ross, Holmes and Jackson, and the survivors and survivor of them, in trust, until assignment thereof as hereinafter provided, and to their said assigns herein designated, for and during the full term of nine hundred and ninety-nine years, from the first day of July, in the year of our Lord one thousand eight hundred and fifty-three.

Subject to the provisions of all the special acts of the Legislatures of the states of Maine, New Hampshire and Vermont respectively, creating, limiting, defining or restraining the rights, privileges, powers and duties of the said Atlantic and St. Lawrence Railroad Company, and to all the provisions of the general laws of said states now in force, and which may hereafter be enacted affecting the said company.

Subject also to the provisions of any and all mortgages, grants, leases and conveyances of whatever nature heretofore executed by said company of its said railroad, property, estate, privileges and rights or any part thereof, and to all liens and incumbrances now lawfully existing on the same.

Reserving hereupon a yearly rent payable by the lessees and assigns to the said Atlantic and St. Lawrence Railroad Company, of the sum of one hundred and eight thousand nine hundred dollars, being at the rate of six dollars in the hundred by the year upon the aggregate amount of eighteen thousand one hundred and fifty shares in the capital stock of said Atlantic and St. Lawrence Railroad Company at the par value thereof, being all the shares now lawfully issued and entitled by virtue of existing contracts to be issued, of the said capital stock, except certain collateral shares hereinafter mentioned, to be paid in equal half-yearly payments at said Portland on the thirty-first day of December and thirtieth day of June, in every year for and during the term of this lease.

This lease is made and accepted upon the following and further terms, covenants and agreements—that is to say :

First. The said lessees are to maintain and operate, and hereby jointly and severally covenant for themselves and the survivors and survivor of them, that they will maintain, operate, use and employ the railroad, property, estate, rights, and privileges hereby demised, in furtherance of the objects contemplated by the charter of the said Atlantic and St. Lawrence Railroad Company, in the several states within which the same is located and constructed, and in pursuance of all the general and special laws of the states aforesaid affecting the same, and in such manner as to promote the best public convenience and advantage, under said charter and laws, during the term of this lease.

Second. The said lessees further covenant as aforesaid, that they will at all times during the term of this lease, maintain and keep the said railroad, buildings, superstructure, equipment and other property hereby demised and enumerated in the schedule of property aforesaid, and such as may be substituted in pursuance of this indenture, in place of the same, in good and substantial repair and condition, and will from time to time make such alterations, improvements and enlargements of said railroad and its appurtenances, and such additions to and renewals of its buildings, equipment, apparatus and other moveable property of every kind as shall be necessary for the most safe, convenient and regular transportation to the largest practicable amount of passengers, goods and mails, upon all and every part of the line, and from all the several stations of said railroad, so as to accomplish most effectually the public objects contemplated by the charter of said Atlantic and St. Lawrence Railroad Company, and by the laws of the several states aforesaid affecting the same, and to promote and sustain, most beneficially, all the possible reversionary interests of the said Atlantic and St. Lawrence Railroad Company.

Third. The said lessees are hereby authorized to sell or otherwise dispose of, alter, amend and repair any of the buildings, rails, equipment, apparatus or other moveable property hereby demised and enumerated in the schedule of property aforesaid, or which may at any time be used or employed in or about said railroad or be appurtenant thereto, so however that in all such cases, and the said lessees hereby covenant as aforesaid, that in all such cases there shall be substituted in place of that which is sold or otherwise disposed of, altered, amended or repaired, other property of the like kind and equally good or better for the like purposes—and the said lessees are hereby further authorized to cause to be made or constructed any new buildings, tracks, rails, apparatus, equipment, or other moveable property, necessary and beneficial to be used for the purposes of said railroad, and to make any and all improvements, alterations and repairs, renewals

and enlargements of said railroad, which may be necessary for the greatest efficiency and use of the same, but not so as to divert the same from its present location, nor to impair the most convenient public use of the same.

Fourth. The said lessees further covenant as aforesaid, that they will duly pay the rent herein reserved, at the times and in the manner herein provided, without demand of the same, and will duly pay all taxes which may lawfully be assessed in any jurisdiction, and for any purpose, upon any and all the corporate property, rights, estate and franchise of the said Atlantic and St. Lawrence Railroad Company.

Fifth. The said lessees further covenant as aforesaid, that they will assume, provide for, satisfy and fully discharge all the debts, liabilities and obligations of the said Atlantic and St. Lawrence Railroad Company, which are over and above the funded debt hereinafter mentioned, and which are enumerated in the schedule thereof hereinafter named, and marked "*schedule of debts,*" and all the debts, liabilities and obligations, if any, which may hereafter during the term of this lease by implication of law, arise against and be due from said Company, and will fully and for ever guarantee, indemnify, save and hold harmless the said Atlantic and St. Lawrence Railroad Company and the stockholders thereof against all liability for principal or interest on account of any mortgage bonds heretofore issued by said Company, and on account of any bonds, mortgages, obligations or assurances heretofore given by said Company to the city of Portland, to secure the said city for the loan of its credit to said Company.

Sixth. The said lessees further covenant as aforesaid, that they will for ever guarantee, indemnify, save and hold harmless the said Company against all liability for payment of principal or interest of the certificates of loan heretofore issued by said city to said Atlantic and St. Lawrence Railroad Company, in aid of the construction of said Railroad, and against all costs and expenses arising from any suit or legal proceeding instituted by any holder of such certificates, and will undertake and perform all the duties and assume all the liabilities imposed upon the said Atlantic and St. Lawrence Railroad Company by the several Acts of the Legislature of Maine, authorizing the said city to issue the certificates aforesaid, and will duly provide for and make all such contributions and payments as the said Atlantic and St. Lawrence Railroad Company is by law required to make to the several sinking funds, created and established by Acts of the Legislature of Maine for the reimbursement of the loans, or any part of the loans so made by the city of Portland.

Seventh. The said lessees further covenant as aforesaid, that

they will, from and after the execution of this indenture, assume the defence of all suits, actions, complaints and prosecutions, which may then be pending, or which may thereafter be brought against the said Atlantic and St. Lawrence Railroad Company, or any of its officers, servants or agents, for anything by them done, under authority and in behalf of said Company, and will indemnify and save harmless the said Company, and the stockholders thereof, against all costs and expenses incurred in such defence, and against any and all judgments which may be recovered in such suits, actions and prosecutions, and will indemnify, save and hold harmless, the said Atlantic and St. Lawrence Railroad Company, and the stockholders thereof, against all claims, actions, damage and liability, on account of anything which may be done or omitted by the said lessees, or any of them, while exercising, or assuming to exercise any of their powers and rights, under this indenture, and on account of any and all acts, omissions or neglects of any kind, in any manner done or suffered by the said lessees, or any of their servants or agents.

Eighth. The said lessees further covenant, as aforesaid, that they will, on or before the expiration of every year during the term of this lease, pay to the said Atlantic and St. Lawrence Railroad Company, the sum of five hundred dollars, for all such necessary expenses as the Company may incur, within the year aforesaid, for the compensation of such officers as may be required in maintaining the organization of said Company, for incidental charges attending the holding of its corporate meetings, and for all necessary proceedings, in maintaining and preserving its corporate powers.

Ninth. The said lessees further covenant, as aforesaid, that they will never underlet nor assign this lease, or any part of their term therein, except by assignment to said Grand Trunk Railway Company, as hereinafter provided, and that they will at all times do, observe and perform, whatever may be lawfully and reasonably required on their part to be done, observed and performed, to uphold, protect and maintain the franchise, rights and interests of said Atlantic and St. Lawrence Railroad Company, and that they will not do, nor voluntarily suffer anything to be done, which shall lead or tend to a forfeiture of the franchise of said Atlantic and St. Lawrence Railroad Company, or in any manner impair the value of the same.

Tenth. And whereas, the said Atlantic and St. Lawrence Railroad Company, and the St. Lawrence and Atlantic Railroad Company, a corporation established by the Legislature of the Province of Canada, and designed to effect, through the connection of the respective railroads of said companies, a communication between the city of Portland and the city of

Montreal, by a certain instrument or fundamental articles of mutual agreement, entered into by them, on the seventeenth day of April, in the year of our Lord one thousand eight hundred and forty-six, established certain mutual regulations, providing, amongst other things, for the mode and terms of transacting the joint business upon said railroads, and for the government of said companies in relation thereto, and the said St. Lawrence and Atlantic Railroad Company has since that time been consolidated into, and become a part of the said Grand Trunk Railway Company :

Now the said lessees further covenant, as aforesaid, that they will at all times faithfully observe and do whatever remains executory, subsisting and unperformed, of the agreements and regulations, so entered into and adopted by the said St. Lawrence and Atlantic Railroad Company, and consistent with the relations of the parties to this lease, and that, in the event of a surrender or forfeiture of this lease, the said Grand Trunk Railway Company shall and will, nevertheless, assume, perform and continue to perform and observe, all the agreements and regulations so entered into and adopted by the said St. Lawrence and Atlantic Railroad Company, and then remaining executory, subsisting and unperformed.

Eleventh. If the said lessees shall at any time fail to pay the rent herein reserved, as the same shall become payable, and shall suffer the same to be in arrears for more than sixty days, from and after the time the same became payable, they shall, upon such failure and suffering the said rent to be in arrears, be liable, without any demand or notice by the said Atlantic and St. Lawrence Railroad Company, to suffer the forfeiture of this lease, as hereinafter provided.

If the said lessees shall, at any time, fail to pay the interest, which shall become due and payable upon any of the certificates of loan, issued by the city of Portland, as hereinbefore mentioned, or shall neglect or omit to pay the principal of any of said certificates, for more than six months after the maturity thereof, they shall, upon such failure, or such neglect and omission, be liable, without any demand or notice by the said Atlantic and St. Lawrence Railroad Company, or any person or corporation interested therein, to suffer the forfeiture of this lease, as hereinafter provided.

If the said lessees shall at any time fail to pay the interest, which shall become due and payable, upon any of the mortgage bonds heretofore issued by the said Atlantic and St. Lawrence Railroad Company, or shall neglect or omit to pay the principal of any of said mortgage bonds, for more than six months after the maturity thereof, the said lessees shall, upon such failure, or such neglect and omission, be liable, without any demand or

notice by the said Atlantic and St. Lawrence Railroad Company, or any holder of said mortgage bonds, to suffer the forfeiture of this lease, as hereinafter provided.

But, these stipulations and agreements for forfeiture, so far as relates to the certificates of loan, aforesaid, issued by the city of Portland, and to the mortgage bonds, aforesaid, are to be understood and taken as subject to the provision, that if said lessees shall duly provide the requisite funds for the payment of the principal and interest, which shall become due and payable at any time, upon the certificates of loan and mortgage bonds aforesaid, and shall deposit such funds with some suitable depository, at the times and places when and where such principal or interest shall be payable, according to the tenor of the certificates and bonds aforesaid payable on demand to the holders thereof, and shall give reasonable public notice of such deposit, then the said lessees shall not be accountable for, nor liable to suffer any forfeiture, by reason of any delay on the part of the holders of such certificates and bonds to demand and accept payment of the principal or interest due thereon, but shall, nevertheless, be and remain liable at all events, for the fidelity of the depository with whom such funds shall be deposited, and for the security and proper application of the same.

If the said lessees shall fail to pay and discharge the debts, liabilities and obligations of the said Atlantic and St. Lawrence Railroad Company, which are over and above the funded debt hereinafter mentioned, and which are enumerated in the schedule of debts hereinafter named, and shall suffer such debts, liabilities and obligations to be in arrears and unpaid to an amount equal to twenty-five thousand dollars, for more than ninety days after the maturity of that amount in the aggregate, and after notice of such arrears given by authority of the directors of said Atlantic and St. Lawrence Railroad Company to the said lessee, or any of them, or to any officer of said Grand Trunk Railway Company, at the principal office of said company in Canada, the said lessees shall, upon such failure and suffering such arrears to remain for the time aforesaid, be liable to suffer the forfeiture of this lease as hereinafter provided.

Twelfth. In the event of any failure, neglect and omission by the said lessees or the survivors or survivor of them or their assigns, hereinafter designated, to make the payments provided for and specified in the eleventh article hereof, as therein required, and which failure, neglect, omission and the suffering of such payments to be in arrears, it is therein declared, shall render the said lessees liable to suffer the forfeiture of this lease, the said Atlantic and St. Lawrence Railroad Company, into and upon all the said railroad, property and estate hereby demised, and into and upon all the improvements thereof, and property substituted

therefor, or into and upon any part thereof in the name of the whole, shall have the right immediately or at any time thereafter, without other notice or demand than is hereinbefore provided, to re-enter and take and hold possession of the same, and use and operate the same, and take the income and profits thereof, and the said lessees and all their servants and agents to dispossess and remove, and may at the time of such re-entry or at any time thereafter, give written notice to the said lessees or any of them, or to the said Grand Trunk Railway Company, that it holds the said railroad property, estate and improvements for the purpose of effecting the determination of this lease and enforcing the forfeiture thereof, for the specified breach or breaches of covenant for which such entry was made; which written notice shall be sufficient, if delivered by authority of the directors of said Atlantic and St. Lawrence Railroad Company, to any one of said lessees or to any officer of the said Grand Trunk Railway Company at the principal office of said company in Canada, or in case of inability to deliver notice as aforesaid, by publishing such notice for two weeks, in some public journal in the city of Montreal. If the said lessees shall not, within eighteen months after the delivery of notice or the last publication thereof as aforesaid, repair, supply and make good all the deficiency and breach of covenant for which such entry was made, with interest for the time of such deficiency upon the sum or sums unpaid and in arrears, all the estate, rights and interests of the said lessees shall be absolutely determined and forfeited, and the said Atlantic and St. Lawrence Railroad Company shall have and hold all the said railroad property and estate demised, and all the improvements thereof and property substituted therefor, and all the income thereof, as in and of its former estate and to its own use, without liability to account to said lessees for any of said property, estate, improvements, substitutions or income, or to refund or reimburse to said lessees any sum by them before that time advanced, paid or applied in fulfilment or part fulfilment of any of the covenants and agreements herein expressed. But if the said lessees and the survivors and survivor of them and their assigns hereinafter designated, shall at any time after such entry for breach of covenant and before the expiration of eighteen months aforesaid, from the delivery or publication of notice aforesaid, repair, supply and make good all the deficiency and breach of covenant for which such entry was made, with interest as aforesaid, then the said lessees and the survivors and survivor of them, and their assigns aforesaid, shall be restored to the possession, use and enjoyment of all the demised premises and the improvements thereof and property substituted therefor as fully and amply, and to all intents and purposes as if no such deficiency and breach of covenant had occurred, and the said Atlantic and

St. Lawrence Railroad Company shall restore, and hereby covenants that it will restore and yield possession as aforesaid, and will account for and pay to the said lessees and the survivors and survivor of them and their assigns aforesaid, all the net profits and income received by the said Atlantic and St. Lawrence Railroad Company by virtue of its entry and possession aforesaid.

Thirteenth. The said Atlantic and St. Lawrence Railroad Company on its part hereby covenants, that it shall and may be lawful to and for the said lessees and the survivors and survivor of them and their assigns aforesaid, paying the rent herein reserved, and providing for, and making all the other payments required and provided for in the eleventh article hereof, peaceably and quietly to have, hold, use, occupy and enjoy all and singular the premises hereby demised, with the appurtenances, for and during the said term of nine hundred and ninety-nine years hereby demised, without any molestation whatsoever of or by the said Atlantic and St. Lawrence Railroad Company or assigns, or any person or persons lawfully or equitably claiming or to claim, by, from, or under said company.

Fourteenth. The said Atlantic and St. Lawrence Railroad Company further covenants, that it will during the term hereby demised, uphold and maintain the lawful organisation of said company, and will do all things on its part required to be done to uphold and save inviolate the charter and franchise thereof; and will, from time to time, elect and appoint all such officers, agents and servants, as it may by law be required to elect and appoint for the purpose of so maintaining its organisation, charter and franchise, and will invest them with such powers and duties as may be necessary to secure and maintain the corporate efficiency of said company according to law.

Fifteenth. The said Atlantic and St. Lawrence Railroad Company further covenants, that after the execution of this lease and until the determination thereof, it will not, without or beyond the request and consent of the said lessees, issue any further shares in the capital stock of the said Atlantic and St. Lawrence Railroad Company beyond the number of shares now lawfully issued, or entitled by virtue of existing contracts to be issued, as hereinbefore mentioned, and will not after the execution of this lease and until the determination thereof, without or beyond the consent of the said lessees, create any new debt against said Atlantic and St. Lawrence Railroad Company, nor issue or deliver any previously executed evidence of debt for which the said company shall not have received value at the date of the execution of this lease, nor voluntarily do any act whereby any obligation or indebtedness shall result against said company; but may, nevertheless, execute and deliver any new

evidence of debt for indebtedness now existing, or in liquidation of subsisting contracts.

Sixteenth. The said Atlantic and St. Lawrence Railroad Company further covenants, that the said lessees shall be entitled to, and shall have all the benefit and advantage secured by law to the said Atlantic and St. Lawrence Railroad Company, arising or to arise from the establishment and operation of the several sinking funds created, as hereinbefore mentioned, for the redemption and reimbursement of the certificates of loan heretofore issued by the city of Portland as aforesaid, and shall be entitled to use and enjoy all the remedies which the said Atlantic and St. Lawrence Railroad Company has, or may have, to secure the proper custody and management of said funds, and to use the name of the said Atlantic and St. Lawrence Railroad Company whenever necessary for the enforcement of such remedies.

Seventeenth. The said Atlantic and St. Lawrence Railroad Company further covenants, that it will on its part observe and keep all the agreements and regulations established and adopted in and by the fundamental articles hereinbefore mentioned, entered into between the said company and the Atlantic and St. Lawrence Railroad Company, under date of April 17th, 1846, and now remaining executory, subsisting and unperformed.

Eighteenth. In further consideration of the premises, the said Atlantic and St. Lawrence Railroad Company hereby assigns to the said lessees all the contracts, bonds, notes, accounts, choses in action, claims, actions and causes of action, judgments, appeals and rights of appeal, which the said Atlantic and St. Lawrence Railroad Company now possesses, or to which it is entitled, and hereby constitutes the said lessees and the survivors and survivor of them, its attorney irrevocable, until the determination of this lease, with authority to appoint the said Grand Trunk Railway Company their substitute, and with power in the name of said assignor, but to the use and at the cost of the assignees to demand, sue for, prosecute, enforce, satisfy, recover and enjoy all the contracts and other things hereby assigned, and in like manner in the name of the said Atlantic and St. Lawrence Railroad Company, but at the cost and to the use of the said assignees, to prosecute all causes of action which may hereafter during the term of this lease accrue to the said Atlantic and St. Lawrence Railroad Company, against any person or corporation, other than the said lessees and any person or corporation claiming or acting by or under their authority or authority from them derived.

Nineteenth. The said Atlantic and St. Lawrence Railroad Company hereby further covenants, that it will at all times hereafter, grant to the said lessees, all such access to and inspection of the books, accounts, title deeds, records, files

and vouchers of the said Atlantic and St. Lawrence Railroad Company, as may be necessary to facilitate the operations and secure the interests of the said lessees, under this indenture.

Twentieth. The Atlantic and St. Lawrence Railroad Company hereby declares its consent, that the lessees herein named, and the survivors and survivor of them, whenever and so soon as the said Grand Trunk Railway Company shall have the requisite authority to accept an assignment of this lease, may assign the same to said company, with all the rights, title and interest of the said lessees therein, and with all their privileges and powers under the same: and the said lessees hereby jointly and severally covenant, that whenever such authority shall be so acquired by the said Grand Trunk Railway Company, they and the survivors and survivor of them will, within one year thereafter, execute in due form of law, and deliver a valid and effective assignment of this lease, and of all their right, title and interest therein, and of all their powers and privileges under the same, to the said Grand Trunk Railway Company, to have and to hold to said company, for all the time then remaining unexpired of the term herein demised, and will surrender, yield and make over to said company, all their possession in and of the railroad property and estate hereby demised, and all things whatsoever by them acquired and held under this lease, appurtenant to said railroad property and estate, and used for the purposes thereof.

Upon the execution and delivery of such assignment, and acceptance of the same by the said Grand Trunk Railway Company, the said company shall thereby assume all the obligations of said lessees under this instrument, and shall be holden and bound to keep and perform all the covenants and agreements of the said lessees, herein expressed, and to comply with all the conditions, and be subject to all the liabilities, which by this instrument are imposed upon the lessees herein named, as fully and to all intents and purposes, as if the said Grand Trunk Railway Company had been the original lessee under this indenture, and party to the same, and shall in like manner, be holden to supply, restore and make good, all breaches of any of the covenants hereof, by the said lessees, or any of them, before such assignment committed or suffered.

And the said Atlantic and St. Lawrence Railroad Company further covenants, that if such assignment shall be made and accepted, as aforesaid, within the period of two years from the twenty-ninth day of March, hereinbefore named, it will, upon the request of the said Grand Trunk Railway Company, execute and deliver to said Grand Trunk Railway Company, any suitable instruments or instrument, for the confirmation and assurance of the same, and for confirming and securing to the Grand Trunk Railway Company, all the title, rights and interests,

powers and privileges, by this indenture demised to said lessees and their assigns, hereby designated.

Twenty-first. If the said lessees, or any of them, or the survivors or survivor of them, shall, upon the request of the Grand Trunk Railway Company, for an assignment of this lease, as aforesaid, refuse, or for more than sixty days after such request, neglect to make and deliver such assignment, they shall upon such refusal or neglect suffer the forfeiture of all their rights, title, interest and estate, in and under the present lease, and the said Atlantic and St. Lawrence Railroad Company, may thereupon, without demand or notice, re-enter upon the premises demised, and the said lessees, their agents and servants, may dispossess and amove, and have and hold the said premises, as in and of its former estate, as fully, and to all intents and purposes, as in case of forfeiture, for any of the causes hereinbefore provided. But, with the intent, nevertheless, that in case of such forfeiture and re-entry, the said Atlantic and St. Lawrence Railroad Company will, notwithstanding, secure, maintain and uphold, to the said Grand Trunk Railway Company, all the beneficial interest of the said Grand Trunk Railway Company, in and to the premises hereby demised, and will make execute and deliver to the said Grand Trunk Railway Company, all such legal title, and evidence of legal title in and to the said premises, as may be suitable in the law, and practicable to be made, in the manner hereinafter provided, or in any other suitable manner, to effect the objects and purposes of the said two companies, in this instrument expressed and set forth.

Twenty-second. If such forfeiture, as aforesaid, shall take place, by reason of the refusal or neglect of said lessees to make the assignment aforesaid, or if the said Grand Trunk Railway Company shall, instead of the assignment hereinbefore provided for, elect to enter into, become party to, and accept a new indenture of lease, whereby the said premises shall be originally and directly demised to said Grand Trunk Railway Company, and shall, within two years from the twenty-ninth day of March aforesaid give notice to the said Atlantic and St. Lawrence Railroad Company of its election aforesaid, the said Atlantic and St. Lawrence Railroad Company will make and enter into a new indenture of lease, in substance upon the same terms, covenants, reservations, conditions and agreements, as are herein expressed, *mutatis mutandis*, between the said Atlantic and St. Lawrence Railroad Company on the one part, and the said Grand Trunk Railway Company on the other part, demising and leasing to the said Grand Trunk Railway Company, all the railroad property, rights and estate hereby demised, to have and to hold to said Grand Trunk Railway Company, for the full term of nine hundred and ninety-nine

years, from the first day of July aforesaid, and upon the execution and interchange of such new indenture, so entered into, upon the election of the Grand Trunk Railway Company, as aforesaid, all the estate, rights and title of the said lessees, parties to the present indenture, shall *ipso facto* be determined and cease, and all their possession under the same, and all the property, improvements, funds, income, benefits and advantages by them acquired and held under the same, shall be *ipso facto* surrendered, yielded and made over to the said Grand Trunk Railway Company, to its own use and behoof.

But nothing done by virtue of any of the provisions aforesaid, relating to the assignment of this lease, or the entering into a new indenture of lease, shall be a waiver of any action, or cause of action, which the said Atlantic and St. Lawrence Railroad Company may have against said lessees, or any of them, for any thing by them, or any of them, before that time done, omitted or suffered.

Twenty-third. And whereas the said city of Portland, by virtue of the provisions of two of the several acts hereinbefore mentioned, authorizing the loan of the credit of said city in aid of the construction of the railroad of said company, which two acts were passed respectively on the first day of August, 1848, and the twenty-seventh day of July, 1850, is the holder of fifteen thousand shares in the capital stock of the said Atlantic and St. Lawrence Railroad Company, issued and transferred to said city as collateral security for liabilities in said acts created, which collateral shares are not comprised in the number of eighteen thousand one hundred and fifty shares hereinbefore enumerated, the said lessees further covenant, as aforesaid, that if at any time any of the shares so held as collateral security shall be sold and transferred by direction of Commissioners, as in said acts is authorized, they will thereafter pay to the said Atlantic and St. Lawrence Railroad Company such additional yearly rent as shall be equal to six dollars in the hundred, by the year, upon the aggregate amount of all such shares as shall be sold and transferred as aforesaid, at the par value thereof, to be paid in equal half-yearly payments at said Portland, on the thirty-first day of December, and the thirtieth day of June, in every year, for and during the term of this lease; and all the provisions of this indenture hereinbefore expressed, relating to and securing the payment of the rent hereinbefore reserved, shall be applicable to the payment of the additional rent hereby contingently reserved and made payable.

Twenty-fourth. If the said Grand Trunk Railway shall not, within eighteen months from the date of this indenture, obtain the requisite legislative authority to enable it to accept an assignment of this lease, or to become party to new inden-

ture of lease as hereinbefore provided, the said lessees, and the survivors and survivor of them shall be entitled at any time thereafter to surrender this lease to the said Atlantic and St. Lawrence Railroad Company, and to relinquish and yield to said Atlantic and St. Lawrence Railroad Company all their possession of the railroad and property hereby demised, and the improvements thereof, and property substituted therefor; which surrender shall be by writing delivered or tendered to any member of the board of directors of said Atlantic and St. Lawrence Railroad Company. Upon such delivery or tender of a written surrender, and such relinquishment and yielding of possession as aforesaid, the said lessees and all of them shall be thereupon wholly discharged from all further liability, covenant and obligation under this indenture; and the said Atlantic and St. Lawrence Railroad Company hereby covenants, that upon and after such delivery or tender of a written surrender and relinquishment of possession as aforesaid, it will never make any claim or prosecute any action against said lessees or any of them on account of anything in this indenture contained, saving nevertheless all actions and causes of action for any breach of covenant by them, or any of them, before that time committed or suffered.

Upon the surrender of this lease as aforesaid, the said Atlantic and St. Lawrence Railroad Company hereby covenants that it will repay, in the manner hereinafter provided, all the expenditures which shall have been made by said lessees for such improvements of the property demised and enlargements thereof, suited for the operation and use of said railroad, and made within the period of eighteen months in this article mentioned, as shall have been assented to by resolution of the directors of said Atlantic and St. Lawrence Railroad Company at the time of entering upon said improvements and enlargements; and will pay therefor in cash or by issuing and delivering the bonds of said company to the necessary amount as hereinafter provided.

Twenty-fifth. Upon the surrender of this lease as provided in the next preceding article hereof, the said Atlantic and St. Lawrence Railroad Company further covenants that it will repay to the said lessees, and the survivors and survivors of them, all such sums as the said lessees shall have paid before that time in payment, satisfaction and discharge of any of the debts, liabilities and obligations of said company, other than the funded debt of said company, and interest thereon, and payments made by said lessees to the sinking funds aforesaid, which funded debt is hereinafter limited and described at the sum of three millions four hundred and eighty-five thousand dollars, and will pay therefor in the manner hereinafter provided, with interest upon all the sums so paid by said lessees from the

dates of the several payments thereof until the expiration of the period of eighteen months mentioned in the next preceding article hereof, and no longer.

Upon such surrender, as aforesaid, the said lessees further covenant as aforesaid, that they and the survivors and survivor of them will account for, repay and deliver to said Atlantic and St. Lawrence Railroad Company, all the sums of money received by them from said company under this indenture, and all the proceeds realized by them from any of the contracts or other things assigned to said lessees by the eighteenth article hereof; and will re-assign and deliver to said company all such of the contracts and other things assigned as aforesaid, as shall not have been before that time converted into money or otherwise liquidated and settled.

The balance, if any, which shall be due from said Atlantic and St. Lawrence Railroad Company to the said lessees upon the mutual accounting between said parties provided for in this, and the preceding article hereof, shall be paid by said company in cash, or at the option of said company in the bonds of said company, to be made and delivered to said lessees and the survivors and survivor of them, for the discharge of such balance: which bonds shall be in convenient sums in sterling money, at four dollars and eighty-four cents to the pound, payable in twenty-five years, in London, in England, to the holder thereof, with interest payable semi-annually in London aforesaid, at the rate of six dollars in the hundred by the year.

Twenty-sixth. For the purpose of raising funds to be applied towards the discharge of the debts, liabilities, and obligations of the said Atlantic and St. Lawrence Railroad Company, mentioned in the fifth article hereof, other than the loans of the credit of the city of Portland, amounting to the sum of two millions of dollars, and the mortgage bonds of said company amounting to the sum of one million of dollars, referred to in said article, and for the purpose of establishing and limiting the whole funded debt of said company at the sum of three millions four hundred eighty-five thousand dollars, the said Atlantic and St. Lawrence Railroad Company further covenants, that it will, without delay, issue its further bonds to the amount of four hundred eighty-five thousand dollars; which bonds shall be made in sterling money at four dollars and eighty-four cents to the pound, in sums of five hundred pounds each, as nearly as may be, payable in twenty-five years, in London, in England, to the holder thereof, with interest payable semi-annually in London, aforesaid, at the rate of six dollars in the hundred, by the year, and shall not be sold or disposed of at less than the par value thereof, without first giving to the said lessees the right to purchase the same at par, and the said lessees hereby covenant as aforesaid, that upon such offer they will purchase

the same at par. And the proceeds of such bonds shall be applied by said Atlantic and St. Lawrence Railroad Company in payment and discharge of that amount of the debts, liabilities and obligations aforesaid.

If the said bonds of the company shall be sold and disposed of as aforesaid, and this lease shall not be surrendered as provided in the twenty-fourth article hereof, the said lessees hereby covenant as aforesaid, that they will fully and for ever indemnify, guarantee, save, and hold harmless the said company against all liability for principal or interest, on account of such bonds, and all the provisions contained in the eleventh and twelfth articles hereof, relating to the forfeiture of this lease, for default of any of the payments therein mentioned, shall be applicable to the payment of the principal and interest which may be due upon the bonds by this article provided for.

Nothing in this instrument contained is intended, or is to be taken as impairing or affecting in any manner any previously existing rights or interests of the city of Portland, in and to the railroad and property hereby demised.

The two several schedules hereinbefore referred to, and marked respectively "schedule of property" and "schedule of debts," are drawn in duplicate of even date with these presents and identified by the signatures of the parties hereto, and may be referred to and made available to either party to the same effect as if the same were annexed to and formed a part of this indenture.

In testimony whereof, the Hon. John Ross, Benjamin Holmes, and William Jackson, Esquires, aforesaid, have severally set their hands and seals to this indenture in duplicate, and the Atlantic and St. Lawrence Railroad Company, by Josiah S. Little, the president thereof, duly authorized for this purpose by a vote of the directors, of which a certified copy is hereto annexed, has subscribed the same and caused the corporate seal of said company to be hereunto affixed, this fifth day of August, in the year of our Lord One thousand eight hundred and fifty-three.

JOSIAH S. LITTLE, (LS)
President of the A. & St. L. R. R. Co.,
 BENJ. HOLMES, (LS)
 WM. JACKSON, (LS)
 JOHN ROSS, (LS)

Signed, sealed and delivered, in the presence of the undersigned witnesses,

P. BARNES, of Portland, aforesaid,

A. ROBERTSON, of Montreal, aforesaid, advocate.

Countersigned by

CHAS. E. BARRETT, *Treasurer of the A. & St. L. R. R. Co.*

B. CUSHMAN, *Clerk.*

The undersigned, The Mayor and Aldermen of the city of Portland, in pursuance of the third section of the act of the Legislature of Maine, passed on the 29th day of March, 1853, entitled "An Act to authorize a lease of the Atlantic and St. Lawrence Railroad," hereby express their assent to the foregoing lease, and have severally subscribed their signatures upon this instrument, this fifth day of August, 1853.

JAMES B. CAHOON, Mayor.	O. L. SANBORN,
RUFUS E. WOOD,	JACOB McLELLAN,
GEO. PEARSON,	JONAS H. PERLEY,
GEO. W. WOODMAN.	S. L. CARLETON.

ASSIGNMENT OF LEASE.

This instrument of transfer, assignment and release, made and executed this ninth day of February, 1855, by and between the Hon. John Ross, heretofore of Belleville, now of the city of Quebec, in the province of Canada, Benjamin Holmes, Esq., of Montreal, in said province, and William Jackson, Esq., of Birkenhead, England, acting herein by his attorney, the Hon. John Ross aforesaid, of the first part, and the Grand Trunk Railway Company of Canada, acting herein by the Hon. Francis Hincks, of Quebec, in said province, duly authorized for the purpose of the second part,

Witnesseth—That whereas, under and by virtue of a certain indenture of lease, executed and dated the fifth day of August, in the year of our Lord one thousand eight hundred and fifty-three, the "Atlantic and St. Lawrence Railroad Company," a corporation established by the Legislature of the state of Maine, did demise and lease, for the term of nine hundred and ninety-nine years, commencing from the first day of July, one thousand eight hundred and fifty-three, subject to the payment of the rent, and upon the terms and conditions in such indenture of lease contained, to them, the above named Hon. John Ross, William Jackson and Benjamin Holmes, the railroad of the said Atlantic and St. Lawrence Railroad Company, as then chartered, located and constructed, commencing at the city of Portland, in the state of Maine, extending thence to the boundary line of the state of New Hampshire, and thence continued through the state of New Hampshire to and into the state of Vermont, as far as to the Common Junction at Island Pond, in the county of Essex, in the said state of Vermont, together with all the property and estate, real, personal and mixed, wheresoever the same might be situated, belonging to said

Atlantic and St. Lawrence Railroad Company, appurtenant to and designed for the purposes of maintaining and operating said railroad, including all the stations, warehouses, and other buildings, bridges, piers, wharves, shore-rights, water-rights and harbor privileges, belonging to, vested in, or possessed by the said Atlantic and St. Lawrence Railroad Company, and all the rights of way, and other easements, rights to acquire easements, the road bed, superstructure, equipment, apparatus, implements, rails and other materials and stores, which the said company possessed, claimed, held, occupied and enjoyed, for the objects of its incorporation, under the charter thereof, according to the schedule of said property and estate, in the said lease named and marked "schedule of property;" also all the tolls, rates, fares, rents and incomes, which the said company was then or might thereafter be entitled to receive and take, and all its rights to demand, collect and receive the same, and all the claims of every nature, credits, choses in action, causes of action, appeals and rights of appeal, which belonged to and were held by said company at the commencement of and during the term in the said lease defined and limited, together with all the rights and privileges acquired, and to be acquired, through the exercise of the corporate powers of the said Atlantic and St. Lawrence Railroad Company :

And whereas, it is covenanted and agreed in and by the said lease among other things, that the said Hon. John Ross, William Jackson and Benjamin Holmes, the said party hereto of the first part, and the survivors and survivor of them, whenever and so soon as the said "Grand Trunk Railway Company," party hereto of the second part, should have, from the Legislature of Canada, the requisite authority to accept an assignment of said lease, might assign the same to the said company, party hereto of the second part, with all the rights, title and interest of the said lessees, party hereto of the first part, and with all their privileges and powers under said lease ;

And whereas, by and in virtue of the said lease, the said party hereto of the first part, did covenant and agree, that whenever such authority should be so acquired by the said Grand Trunk Railway Company of Canada, party hereto of the second part, they, the said Honorable John Ross, William Jackson and Benjamin Holmes, and the survivors and survivor of them, would, within one year thereafter, execute in due form of law, and deliver, a valid and effective assignment of all their rights, title and interest therein, and of all their powers and privileges under the same, to the said Grand Trunk Railway Company of Canada, to have and to hold unto the said company, for all the time then remaining unexpired of the term of said lease demised, and would surrender, yield and make over

to said company, all their possession in and of the railroad property and estate thereby demised, and all things whatsoever, by the said lessees, party hereto, of the first part, acquired and held under said lease, appurtenant to said railroad property and estate, and used for the purposes thereof:

And whereas, by and in virtue of the said lease, it was further covenanted and agreed, that upon the execution and delivery of such assignment to, and acceptance of the same, by the said Grand Trunk Railway Company of Canada, the said company should thereby assume all the obligations of the said John Ross, William Jackson and Benjamin Holmes, under the said indenture or instrument of lease, and should be holden and bound to keep and perform all the covenants and agreements of the said lessees, in the said lease expressed, and to comply with all the conditions, and be subject to all the liabilities, which by said indenture of lease were imposed upon the said Hon. John Ross, William Jackson and Benjamin Holmes, as lessees aforesaid, as fully, and to all intents and purposes, as if said Grand Trunk Railway Company of Canada, had been the original lessee under said indenture of lease, and party to the same:

And whereas, the said Grand Trunk Railway Company of Canada, under and by virtue of a certain act of the Legislature of the province of Canada, passed in the eighteenth year of Her Majesty's reign, chapter 33, entitled "an act to amend the acts relating to the Grand Trunk Railway Company of Canada," has been duly authorized to accept, and take the said lease and the interest and property of the said Hon. John Ross, William Jackson and Benjamin Holmes, on the terms and conditions in the said lease mentioned, with such modifications and alterations, as should be agreed to by the directors of the said company, and to indemnify them, the said Hon. John Ross, William Jackson and Benjamin Holmes, from and against the covenants and conditions therein contained, on the part of the said Hon. John Ross, William Jackson and Benjamin Holmes, and to hold the said portion of railway and property subject to the rent, and on the terms and conditions, in the said lease specified, with such modifications as aforesaid:

And whereas, the said Grand Trunk Railway Company of Canada is ready and willing to take and accept a transfer and assignment of the said lease, and of all the premises therein mentioned, subject to the several and respective clauses, conditions, covenants, agreements and provisions therein contained:

Now therefore, these presents witness, that for the considerations aforesaid, and the further consideration of ten shillings in hand, well and truly paid by the said party hereto, of the second part, to the said party hereto of the first part, the receipt whereof is hereby acknowledged, and in compliance with the conditions

and requirments contained and expressed in the said lease, the said party hereto of the first part, to wit: the said Hon. John Ross, William Jackson, representing and acting as aforesaid, and Benjamin Holmes, have assigned, transferred and made over, and by these presents do assign, transfer and make over unto the said Grand Trunk Railway Company of Canada, represented, acting and accepting thereof as aforesaid, all the right, share, claim, title, interest and demand generally whatsoever, which they, the said Hon. John Ross, William Jackson and Benjamin Holmes have, or may in any way, shape or manner, have, claim and demand in and to the said herein above-mentioned lease, and the unexpired term thereof, together with the said lease and all the premises generally whatsoever, thereby leased and demised, and all the powers and privileges which they may have, under and by virtue of the same, as also their possession in and of the railroad property and estate thereby demised, and all things whatsoever by them acquired and held under said lease, appurtenant to said railroad property and estate, and used for the purposes thereof, the whole without any exception and reserve, and as fully and effectually as if the same had been directly entered into and made between the said Atlantic and St. Lawrence Railroad Company, and the said Grand Trunk Railway Company of Canada, subject to all and every the several and respective clauses, conditions, obligations, covenants, agreements and provisions, contained, mentioned and set forth in the said lease, whether relating to and in favor of, or imposed upon the said Hon. John Ross, William Jackson and Benjamin Holmes, and the said Grand Trunk Railway Company of Canada, and either of them, or relating to and in favor of, or imposed upon the said Atlantic and St. Lawrence Railroad Company.

To have and to hold all and every, the said hereby assigned and transferred premises unto the said Grand Trunk Railway Company of Canada, for all the time now remaining unexpired of the term in said lease demised.

And the said parties hereto do hereby declare, that in contemplation and in view of the present assignment and transfer, the said Grand Trunk Railway Company of Canada has, ever since the commencement of the term of the said lease, been in possession of the railroad and all railroad property, movable and immovable, and all other premises demised and leased, under and by virtue of the said indenture of lease, and that the said company has worked, maintained and kept in operation, the said railroad at its own cost and expense, and for its own profit, benefit and advantage, and that all buildings, enlargements, additions and improvements to the said railroad and stations, and the perfecting of the equipment thereof, have been made, done, performed and paid for by the said Grand Trunk Railway Com-

pany of Canada, and that therefore the same and every part thereof, belong to the said Company, and that the said Hon. John Ross, William Jackson and Benjamin Holmes, have no claim whatever on the said company for the profits derived from the working of the said railroad by the said company, nor any claim in, to or upon or by reason of the said buildings, enlargements, additions and improvements to said railroad, stations and the equipment thereof.

And the said Grand Trunk Railway Company of Canada, doth hereby acknowledge to have received from the said Hon. John Ross, William Jackson and Benjamin Holmes, the original duplicate of the said lease whereof quit.

And whereas, the said Grand Trunk Railway Company of Canada has, since the commencement of the said Lease, expended divers sums of money for the improvements made on said railroad, and towards the perfecting of the equipment thereof, the said Grand Trunk Railway Company of Canada, will have to make with the said Atlantic and St. Lawrence Railroad Company, such stipulations and arrangements as may be agreed upon between them, in order to obtain the capitalizing of such expenditure by the issue of shares, or otherwise, if entitled under said lease to obtain such an issue of shares.

Therefore, the said Grand Trunk Railway Company of Canada, doth hereby discharge the said Honorable John Ross, Benjamin Holmes and William Jackson, of all liability and responsibility whatever, by reason, or in consequence of their having been parties to the said lease, and doth promise, covenant and agree, to keep them, and every one of them, free and harmless of all claims and demands, which might hereafter be made upon and against them, and either of them, as such parties to said lease.

And the said parties hereto, do hereby further declare, that all rents, debts, interest and other sums of money, which, under and by virtue of the said lease, were to be paid by the said Honorable John Ross, Benjamin Holmes and William Jackson, have been paid and discharged by the said Grand Trunk Railway Company of Canada, ever since the commencement of the term of the said lease, up to this day, and that, therefore, they, the said Honorable John Ross, Benjamin Holmes and William Jackson, have no claim whatever on the said Grand Trunk Railway Company of Canada, for reimbursement of any sum of money.

And in consideration of all and every the premises, and of these presents, the said Grand Trunk Railway Company of Canada, doth hereby assume all liabilities generally, whatsoever, mentioned in the said lease, as having to be paid, either by the said Honorable John Ross, Benjamin Holmes and William

Jackson, or by the said Grand Trunk Railway Company of Canada, the whole as fully and effectually, as if the said company was party to the said lease, as principal obligor.

In witness whereof, the above named John Ross, Benjamin Holmes and William Jackson, by his said attorney, have hereunto severally subscribed their hands, and set their seals, and the said Grand Trunk Railway Company of Canada, has caused the same to be subscribed in its behalf, by the said Francis Hincks, and the corporate seal of said company to be affixed hereto, at Portland, in the state of Maine, this ninth day of February, in the year of our Lord one thousand eight hundred and fifty-five.

JOHN ROSS, (LS)

BENJ. HOLMES, (LS)

WM. JACKSON, (LS)

Per Jno. Ross, his Attorney.

F. HINCKS, (LS)

For the Grand Trunk Railway Co. of Canada.

Signed, sealed and delivered

in presence of

GEO. ET. CARTIER,

G. F. SHEPLEY.

SUPPLEMENT TO LEASE.

ARTICLES AND COVENANTS SUPPLEMENTAL to the lease of the Atlantic and St. Lawrence Railroad, executed and delivered on the 5th day of August, 1853, by the Atlantic and St. Lawrence Railroad Company, to John Ross, Benjamin Holmes and William Jackson.

First. Whereas, the Grand Trunk Railway Company of Canada, in pursuance of the provisions of said lease, has become the assignee thereof, and has entered into possession of the railroad and property thereby demised, and whereas the said Atlantic Company, at the request of said Grand Trunk Company, since the making of said assignment, has issued and delivered to the said Grand Trunk Company, six thousand eight hundred and fifty-nine shares in the capital stock of said Atlantic Company, being so many shares over and above the number of eighteen thousand one hundred and fifty, which had been issued and authorized to be issued at the making of said lease—which additional shares were so issued and delivered on account of construction expenditures, in improving and per-

fecting the said railroad, and the equipment thereof, and for the purpose of capitalizing said expenditure—and has agreed to issue and deliver to the said Grand Trunk Company, (the requisite legislative authority, being obtained, if necessary, for the enlargement of said capital stock,) such further shares thereof as may be required to satisfy and discharge, by the proceeds of the same, the bonds heretofore issued by the said Atlantic Company, and the certificates of debt of the city of Portland, made and issued in aid of the construction of said railroad, and has further agreed, that if, upon the maturity of said bonds and certificates of debt, it shall be impracticable or unadvisable, by reason of the condition of the money market at such times, to pay off and discharge the said bonds and certificates, from the proceeds of shares, or otherwise, the said Atlantic Company will then, at the request of said Grand Trunk Company, issue its further bonds, in renewal and extension of the bonds and certificates so maturing, and thereafter, if requested for like reason, will issue further successive series of bonds, for like further successive renewals and extensions.

Now, in consideration of the premises, the said Grand Trunk Railway Company of Canada hereby covenants, that upon the amount of the par value of any and all such additional shares as have been or may be issued as aforesaid, it will pay an additional yearly rent under said lease, at the rate of three dollars in the hundred, half-yearly, under like conditions with the payments of the rent reserved in said lease as therein provided, so that the rent reserved and accruing under said lease shall at all times be the annual interest, at the rate aforesaid, upon the aggregate par value of all the shares in the capital stock of said Atlantic Company, which shall be lawfully issued and outstanding.

The said Grand Trunk Company also further covenants, that it will duly provide for and pay the interest which shall at any time accrue and become payable upon any and all the further bonds and successive series of bonds of said Atlantic Company, which may be issued in renewal and extension of the present bonds of said company, and of the certificates of debt of the city of Portland as aforesaid,—and will duly provide for and pay the principal of all the several bonds and series of bonds which shall be issued in renewal and extension as aforesaid, as the same shall from time to time successively mature and become payable.

Second. And whereas by an Act of the Legislature of Maine, passed the twenty-third day of September, eighteen hundred and fifty-three, authority is given to convert the shares of the capital stock of said Atlantic Company, into values expressed in the sterling currency of England, and to provide for the payment of dividends thereon in London, in England, and the

necessary regulations and forms therefor have been adopted by the stockholders and directors of the said Atlantic Company, the said Grand Trunk Railway Company of Canada hereby further covenants, that upon seasonable notice, according to said regulations, given by the said Atlantic Company of the number of shares, which may have been converted and issued in sterling currency, at the expiration of every half year, when the rent reserved under the said lease shall become payable, it will provide for and pay, at its office in London, three pounds sterling on every such sterling share, of one hundred pounds each, and will pay the same semi-annually, on the fifteenth day of March and the fifteenth day of September, in each and every year during the term of said lease: which payments so made in London, are to be in reduction and discharge of so much of the half-yearly rent, under said lease, as would otherwise be payable at Portland on the thirtieth day of June and the thirty-first day of December respectively, preceding the dates above recited.

And it is understood and agreed by the parties hereto, that all the provisions, covenants and stipulations contained in said lease, and in these supplemental articles, respecting the payment of rent reserved and accruing under the same, are to be taken as subject to and qualified by the foregoing provision for the payment of a part of the said rent, at London, in March and September annually, instead of at Portland, in June and December, as originally provided.

Third. And in further consideration of the premises, the said Grand Trunk Railway Company of Canada hereby expressly agrees and consents, that any failure on its part, for more than sixty days, to pay the rent, which shall at any time become payable upon any additional shares issued and to be issued under the provisions of these supplemental articles, or any failure to pay the bonds and successive series of bonds to be issued in renewal and extension of the now existing bonds of said Atlantic Company; and certificates of debt of the city of Portland, or to pay the interest from time to time accruing upon the same, or any failure for more than sixty days to provide for and pay, in London, such part of the rent under said lease, as is in these supplemental articles provided and agreed to be paid at that place, shall be a cause of forfeiture of said lease, as fully and effectually, and in like manner and upon like conditions, with the causes of forfeiture, recited and expressed in the eleventh article of said original lease; and such forfeiture may be enforced, and the determination of said lease effected therefore, in the manner and under the limitations expressed in the twelfth article of said original lease, as fully and absolutely, as if the causes of forfeiture in these supplemental articles defined and set forth, had been expressed and provided for in said original

lease, and with like remedy and relief from such forfeiture, as is in said original lease provided.

In testimony whereof, the said companies have mutually caused this instrument to be subscribed in duplicate in their behalf, respectively,—by Benjamin Holmes, Esquire, Vice President of said Grand Trunk Railway Company, duly authorized for this purpose on its behalf, and by St. John Smith, Esquire, President of said Atlantic and St. Lawrence Railroad Company, duly authorized for this purpose on its behalf, and the respective corporate seals of said companies to be hereunto affixed, this sixth day of December, in the year of our Lord one thousand eight hundred and fifty-five,—the resolutions of the respective boards of directors of said companies, authorising the execution hereof, as aforesaid, being hereunto annexed.

The Atlantic and St. Lawrence Railroad Company, by

ST. JOHN SMITH, President. (LS)

The Grand Trunk Railway Company of Canada, by

BENJ. HOLMES, V. Pres't. (LS)

Signed, sealed and interchanged,

in presence of

P. BARNES, of Portland, aforesaid,

T. DOUCET, of Montreal, notary.

Countersigned by

CHAS. E. BARRETT, *Treas. of the A. & St. L. R. R. Co.*

The undersigned, the Mayor and Aldermen of the city of Portland, in pursuance of the third section of the act of the Legislature of Maine, passed on the twenty-ninth day of March, 1853, entitled, "An act to authorize a lease of the Atlantic and St. Lawrence Railroad," hereby express their assent to the foregoing Articles and Covenants, Supplemental to the Lease, executed and delivered on the fifth day of August, 1853, and have severally subscribed their signatures upon this instrument, this sixth day of December, 1855.

NEAL DOW, Mayor.
S. L. CARLETON,
HENRY A. JONES,
JOSEPH LIBBY,

SAM'L. J. ANDERSON,
WM. W. THOMAS,
JOSEPH RING.

Regulations and Forms for the Conversion of Shares into Sterling Currency.

I. Any stockholder, desiring to convert his shares into sterling currency, shall subscribe a written application therefor, in a suitable form for that purpose, to be prepared and kept by the treasurer.

The new certificate of sterling shares, together with certificates of any fractional share rights, resulting from the conversion, shall be prepared and delivered to the applicant, or to his written order, within one week after the application is made. For every sterling share certificate required to be issued, the applicant shall pay twenty-five cents to the treasurer.

II. Fractional share rights shall be converted into integral shares, in the manner prescribed by the act of September 28th, 1853, and the treasurer shall keep an accurate account of the number of fractional share rights issued, and the number at any time outstanding.

III. Transfers of shares in either currency shall be made only at the Company's office, in Portland, and the stock books and accounts shall continue to be kept at that place.

IV. A blank form of transfer, substantially in the form now prescribed by the by-laws, shall be printed on the back of each certificate of sterling shares.

V. To facilitate the transfer of sterling shares, which may be held in Europe, any such stockholder may surrender to the clerk, or other officer, having charge of the transfer of shares, of the Grand Trunk Railway Company of Canada, in London, the certificates of the shares proposed to be transferred, together with the unpaid coupons, appertaining to the same, which certificates and coupons shall be cancelled, and transmitted by regular course of mail to the Company's office in Portland, with advice of the name and residence of the person to whom the transfer is made.

The treasurer shall thereupon issue new certificates, with coupons, for the unexpired time, to the name of such person, and shall transmit the same by mail, within ten days after receipt of the former certificates, to the clerk or officer in London before-named, for delivery to the person entitled thereto. The sum required for postages shall be paid by the person applying for transfer.

VI. A fee of two shillings and sixpence sterling shall be required for the transfer of every sterling share, to be paid when the former certificate is surrendered, one-half of which shall be the perquisite of the clerk or officer receiving the surrendered

certificate; the other half shall be the perquisite of the treasurer of this Company.

VII. Coupons, in the form hereinafter prescribed, shall be annexed to each certificate. Upon the maturity of the coupon last payable, the person holding the certificate, shall be entitled, on surrender of the same, to receive a new certificate in the like form, with further coupon for an additional period of twenty years annexed; and similar renewals shall be made, at the expiration of every successive twenty years thereafter, during the subsistence of the lease to the Grand Trunk Railway Company of Canada.

VIII. As soon as may be, after the semi-annual receipt of rent, accruing under the lease to the Grand Trunk Railway Company of Canada, a dividend upon the sterling shares shall be declared therefrom, and shall be payable at the office of the Grand Trunk Railway Company of Canada, in London, or at such other place in London as may hereafter be appointed therefor, on the fifteenth day of March and September, respectively, in each year. Thirty days' notice of any change of place, for the payment of such dividends shall be given by publication in the London Gazette, and in one daily newspaper published in that city.

IX. The form of certificate and coupons for sterling shares shall be as follows:—

ATLANTIC AND ST. LAWRENCE RAILROAD COMPANY.

Sterling Certificate.	Share.
No. _____	£100 Sterling.

Under lease to the Grand Trunk Railway Company of Canada, for nine hundred and ninety-nine years, from August 5th, 1853, as authorized by the legislatures of the State of Maine, and of the Province of Canada.

BE IT KNOWN, That _____ is proprietor of one share of one hundred pounds sterling, in the capital stock of the Atlantic and St. Lawrence Railroad Company, subject to the provisions of the charter and the bye-laws of the corporation.

The dividends are payable, on presentation of the annexed coupons, at the office of the Grand Trunk Railway Company of Canada, in London, at the rate of six pounds per centum per annum, semi-annually, on the fifteenth day of March, and the fifteenth day of September, in each year, during the subsistence of the lease of the Atlantic and St. Lawrence Railroad to the Grand Trunk Railway Company of Canada.

At the maturity of the coupon last payable, the holder of this certificate will be entitled, upon the surrender of the same, to a new certificate, in like form, with further coupons for an

additional period of twenty years annexed ; and similar renewals will be made, at the expiration of every successive twenty years thereafter, during the subsistence of the said lease.

This certificate must be presented for registry, at the office of the Grand Trunk Railway Company of Canada, in London.

Dated at Portland, in the State of Maine, this _____ day of _____ A. D. _____

_____, President.

_____, Treasurer

LS

FORM OF COUPONS.

Atlantic and St. Lawrence Railroad Company.

Sterling Share, No. _____

Coupon, No. _____

Three pounds sterling of the rent to be received under the lease of the Atlantic and St. Lawrence Railroad, on the _____ day of _____, will be paid to bearer, at the office of the Grand Trunk Railway Company of Canada, in London, on the fifteenth day of _____ A. D. _____

_____, Treasurer.

£3 STERLING.

X. On the thirtieth day of June and the thirty-first day of December annually, the treasurer shall forward to the principal office of the Grand Trunk Railway Company, in Canada, a statement of the number and amount of sterling share certificates then issued.

Upon provision being made by the Grand Trunk Railway Company, for the payment of dividends thereon, in London, the Treasurer shall credit that Company, on account of the rent due under the lease, with the sum so required to be placed in London, at the rate of four dollars and eighty-four cents to the pound sterling, deducting the amount of dividends payable in March from the rent payable in December preceding, and the amount of dividends payable in September from the rent payable in June preceding.



CAP. XXXIII.

An Act to amend the Acts relating to the Grand Trunk Railway Company of Canada.

[Assented to 18th December, 1854.]

WHEREAS by an Act passed in the sixteenth year of Her Majesty's Reign, intituled, *An Act to incorporate the Grand Trunk Railway of Canada*, certain persons were incorporated under the name of *The Grand Trunk Railway Company of Canada*, and were authorized to make and complete the Railway therein mentioned; and by the said Act it is also provided that the Guarantee of the Province may be given to the Company thereby incorporated to an amount not exceeding the sum of three thousand pounds sterling for every mile in length of the said Railway, on certain conditions therein mentioned; And whereas such Company was afterwards formed under the authority of the said Act; And whereas under the authority of another Act passed in the sixteenth year of Her Majesty's Reign, intituled, *An Act to provide for the incorporation of a Company to construct a Railway from opposite Quebec to Trois-Pistoles, and for the extension of such Railway to the Eastern frontier of the Province*, a Company was formed and incorporated under the name of *The Grand Trunk Railway Company of Canada East*, for the construction of the said Railway, and it is by such Act provided that the Guarantee of the Province shall be given to such Company to the same extent and in the same manner as is provided under the last hereinbefore recited Act; And whereas under the authority of another Act passed in the same year of Her Majesty's Reign, intituled, *An Act to incorporate the Grand Junction Railroad Company*, a Company was incorporated for the purpose among other things of constructing the Railway therein mentioned; And whereas under the authority of another Act passed in the Session held in the fourteenth and fifteenth years of Her Majesty's Reign, intituled, *An Act to incorporate the Toronto and Guelph Railway Company*, a Company has been incorporated for the purpose of constructing a Railway between Toronto and Guelph; And whereas another Act was passed in the sixteenth year of Her Majesty's Reign, intituled, *An Act to amend the Act incorporating the Toronto and Guelph Railway Company*, authorizing an extension of the said Railway as therein mentioned; And whereas under the authority of another Act passed in the Session held in the thirteenth and fourteenth years of Her Majesty's Reign, intituled *An Act to incorporate Peter Paterson, Esquire, and others under the name of the Quebec and Richmond Railway Company*, a Company was formed and incorporated for the construction of the Railway therein mentioned; And whereas under the authority of

8 V. c. 25.

10 & 11 V. c. 65.

61 V. c. 39.

16 V. c. 76.

Recital of Union
of several Com-
panies under the
said Acts as the
Grand Trunk
Railway Com-
pany of Canada.

another Act passed in the eighth year of Her present Majesty's Reign, intituled, *An Act to incorporate the St. Lawrence and Atlantic Railroad Company*, a Company was formed and incorporated for constructing the Railway therein mentioned; and whereas another Act was passed in the Session held in the tenth and eleventh years of Her present Majesty's Reign, intituled, *An Act to amend the Act incorporating the St. Lawrence and Atlantic Railroad Company and to extend the powers of the said Company*, and four other Acts have since been passed in the Sessions respectively held in the ninth, the twelfth, the thirteenth and fourteenth, and the sixteenth years of Her Majesty's Reign, respectively, relating to the said Company; And whereas an Act was passed in the sixteenth year of Her Majesty's Reign, intituled, *An Act to empower any Railway Company whose Railway forms part of the Main Trunk Line of Railway, throughout this Province, to unite with any other such Company, or to purchase the property and rights of any such Company, and to repeal certain Acts therein mentioned incorporating Railway Companies*, (hereinafter called the Railway Companies Union Act), and another Act was passed in the same Session, intituled, *An Act to extend the provisions of the Railway Companies Union Act to Companies whose Railways intersect the Main Trunk Line or touch places which the said Line also touches*; And whereas another Act was passed in the same Session, intituled, *An Act to provide for the construction of a general Railway Bridge over the River St. Lawrence at or in the vicinity of the City of Montreal*, whereby it is provided that the Grand Trunk Railway Company of Canada or any Company which should be formed by the union of the said Company with any one or more Railway Companies under the Act in that behalf, should have power to construct a Railway Bridge and all necessary works; And whereas under the powers and provisions of the several hereinbefore recited Acts, and of the Railway Clauses Consolidation Act, the several Companies following, that is to say, the Grand Trunk Railway Company of Canada East, the Quebec and Richmond Railway Company, the St. Lawrence and Atlantic Railroad Company, the Toronto and Guelph Railway Company, and the Grand Junction Railroad Company, have been united with and incorporated into the said Grand Trunk Railway Company, under the name of *The Grand Trunk Railway Company of Canada*, upon certain terms and conditions embodied in an agreement made and concluded between the Directors of the said several Companies, bearing date the twelfth day of April, one thousand eight hundred and fifty-three, and which agreement has since been duly ratified and confirmed at meetings of the Shareholders of the said several Companies held in accordance with the provisions of the said Railway Companies Union Act; And whereas it is stipulated in the said agreement that the several Railways and works of the said Companies, including the said General Railway Bridge over the St. Lawrence at Montreal, called the Victoria Bridge, shall thereafter form one Railway and work to be called and known as "The Grand Trunk Railway of Canada;" And whereas certain acts have been done by the Board of Directors constituted and appointed by the said agreement, in the creation and issue of shares and debentures and otherwise, and certain

And of things
done in pursu-
ance of such
Union.

contracts and agreements have been entered into by the said Board with certain Contractors, for the execution of the works and for the acceptance of Shares and Debentures in payment therefor; And whereas in the said Railway Companies Union Act, it is among other things declared, that the Legislature of this Province will make any further Legislative provision which may be required for the purpose of giving full effect to the said Act and to every agreement made under it and ratified as thereby required, and it is expedient that further Legislative provisions should be made for enlarging the powers of the said Company and for extending the time for the completion of the works undertaken by them; and that the said agreement and the amalgamation of the said several Companies intended to be effected thereby, and the acts done in pursuance thereof, and the agreements entered into by the said Directors, should be confirmed: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same as follows:

I. In citing this Act in any Act or legal proceeding, or for any purpose, it shall be sufficient to use the expression "The Grand Trunk Railway Act, 1854." Short title of this Act.

II. The said hereinbefore recited agreement of the twelfth day of April, one thousand eight hundred and fifty-three, and the amalgamation of the said several Companies and undertakings thereby intended to be effected, and the creation and issue of shares and debentures by the said United Company or the Directors thereof; and the contracts and agreements entered into by them with certain contractors for the execution of works, and for the acceptance of shares and debentures in payment for such works, are hereby confirmed, and any copy of the said agreement or of any contract and agreement made as aforesaid with any contractors, certified by the Secretary of the Grand Trunk Railway Company of Canada, for the time being, to be a true copy or extract, and bearing the corporate seal of the Company, shall be *prima facie* evidence thereof or of the parts so extracted therefrom. Agreement of 12 April 1853, confirmed. Certified copies to be evidence prima facie.

III. The United Company formed by the amalgamation of the several Companies hereinbefore mentioned, shall be known and designated by the name of *The Grand Trunk Railway Company of Canada*; and the several Railways or works which they undertake and construct shall be known and designated as and shall constitute *The Grand Trunk Railway of Canada*. Name of Company formed by such Union.

IV. The Railway Clauses Consolidation Act, and also the Act in addition to the General Railway Clauses Consolidation Act, shall extend and be applicable to the said Grand Trunk Railway Company of Canada, except so far as the provisions thereof may be varied by or inconsistent with the provisions herein contained. Railway Clauses Act to apply to Grand Trunk.

V. It shall be lawful for the Governor in Council, from time to time, upon such terms and conditions as he shall think fit, by Order in Council, (a copy of which shall be inserted in the *Canada Gazette*), to Governor in Council may

extend the period for the completion of works forming part of the Grand Trunk Railway.

Proviso: as to particular portion of the work.

Effect of any such order in Council.

Provision for increasing the Capital of the Company

How such increased Capital may be raised.

Proviso: priority of the Province or of any other party not to be impaired.

Debentures may be made convertible into Stock.

extend the period allowed by the several hereinbefore recited Acts, for the completion of the Railways and works thereby respectively authorized, for such further time as he may think fit; and he may so extend such periods respectively, either as to the whole of the Railways and works forming the Grand Trunk Railway of Canada, or as to so much thereof as shall be specified in such order: Provided always, that no such extension shall be authorized on that portion of the line between Montreal and Brockville, nor between Toronto and Stratford, nor shall such extension be authorized on any portion of the main direct line between Brockville and Toronto, or between Quebec and St. Thomas, beyond the first day of July, one thousand eight hundred and fifty-seven, nor on any other portion of the said line, including the Victoria Bridge, beyond the first day of January, one thousand eight hundred and sixty.

VI. When any such order as aforesaid is made by the Governor in Council, the Act or Acts of Parliament authorizing the construction of the Railway or works mentioned or referred to in such order shall, as to the portion of Railway or works described thereby or comprised in such order, be construed as if the extended period or periods of time mentioned in such warrant had been by such Act or Acts limited as the period or periods respectively within which the powers of such Act or Acts for the construction of such Railways or works might lawfully be exercised, instead of the periods mentioned in such Act or Acts respectively.

VII. In case it shall be deemed expedient by the said Grand Trunk Railway Company of Canada, at any time or times hereafter to increase the capital of the said Company, such increase may be effected by Resolution of the Directors of the said Company, sanctioned and approved by two thirds at least of the votes of the Shareholders present in person or by proxy, at a General Meeting convened with special notice of the intended object; and the further capital so authorized may be raised by mortgage or bond, or by the issue of new shares of such denominations, and with such privileges as to priority of dividend or otherwise, and upon such terms and conditions, and at such times and to such persons and in such manner as the Shareholders so present in person or by proxy shall by the like proportion of votes approve or direct; Provided that no mortgage, bond or issue of new shares, under this Act, shall affect or impair the priority of the Government's claim for any Government guarantee already given, or hereafter to be given, to the Grand Trunk Railway Company of Canada, or affect or impair or postpone the security, by bond or mortgage, of any individual upon the said road, without his consent in writing.

VIII. It shall be lawful for the said Company, on obtaining subscriptions for shares, and as one of the conditions of allotting the Bonds authorized to be issued by the Company, to give to the holders of such Bonds respectively, the option of converting the same into shares in the capital of the Company at par, provided such option be exercised within the time and the manner prescribed on the allotment of such bonds, and for the purpose of such conversion to create and issue shares or stock in the Company of equal amount.

IX. The number of Directors of the Company may be increased or reduced from time to time, by resolution of the Shareholders, at any general or special general meeting of the Company, after due notice for that purpose; and at such meeting the order of rotation in which such increased or reduced number shall go out of office, and what number shall be a quorum, shall be also determined: Provided that whatever be the whole number of Directors, one third at least shall always be English Directors; and so long as the guarantee of this Province shall continue in force, one third at least of the whole number shall be Government Directors, as provided by the said recited Acts, or some of them.

Number of Directors may be increased or reduced and how.

Proviso.

Proviso.

X. It shall be lawful for the Company at any time, and from time to time, to convert or consolidate all or any part of the shares into a General Capital Stock, to be divided amongst the Shareholders, or the several classes of Shareholders, according to their respective interests therein, and after such conversion, such stock, as well as any stock which shall have been created under the provisions in this Act contained for the conversion of bonds, shall be transferable and transmissible in any sums or parts not being fractional parts of a pound, in the same manner and subject to the same regulations and provisions, so far as applicable, as are or shall be contained in the Acts then in force relating to the Company in reference to shares in the capital of the Company.

Shares may be converted into a General Stock, transferable in portions not less than £1.

XI. The Company shall, from time to time, cause the names of the several parties interested in such stock, and the amount of interest therein of such parties respectively, to be entered in a book to be called "The Stock Register;" and the several holders of such stock shall be entitled to participate in the dividends and profits of the Company, according to their respective interests therein, and such interest shall, in proportion to the amount thereof, confer on the respective holders the same privilege of voting, qualification, and otherwise, as would have been conferred by shares of equal amount in the capital of the Company, but so that none of such privileges, except that of participation in the dividends and profits, shall be conferred by the holding of any aliquot part of such amount of stock; unless such aliquot part, if existing in shares, would have conferred such privileges respectively.

Stock Register to be kept, and what it shall contain.

Privileges of Holders of Stock.

XII. Whenever it shall be deemed expedient by the Board of Directors that a Special General Meeting of the Shareholders shall be convened, either for the purpose of increasing the Capital or increasing or reducing the number of Directors as aforesaid, or for any other purpose, the Directors may convene such meeting by advertisement and circular in manner hereinafter mentioned, in which advertisement and circular the business to be transacted at such meeting shall be expressly stated; and such meeting may be held either at Quebec or Montreal, or such other place in this Province as the Directors shall appoint.

Meeting for altering the number of Directors, or increasing the Capital of the Company, how to be called and held.

XIII. Notice of any ordinary General Meeting of the Shareholders shall be given once in each of three consecutive weeks in the *Canada Gazette*, and in at least one other newspaper published in each of the Cities of Toronto, Kingston, Montreal, and Quebec, on every day of the publication of such newspapers during the said periods.

Notice of Ordinary General Meetings.

Notices of Special General Meetings.

XIV. The Notices of Special General Meetings of the Company for any of the purposes aforesaid shall be inserted in the same papers as are in this Act prescribed as necessary for convening ordinary General Meetings of the Company, and also in one or more of the Daily Morning Newspapers published in London in England; and a copy of such Notice shall also be addressed by Post to each Shareholder at his last known or usual address, not less than forty days before the holding of such meeting.

Ordinary Meeting may be held half-yearly.

XV. If at any Ordinary General Meeting of the Shareholders, it shall be resolved that Ordinary General Meetings of the Company shall be held half-yearly, such meetings shall thenceforth be held half-yearly at such times and at such place or places in this Province as shall from time to time be appointed by the Directors.

And in such cases accounts shall be made up half-yearly, &c.

XVI. In the event of its being determined in manner aforesaid that the Ordinary General Meetings of the Company shall be held half-yearly, the accounts of the Company shall be balanced and audited up to the thirtieth of June and the thirty-first of December in each year, and dividends may be declared half-yearly, and the provisions of the Railway Clauses Consolidation Act applicable to the making up, balancing and auditing of accounts and the declaring and paying of dividends shall apply to such half-yearly meetings, and to such half-yearly accounts and dividends.

Duplicates of Stock Register to be kept in London.

XVII. Duplicates of all registers of Shares and Debentures of the Company and of the Shareholders thereof, or of the Stock Register, which shall at any time be kept at the principal office of the Company in this Province (such duplicates being authenticated by the signature of the Secretary of the Company) may be transmitted to and kept by the agent for the time being of the Company in London aforesaid.

Transfer of Shares or Stock in London.

XVIII. Whenever any transfer shall be made in England of any Share or Stock of the Company, the delivery of the transfer duly executed, to the agent of the Company for the time being in London aforesaid, shall be sufficient to constitute the transferee a Shareholder or Stockholder in the Company in respect of the Share or Stock so transferred, and such agent shall transmit an accurate list of all such transfers to the Secretary of the Company in this Province, who shall thereupon make the requisite entries in the register; and the Directors may from time to time make such regulations as they shall think fit for facilitating the transfer and registration of Shares or Stock, as well in this Province as elsewhere, and as to the closing of the register of transfers for the purpose of dividend, as they may find expedient; and all such regulations not being inconsistent with the provisions of the Act first mentioned in the Preamble to this Act and of the Railway Clauses Consolidation Act, as altered or modified by this Act, shall be valid and binding.

Regulations may be made for facilitating transfers.

Debenture to be transferable by delivery.

XIX. Any party entitled to any debenture of this Province issued to the Company, or to any bond or debenture of the Company on which the whole amount shall have been paid up, may transfer his right and interest in any such bond or debenture and in the principal and interest moneys secured thereby, to any other person, by the delivery of such bond or debenture with the coupons or interest warrants attached

thereto, without the necessity of a deed or instrument in writing for the purpose of effecting such transfer.

XX. And whereas by some of the Acts hereinbefore cited provision is made for the issue of debentures of the Province to certain of the Companies incorporated by such Acts respectively (which Companies now form part of the said Grand Trunk Railway Company of Canada) in the manner and at the times and on the conditions in the said Acts respectively expressed, and by the said amalgamation such debentures became and were declared to be the property of the said Grand Trunk Railway Company of Canada, and the right to claim such debentures (subject to the conditions aforesaid) has been dealt with and disposed of by the said Company; And whereas it would be convenient that instead of the provisions contained in the said recited Acts respectively for the issue of such Debentures at the time and in the events herein respectively mentioned, one general provision should be made as to the issue thereof, and the terms and conditions of such issue, and also that instead of the particular charges on the several Railways or portions of Railways mentioned in such Acts respectively, created or to be created by virtue of the said Acts respectively, in respect of such issues, one general charge should be created upon the Grand Trunk Railway of Canada to the extent of the whole amount of the Debentures of the Province issued or to be issued: Be it therefore enacted, That the Crown shall on behalf of the Provincial Government, liave in respect of the Debentures issued or to be issued as aforesaid, a charge, hypothec or lien upon the whole Grand Trunk Railway of Canada, in the same manner and with the same preference and privilege, and to the same extent and with the same incidents as to redemption or otherwise, as but for such amalgamation the Provincial Government would have had upon the separate Railways or undertakings in respect of which, by the said several Acts respectively, such Debentures were to be issued; and it shall not be necessary for the said Company to make or keep separate accounts with respect to each undertaking forming part of the said Grand Trunk Railway, upon which such charge attached or might attach, any thing in the said recited Acts or any of them to the contrary notwithstanding: And further, that whenever it shall be ascertained by the report of any Engineer to be appointed for that purpose by the Governor of this Province, that one hundred thousand pounds sterling has been actually and with due regard to economy expended on the said Grand Trunk Railway of Canada, in work done, or materials delivered on the ground, or both conjointly, or rolling stock provided, since the first day of July, one thousand eight hundred and fifty-three, Debentures of the Province may be issued to the said Company to the extent of forty thousand pounds sterling, and so *toties quoties* until Debentures shall have been issued to the full extent of the guarantee limited by the said recited Acts respectively, which guarantee amounts in the whole to one million eight hundred and eleven thousand five hundred pounds sterling; Provided that it shall be lawful for the Governor at any time before making or authorizing any issue of such Debentures, if he shall so think fit, to require that the Engineer to be appointed as aforesaid shall report and certify that the works of the

Recital of provisions of former Acts as to provincial guarantee.

The lien of the Crown by reason of such guarantee on the several works forming part of the Grand Trunk Railway, shall be a general lien upon the whole Grand Trunk Railway and works making part thereof.

On what conditions the guarantee shall be given hereafter.

Total amount of guarantee

Proviso: report of Engineer may be required.

Proviso: total amount of guarantee not to be exceeded.

Proviso: on what portions only the guarantee shall be given.

Recital.
Lease of Atlantic and St. Lawrence Railway, in trust for the Company.

Trustees may transfer the lease to the Company.

said Company are proceeding to his satisfaction with regard to the final completion of the several Railways and works included therein, and to suspend such issue until such report and certificate shall have been given; Provided also, that the limit of the entire provincial guarantee to the said Company shall not exceed the sum of Two Million Two Hundred and Eleven Thousand Five Hundred Pounds, including the amount of Four Hundred Thousand Pounds advanced to the St. Lawrence and Atlantic Railway Company, now amalgamated with the said Grand Trunk Railway Company; Provided also, that no Provincial Bonds shall be issued in favor of the said Company on account of any expenditure on the line of Railway between Point Levi and Richmond, or between Montreal and Portland, beyond the amounts already issued on account of those Roads, that is to say, Seven Hundred and Seventeen Thousand Five Hundred Pounds, nor shall any Provincial Bonds be issued on account of expenditure on any branch Railway to be hereafter constructed, or on account of expenditure on any line of Railway now amalgamated or which may hereafter be amalgamated with the Grand Trunk Railway of Canada, excepting those forming the direct line from Trois-Pistoles to Sarnia, neither shall any larger amount than One Hundred Thousand Pounds sterling of Provincial Bonds be issued on account of expenditure on the Victoria Bridge.

XXI. And whereas by an Indenture bearing date the fifth of August, one thousand eight hundred and fifty-three, between the Atlantic and St. Lawrence Railroad Company, of the first part, and the Honorable John Ross, Benjamin Holmes and William Jackson, of the second part, that portion of the Atlantic and St. Lawrence Railway which extends from the City of Portland in the State of Maine to the border line of this Province, together with certain other property therein described, was demised to the said parties of the second part, for the term of nine hundred and ninety-nine years, subject to the payment of the rent, and upon the terms and conditions, in such Indenture of Lease contained; And whereas such Lease was granted to and taken by the said parties of the second part, as Trustees for the said Grand Trunk Railway Company of Canada, or for the purpose of transferring the same to the said Company when they should be duly authorized to accept such transfer, and it is expedient that the said Company should be authorized to accept a transfer or assignment of such Lease from the said Lessees, and to become the Proprietors of the said portion of Railway and other property on the terms in such Lease mentioned: Be it therefore enacted, that it shall be lawful for the said Honorable John Ross, Benjamin Holmes and William Jackson, or the survivors or survivor of them, to transfer and assign to the said Company, and for the said Company to accept and take the said Lease and the interest and property of the said Lessees therein, on the terms and conditions in the said Lease mentioned, with such modifications and alterations as shall be agreed to by the Directors of the said Company, and to indemnify the said Lessees from and against the covenants and conditions therein contained on the part of the said Lessees, and to hold the said portion of Railway and other property, subject to the rent and on the terms and conditions in the said Lease specified with such modifications as aforesaid; and that

in case the said Lease shall be surrendered to the said Atlantic and St. Lawrence Railroad Company, it shall be lawful for the said Grand Trunk Railway Company of Canada to accept a new Lease from the said other Company, on such other terms and conditions as may be agreed between the said Companies.

Or Company may take a new lease.

XXII. It shall be lawful for the said Grand Trunk Railway Company of Canada, to construct, make and work any Branch Railway or Railways which they may deem it advisable to make, from any point or points on their main Railway to the River St. Lawrence or any of the Lakes thereon: Provided however, that no such Branch Railway shall be constructed beyond or west of the City of Toronto; And provided also that between Longueuil and Point Levi the only points of connection between the said Railway and the St. Lawrence, by a Branch Railway, shall be some point on the Quebec and Richmond Railway, now part of the Grand Trunk Railway of Canada, and some point on the St. Lawrence opposite the Town or Parish of Three Rivers; and to any such Branch Railway and all matters relating thereto or to the working thereof, the provisions and enactments of this Act and of the Act first cited in the Preamble to this Act (including those of the Railway Clauses Consolidation Act incorporated therewith, and the Act in addition to the said last-mentioned Act), subject to the exceptions mentioned in the twentieth section of this Act, in regard to the provincial guarantee, which shall in no case be granted to any such branch Railway, shall apply as fully to all intents and purposes as to the main Railway in the said first cited Act mentioned, except that the survey and plan of any such Branch may be made and deposited at any time before such Branch shall be commenced, and that such Branch shall be completed within such time as shall be appointed for the purpose by order of the Governor in Council, made and published in the manner hereinbefore mentioned, as regards Orders in Council for extending the time for completing any part of the main line of Railway of the said Company.

Company may make Branch Railways.

Proviso.
Proviso.

Acts to apply to such Branches.

No guarantee to be given for any Branch.

Commencement and completion of any branch, &c.

XXIII. It shall be lawful for the said Company to build or purchase, hold, navigate and work steamers and other vessels and craft as ferry boats for the conveyance of goods and passengers across the Bay of Quinté and the St. Lawrence, and to dispose of such steamers, vessels or craft when need shall be, or others to acquire in their stead, and to establish, demand and take tolls for the conveyance of goods and passengers, or other services performed by or with such steamers, vessels or craft, to which tolls all the provisions of the Railway Clauses Consolidation Act respecting tolls shall apply.

Company may have Steamers, &c., for certain purposes.

Tolls.

XXIV. It shall be lawful for the said Company to make a branch railway from the Victoria Bridge, or from any Station on their railway within the City of Montreal, to the river St. Lawrence at or below the foot of the Current of St. Mary, but within the Parish of Montreal, and such branch may be made either by the way of and along the wharves, in front of the Common and Commissioners' street, and so along the bank of the river St. Lawrence, or by way of Craig street and such other streets as may be found conveniently situated for the purpose of reaching the said Common and Commissioners' streets or Craig street,

Company may on certain condition make a Branch Railway through Montreal from Victoria Bridge to the foot of the Current.

and for the purpose of reaching the terminus at or below the foot of the Current of St. Mary hereinafter mentioned; and for the purpose of making and using such branch (to which also all the provisions hereby made applicable to other branches shall apply), it shall be lawful for the said Company to lay down and maintain rails and other requisite works along, through or across any of the streets of the said City of Montreal, as well as upon any lands they shall take or acquire from private parties, and to do all things which may be requisite for making and using the said branch railway so to be made in, through, across, or along the said streets: Provided always, that no rails shall be laid through or across any of the said public streets of the City of Montreal, unless the line of the said branch railway through the said streets shall have previously been approved by the City Council of the City of Montreal, and also by the Harbour Commissioners, should the said branch railway pass within their jurisdiction, for which purpose plans shall be submitted by the Company: And provided also, that the said rails shall not rise in any of the said streets above the general level of such streets: Provided further, that no steam engine shall be used on the said branch railway within the limits of the said City, unless under an express By-law of the City Council, and that the said Company shall be bound to submit to such rules and regulations as from time to time the said City Council and Harbour Commissioners may respectively make as to the speed and mode of working the said branch railway: Provided also, that such branch railway, or any part thereof, may be used by any other railway Company, on payment to the Grand Trunk Railway Company of Canada of such compensation as may be agreed upon between the said Company and such other Railway Company, and in case the amount of such compensation cannot be agreed upon, the same shall be determined by three Arbitrators, each Company appointing one of the said Arbitrators, and the third to be appointed by a Judge of the Superior Court of Lower Canada.

Proviso.

Proviso.

Proviso.

Proviso:
Branch may be
used by other
Railways.

Company may
have a terminus
of 25 acres at
the foot of the
Current.

As to wharves.

Proviso:
Tariff at
wharves.

Proviso.
Harbour Com-
missioners may
resume the
wharves.

XXV. It shall be lawful for the said Company to take, acquire and hold at the terminus of the Branch last aforesaid, at or below the said Current of St. Mary's, such extent of land as they may deem requisite for such terminus, and the station and other works which the Company may build and erect at such terminus, not exceeding twenty-five acres, the frontage of which shall not exceed five acres; and it shall also be lawful for the said Company to build and hold at such terminus such wharves as they may deem necessary for their use, in case the Harbour Commissioners of Montreal shall not consider it expedient to build such wharves; Provided always, that if such wharves are built by the Company, they shall be subjected to the By-laws, Regulations and Tariff of the said Harbour Commissioners, who will have to pay, semi-annually, to the said Company, the interest on the amount expended for the building of such wharves; And provided also, that it shall be in the power of the said Harbour Commissioners to resume, at any time, the possession of such wharves, by paying to the said Company the amount expended in their construction, and by leaving to the said Company the use of such wharves or so much of them as the said Company will require, under payment of such harbour or wharfage dues as the said Harbour Commissioners may deem fit to impose.

XXVI. The said Company may construct any temporary building required for the purpose of more conveniently carrying on their works, or any of them, of wood or other materials, notwithstanding such building may be within the limits of any Municipality, and there may be a By-law or By-laws thereof prohibiting the erection of buildings of wood or such other materials of which such building of the Company is constructed, provided no such prohibited building be intended or be allowed to remain after the construction of the works, and provided also that any such prohibited building shall be constructed at a distance of at least two hundred yards from any neighbouring building.

Company may construct temporary buildings of wood in Cities, &c.

XXVII. If hereafter any other Railway Company shall form a union with the said Company, under the provisions of the Statutes in that behalf provided, the corporate name and existence of such other Company shall be merged in that of The Grand Trunk Railway Company of Canada, which shall thereafter be the name of the United Company, and the name The Grand Trunk Railway of Canada shall thereafter include the Railway and works which such other Company was authorised to construct.

Name of Company not to be affected by its union with any other Company.

XXVIII. Any copy or extract from any agreement with any such other Company, under which a union may be formed between the said Company and such other Company, or any agreement, deed or lease for the purchase or demise of any other Railway, or of or from any proceedings of the Directors or Stockholders of either Company with reference to such union, purchase or lease, certified to be true copies or extracts, in the manner provided by the second section of this Act, shall be *prima facie* evidence of such agreement, deed, lease or proceedings, or of the part thereof set forth in such extract.

Certified copies of agreements for Union to be *prima facie* evidence.

XXIX. And if at any time any hypothecary, petitory, or possessory action, or any action of ejection, or any action or suit founded upon mortgage, lien, or charge upon any lands then in possession of the said Grand Trunk Railway Company of Canada, shall be brought, the payment into Court by the said Company of the sum which they or the Company first empowered to construct such Railway or work may have actually paid to the party entitled to receive the same or which may have been agreed or awarded to be paid by them for such lands, or the sum representing the value thereof at the time, if the sum or price agreed or awarded be proved by such plaintiff not to be the true value, shall operate an immediate stay of all proceedings in such suit or action as against the said Grand Trunk Railway Company of Canada, if they think proper to declare their intention not to defend the same, and the Court shall thereafter make such order with respect to the distribution of such sum so paid into Court, as to law and right may appertain, and may order such proof as the Court may think proper of the right of the party bringing such suit or action, to the said sum, which shall be held to represent the land in question as regards the claim so made to or upon the same; and the Company shall pay no costs incurred after such payment into Court, (unless, in Upper Canada, it shall be found by such Court that a sufficient sum has not been paid by the said Company,) with costs of suit and proceedings had before the time of such payment; and if the Court shall adjudge that the party bringing such suit or action is not entitled to the said sum or is

Proceedings in case of certain real or mixed actions brought against the Company.

Value of lands may be paid into Court.

Costs.

Company not to
be adjudged to
give up lands.

only entitled to part thereof, the said sum or the part thereof to which such party is not entitled shall be paid out of Court to the Company : and in no case shall the said Company be adjudged to give up possession of any such lands of which they have once lawfully obtained possession, but the sum lawfully paid, unless to a party not entitled to receive the same, agreed upon, or awarded to be paid by them for the same, or the value, shall represent the lands, and the claims to or upon them shall be by such possession converted into a claim to or upon the sum aforesaid : Provided always, that nothing in this section shall be construed to take away or weaken any defence which the Company may have to such suit or action under any other Act or Law, or to impair the effect of any proceeding which they may have taken under any such Act or Law, to bar any or all claims to or upon such lands.

Proviso: as to
other defence of
Company to
be impaired.

Public Act.

XXX. This Act shall be a Public Act.

ANNO DECIMO-OCTAVO
VICTORIÆ REGINÆ.

CAP. CLXXIV.

An Act for granting additional aid, by loan, to the
Grand Trunk Railway Company of Canada.

[Assented to 19th May, 1855.]

WHEREAS it is expedient to grant additional aid, by loan, to the Grand Trunk Railway Company of Canada, to an amount not exceeding nine hundred thousand pounds sterling, but so that the total amount of Provincial aid to the said Company, by guarantee and loan, shall not at any time exceed fifty per cent. on the amount then actually expended by the Company on that portion of their Railway which is between St. Thomas below Quebec, and Stratford above Toronto, (exclusive of the Victoria Bridge) and so that such additional aid shall be advanced solely in respect of money to be expended on the said portion of the Railway after the first day of May, one thousand eight hundred and fifty-five, and shall be secured by a first charge on the whole amalgamated Railway and Works of the Company, and shall be repaid within a certain period: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same as follows :

Governor in

I. It shall be lawful for the Governor in Council to authorize the

issue of Provincial Debentures to an amount not exceeding nine hundred thousand pounds sterling, in such form and the principal and interest whereof shall be payable at such periods and place as he shall see fit, but bearing interest at a rate not exceeding six per cent. per annum, and redeemable at a period not more than twenty years from the date of issue,—and to advance the sum to be raised by the issue of the said Debentures (or such part thereof as the Company may become entitled to receive under the conditions hereinafter mentioned) as an aid by loan to the said Grand Trunk Railway Company of Canada, in addition to the aid to which the said Company is now entitled to receive by means of the Provincial Guarantee, but subject always to the following conditions, and to such further terms and conditions as the Governor in Council may see fit to impose, that is to say :

Council may authorize the issue of Debentures for £900,000.

And advance the sum so raised to the Company on certain conditions.

Total aid limited to 50 per cent. on sum expended.

Total aid under this Act limited.

Proviso :

No part of aid to be expended on Victoria Bridge until certain lines are finished

Loan under this Act to be a first charge on all the property of the Company; and how payable.

With the same privileges as the first Loan.

I. The total amount of the aid which the Company shall have received by means of the Provincial Guarantee under the provisions of any former Act or Acts and the Loan hereby authorized, shall never exceed fifty per cent. on the sum then actually, and with due regard to economy, expended by the Company in work or materials delivered on the ground or both conjointly, to be ascertained in the manner provided by the Act incorporating the Company in respect of the said Guarantee,—nor shall the total sum advanced to the Company under this Act ever exceed seventy-five per cent. on the sum then actually, and with due regard to economy, expended by the Company after the first day of May, one thousand eight hundred and fifty-five, in work or materials delivered on the ground or both conjointly, on that portion of the line of their Railway lying between St. Thomas below Quebec and Stratford above Toronto, and exclusive of the Victoria Bridge, and of mere repairs, the said sum to be ascertained as aforesaid; Provided always that the said Company shall not pay or advance any portion of their assets whatsoever derived or derivable from the original guarantee or from the present aid or from their capital stock or from any other source whatsoever on the construction or completion of Victoria Bridge until the main line of Railway between St. Thomas and Stratford shall have been completed and in operation.

II. The sums advanced as a Loan under this Act shall be a first charge hypothec and lien in favour of the Crown on behalf of the Provincial Government, and upon the whole amalgamated Grand Trunk Railway of Canada and upon all the Railway, works and property forming part thereof or now belonging or hereafter to belong to the said Company, and shall be payable at a period not exceeding twenty years from the passing of this Act, the interest thereon at six per cent. per annum being payable by the said Company to the Crown for this Province, half yearly, at such times as the Governor in Council shall appoint; Provided that nothing in this section contained shall prejudice the security of the seminary of Montreal and of the British American Land Company upon the former St. Lawrence and Atlantic road or to any creditor for the price of lands sold to the said Company, or to the Grand Trunk Company having a privilege of *bailleur de fonds*.

III. The said charge, hypothec and lien in favour of the Crown, shall have the same preference and privilege and shall be subject to the same incidents as to redemption and otherwise as the charge, hypothec

and lien in favour of the Crown for claims arising out of the Provincial Guarantee, or advances in place of the Provincial Guarantee under any former Act or Acts authorising such Guarantee or advance.

Governor may
cause work to
be inspected,

And withhold
aid if report be
not satisfactory.

IV. And it shall be lawful for the Governor in Council to direct the Board of Works and such skilled Engineers as the Governor may appoint from time to time to examine and report upon the works in progress, and to estimate from time to time the work still remaining unfinished upon the several Sections of the said Railway; and it shall be lawful for the Governor in Council to withhold the whole or any portion of such additional aid upon any section or sections of the said Grand Trunk Line if the said Report should not be satisfactory to him.



ANNO DECIMO-NONO ET VICESIMO
VICTORIÆ REGINÆ.

An Act to grant additional aid to the Grand Trunk
Railway Company of Canada.

[Received Royal Assent, 1st July, 1856.]

[2nd Session, 5th Parliament, 1856.]

Preamble.—Further aid to be granted to the Company.

I. Company may issue Preferential Bonds for £2,000,000 Stg., on completion of Railway from St. Thomas to Stratford.

Proceeds thereof to be lodged with Provincial Agents in London, and released on certificates of progress of the work.

Apportionment of the proceeds to the several sections of the Railway.

Time for completion of each section.

A portion to be reserved for the St. Thomas and Rivière-du-Loup section.

II. The interest on the Provincial Debentures issued to the Company, to be advanced by the Province for 5 years—the amount to be repaid in stock.

III. Orders in Council, &c., based on above conditions, to be valid and binding.

IV. Public Act.



ANNO DECIMO-NONO ET VICESIMO

VICTORIÆ REGINÆ.

CAP. CXI.

An Act to grant additional aid to the Grand Trunk Railway Company of Canada.

[Assented to 1st July, 1856.]

WHEREAS it is expedient to grant facilities in aid of the Grand Trunk Railway Company of Canada, for objects and under conditions hereinafter mentioned: Therefore, Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows:—

I. For the purpose of enabling the Grand Trunk Railway Company of Canada to complete their undertaking, the Governor in Council shall be and hereby is authorized to carry into effect the arrangement provisionally entered into between the Government of Canada and the said Company, based upon the following terms, viz.:

The said Company shall be authorized to issue Preferential Bonds to the extent of two millions of pounds sterling. The holders of such bonds to have priority of claim therefor over the present first lien of the Province.

Such issue shall not take place until the Railway of the said Company from St. Thomas, in Lower Canada, to Stratford, in Upper Canada, shall have been finished and in operation.

The proceeds of the said Bonds shall be deposited with the Provincial Agents in London, and released to the Company on the certificates of the Receiver General, upon proof to the satisfaction of the Governor in Council of progress of the several works hereinafter mentioned.

The said proceeds shall be appropriated to the aid or construction of the following works and apportioned as hereinafter stated, and released to the Company as the said works are severally proceeded with:

The Railways from St. Mary's to London and Sarnia £450,000

The Railway from St. Thomas, Lower Canada, to Rivière-du-Loup 525,000

Victoria Bridge	...	...	...	800,000
Three Rivers and Arthabaska	...	...	...	125,000
To enable the said Company to assist the Port Hope, and Cobourg and Prescott Railways as subsidiary Lines				100,000

£2,000,000

The St. Mary's and London branch and subsidiary lines shall be completed by the	...	...	1st September,	1857.
Stratford and Sarnia...	...	...	1st September,	1858.
Arthabaska and Three Rivers	...	...	1st September,	1859.
The Victoria Bridge...	...	...	1st January,	1860.

The St. Thomas and Rivière-du-Loup Line as follows :

From St. Thomas to Rivière Ouelle	...	1st January,	1859.
From Rivière Ouelle to Rivière-du-Loup	...	1st January,	1860.

In order to restore to the Trois-Pistoles Road, the guarantee diverted from it by the Act of 1854 (18 Victoria, Chapter 33) and expended on the Toronto and Stratford section, there shall be reserved from the proceeds of the Preferential Bonds as they are paid over to the Provincial Agents, such a portion for the section of the Road from St. Thomas to Rivière-du-Loup, as shall ensure its progress equally with the other works above mentioned.

II. Provided that the proceeds of the said Preferential Bonds to the amount aforesaid, be deposited with the Provincial Agents, the interest accruing on the Provincial Debentures issued to the Company shall, during the period of five years, (being the time necessary for the completion of the works and for the development of the through traffic,) be advanced by the Province, and such advances, as they are made, shall be repaid to the Province in share capital of the Company, and the lien of the Province, subject to the preceding conditions, shall rank, as to dividend or interest, with that of the Company's bond-holders.

III. All Orders in Council to be made, and things to be done by the Governor of this Province in Council in pursuance of and in accordance with the conditions above mentioned, and for the purpose of the carrying out the same, shall be valid and binding : and no enactment which the Legislature of this Province may hereafter make, for carrying out and giving effect to the said conditions or any Order in Council to be made under this Act or under any provision of any Act theretofore passed relating to the said Company, according to the true intent and purport thereof, shall be deemed an infringement of the rights of the Company or of any party whatever.

IV. This Act shall be deemed a Public Act.



ANNO VICESIMO

VICTORIÆ REGINÆ.

An Act to dispense with Government Directors in the Grand Trunk Railway Company of Canada, and to facilitate the completion of the Company's works from Rivière-du-Loup to Sarnia.

[Received Royal Assent, 27th May, 1857.]

Preamble.

- Sec. I.* Provision for appointment of Government Directors repealed. Such Directors to go out of office at first General Meeting.
- II. Half-yearly statements of affairs to be rendered to Inspector General, under oath.
- III. Books and accounts of the Company may be inspected by the Board of Audit.
- IV. Upon condition of the completion of the road by means of the Preferential Bonds mentioned in the Act of 1856, and the proper maintenance thereof,—the Province foregoes all interest on its claim until the earnings of the Company shall suffice to defray all working expenses, interest on Bonds, rent of Atlantic and St. Lawrence Railway, and a dividend of 6 per cent. on the stock.
- V. Company may receive the proceeds of the said Preferential Bonds as the same are paid in,—and expend the same on each work, in due proportion. The works to be proceeded with simultaneously.
- VI. Extension of time for completing the several works.
- VII. Public Act. This Act and the Act of 1856 to be construed with reference to each other.



ANNO VICESIMO
VICTORIÆ REGINÆ.

CAP. XI.

An Act to dispense with Government Directors in the Grand Trunk Railway Company of Canada, and to facilitate the completion of the Company's works from Rivière-du-Loup to Sarnia.

[Assented to 27th May, 1857.]

WHEREAS it is expedient to dispense with Government Directors in the Grand Trunk Railway Company of Canada, and to grant further facilities to the Company in order to enable them to complete their Railways and works in the manner and to the extent contemplated by the Legislature as necessary to ensure to the Province the full benefit to be expected from the undertaking: Therefore, Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows:

I. So much of the Act of 1852, chapter 37, relating to the said Company, or of the Act of 1854 amending it, or of any other Act, as authorizes the appointment of any Directors thereof by the Governor of this Province, is hereby repealed; and the present Directors of the Company appointed by the Governor shall go out of office at the first General Meeting of the Shareholders for the election of Directors; and all the powers vested in the Directors shall thereafter be vested in the elected Directors.

II. The Company shall render half yearly (and oftener if required by the Governor) to the Inspector-General, a full statement of their affairs with a balance-sheet, the correctness of which statement and balance-sheet shall be attested under oath by the Book-keeper, Accountant or other Officer of the Company having a knowledge of their accounts.

III. It shall be lawful for the Governor from time to time to empower "The Board of Audit," or any member or members thereof, to ask for the production of and to inspect the Books, Accounts and

Preamble.

Government Directors to withdraw after next annual Meeting.

Company to render attested accounts half-yearly to Government.

Such accounts may be examined by Board of Audit, under 18 Vict. cap. 78.

Vouchers of the Company, at the office or offices of the said Company during business hours, and to report to the Governor on the same: and the said Board of Audit shall have the same powers in relation to the said Company and their accounts as are now vested in them with respect to Institutions supported by Public Funds under and by virtue of the Act eighteenth Victoria, chapter seventy-eighth, intituled: *An Act to secure the more efficient auditing of Public Accounts.*

Conditions and extent of relief to the Company.

Charges prior to Provincial claim.

What shall be deemed Bonds and Share Capital.

Company may receive proceeds of Preferential Bonds on certain conditions.

Time for completing works extended.

Public Act, and how construed.

IV. On condition and provided that the said Company by means of the Preferential Bonds mentioned in the Act of 1856, chapter one hundred and eleven (for granting additional aid to the said Company,) or by means of any other loans effected or to be effected for such purposes, complete their Railway from Rivière-du-Loup to Stratford, and thence by St. Mary's direct to Sarnia, including the Victoria Bridge and the other works, undertakings and engagements mentioned in the said Act of 1856, and supply the said Railway with sufficient plant, rolling stock and appliances to work the same efficiently, within the limits of time named in the said Act of 1856, or within such extension thereof as is hereinafter stated, and so long as they maintain and work the same regularly, the Province foregoes all interest on its claim against the Company, until the earnings and profits of the Company, including those of the Atlantic and St. Lawrence Railroad Company, shall be sufficient to defray the following charges:—1. All expenses of managing, working and maintaining the works and plant of the Company;—2. The rent of the Atlantic and St. Lawrence Railway, and all interest on the Bonds of the Company exclusive of those held by the Province;—3. A dividend of six per cent. on the paid up share capital of the Company, in each year in which the surplus earnings shall admit of the same;—And then in each year in which there shall be a surplus over the above named charges, such surplus shall be applied to the payment of the interest on the Province Loan accruing in such year: The bonds and share capital herein mentioned shall be held to include and consist of all loans and paid up capital which the Company have raised or may hereafter raise *bonâ fide* under the authority of any Act of the Provincial Legislature passed or to be passed, for any purpose authorized by any such Act.

V. The said Company are hereby authorized to receive from the Receiver General of the Province, and expend upon and for the several works and purposes mentioned in the Act last cited, the proceeds of the Preferential Bonds therein mentioned, as such proceeds are paid in, provided the sum so expended upon each work bears the same proportion to the total sum allotted to it, as the sums paid in bear to the whole amount authorized to be raised by the said Act, and that each of the several works mentioned in the said last cited Act, shall be proceeded with simultaneously and in the same proportion.

VI. The time allowed by the Act last cited for the completion of the said several works is hereby extended for one year from the periods fixed by the said Act for the completion of the same respectively.

VII. This Act shall be deemed a Public Act, and the Act last above cited and this Act shall be construed with reference to each other, and the third section of the said Act shall apply as if re-enacted herein.



ANNO VICESIMO-SECUNDO

VICTORIÆ REGINÆ.

CAP. LII.

An Act to amend the Acts relating to the Grand Trunk Railway Company of Canada.

[Assented to 24th July, 1858.]

WHEREAS in pursuance of the powers and provisions of the Preamble.
Grand Trunk Railway Act, 1854, the lease of the portion of the Atlantic and St. Lawrence Railway therein mentioned has been transferred and assigned to the Grand Trunk Railway Company of Canada as thereby authorized, and agreements have since been entered into between the last-mentioned Company and the Atlantic and St. Lawrence Railway Company, whereby the terms and conditions of the said lease and the amount of rent payable in respect thereof have been varied and enlarged, and it is expedient that such agreements should be confirmed and that power should be given to the Directors of the said Grand Trunk Railway Company to make further agreements with the said Atlantic and St. Lawrence Railway Company, as occasion may require, subject to the approval of a general meeting of the Proprietors of the said Company, respectively; And whereas an Act was passed in the Session of the Provincial Legislature of Canada, held in the nineteenth and twentieth years of the reign of Her present Majesty, intituled, *An Act to grant additional aid to the Grand Trunk Railway Company of Canada* (hereinafter referred to as the nineteenth and twentieth Victoria, Chapter one hundred and eleven): And whereas it is expedient that the said Act should be amended, and that further provisions should be made for carrying out the undertaking of the said Company, and for giving further powers to the said Company in relation to the completion, working and management of the said undertaking, and that, for the purposes aforesaid and for other purposes, the provisions of the several other Acts relating to the said Grand Trunk Railway Company of Canada should be amended and enlarged: There-

fore, Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows:—

Short Title of this Act.

I. In citing this Act for any purpose, it shall be sufficient to use the expression "The Grand Trunk Railway Act of 1858," and the expression "The Company," as herein used, shall denote "The Grand Trunk Railway Company of Canada."

Company may agree with Atlantic and St. Lawrence Railway Company.

II. It shall be lawful for the Board of Directors of the Company to enter into and execute any agreement or agreements with the said Atlantic and St. Lawrence Railroad Company for altering or enlarging the terms and conditions of the said lease; Provided always that nothing herein contained shall be construed to the prejudice of the Province or in any way make the Province a party to such agreements, or alter the relative position of the Province and the said Company.

How the capital of the Company may be increased.

III. In case it shall be deemed expedient by the Company at any time or times hereafter to increase the capital of the Company, such increase may be effected by resolution of the Directors of the said Company, sanctioned and approved by two-thirds at least of the votes of the Shareholders voting in person or by proxy at a special general meeting called for that purpose; and the further capital so authorized may be raised by preferential bonds which shall be deemed to be preferential bonds within the meaning of the said recited Act of the nineteenth and twentieth Victoria, chapter one hundred and eleven, and of the Act twentieth Victoria, chapter eleven, and such bonds, together with the preferential bonds already issued under the authority of the said Acts, shall be entitled to the privileges conferred on preferential bonds by the said Acts,—or such increase of capital may be effected by bonds not preferential, or by mortgage, or by the issue of new shares of such denominations and with such privileges as to priority of dividend or otherwise over the present share capital of the Company, and upon such terms and conditions and at such times and to such persons and in such manner, as the Shareholders so present in person or by proxy shall, by the like proportion of votes, approve or direct. Provided always that nothing herein or hereinafter contained shall in any way alter, affect, postpone or prejudice the claim of the Province upon the said undertaking or the obligations of the Company towards the Province, as settled by the provisions of the several Acts now in force relating to the said Company.

Company may pay interest on the share capital until the works are completed.

IV. It shall be lawful for the Board of Directors of the Company, out of the present or any future capital of the Company, to provide and pay such sum as may from time to time, with the earnings of the Company available for dividend, be sufficient to pay interest upon the loan and stock and share capital of the Company, until the completion of the authorized works of the undertaking of the Company: Provided always, that such payment shall not continue to be made upon the stock and share capital, except out of the earnings of the Company, after the first day of May, One thousand eight hundred and sixty.

Order in which the earnings of the Company shall be applied.

V. And whereas it is expedient to declare the order in which the earnings of the Company, after deductions of the expenses of working and maintaining the Railway, are to be appropriated; Therefore, it is hereby declared and enacted, that, subject to the rights and powers of the Atlantic and St. Lawrence Railroad Company under the said

recited lease as to the portion of the undertaking thereby demised, the earnings of the Company, after deduction of working expenses, shall in each half-year be appropriated and applied as follows: First, in and towards the payment of the interest upon the amount which for the time being shall have been raised by the issue of preferential bonds as herein mentioned; Secondly, in and towards payment of the interest upon the loan capital of the Company, for the time being raised and subsisted upon and in respect of the several classes of bonds and debentures hereinbefore mentioned, other than the said preferential bonds; And thirdly, in and towards payment of a dividend at the rate of six per cent. per annum on the Stock and Shares of the Company, and after payment of such dividends, then in or towards the payment of the interest on the Provincial Debentures issued in aid of the Company from time to time, to the extent of three million one hundred and eleven thousand five hundred pounds sterling in all; and after payment of such interest, the surplus, if any, shall be applied in payment of a further dividend upon the Stock and Shares of the said Company.

Interest on preferential bonds.

On other bonds.

Dividends on shares.

Provincial claim.

Further dividend.

VI. The ninth section of the Grand Trunk Railway Act, 1854, is hereby repealed, but such repeal is not to affect any thing which may have been done under the provisions thereof before the passing of this Act, or the position of the Directors, unless or until altered by virtue of the provisions hereinafter contained.

Section 9 of 18 V. c. 33, repealed.

VII. And whereas it is expedient to alter and amend so much of the several Acts relating to the Company as have reference to the privilege of voting conferred by Stock or Shares in the Company: Therefore, from and after the passing of this Act the proportion of votes to the Stock or Shares held in the Company, shall be one vote for every twenty-five pounds sterling of Stock or of shares not yet converted into stock of the Company, so held; and no sum less than twenty-five pounds sterling shall entitle the holder thereof to any vote at any meeting of the Shareholders of the Company: Provided always, that no Stock or Shares, unless *bonâ fide* held for a period of at least three months prior to any meeting of Shareholders, shall confer on the holder thereof any privilege of voting at such meeting.

One vote to be given for each £25 stg. of stock.

Proviso.

VIII. It shall be lawful for the Company, by resolution of any General Meeting, from time to time to make any alteration in the numbers, rotation, mode of appointing, constitution or composition of the board of Directors prescribed by the agreement of the twelfth day of April, one thousand eight hundred and fifty-three, and to fix and assign such remuneration as they may think fit to the Chairman, Vice-Chairman or any other Director or Directors, provided that the number of Directors shall in no case be more than fifteen or less than ten.

Power to alter number, &c., of Directors.

IX. It shall be lawful for the Company, with the consent of two-thirds of the votes of the proprietors voting in person or by proxy, at any General Meeting convened with notice of the intended object, to accept a lease of the undertaking, or of part of the undertaking, of any other Company that may be or now is formed for the purpose of constructing a Railway in the state of Michigan from or near Port Huron to Detroit, for such term, at such rent, and upon such conditions as may be agreed upon; and also, to become the purchasers of or jointly interested in the undertaking or part of the undertaking of such Company, and to provide and raise, if necessary, other Capital for such purposes.

Company may lease, &c., any portion of their work with consent of Governor in Council.

Or may, with such consent, become lessees, &c., of other Railways.

Company may enter into agreements with other Companies for certain purposes.

X. It shall be lawful for the Directors of the Company at any time, and from time to time, to make and enter into any agreement or arrangement with any other Company, either in this Province or elsewhere, for the regulation and interchange of traffic passing to and from the Railways of the said Companies, and for the working of the traffic over the said Railways respectively, or for either of those objects separately, and for the division and apportionment of the tolls, rates and charges in respect of such traffic, and generally in relation to the management and working of the Railways or any of them, or any part thereof, and of any Railway or Railways in connection therewith, either by ferry or otherwise, for any term not exceeding twenty-one years, and to provide for the appointment of a Joint Committee or Committees for the better carrying into effect any such agreement or arrangement, with such powers and functions as may be considered necessary or expedient, subject to the consent of the votes of two-thirds of the proprietors voting in person or by proxy at any General Meeting.

Interpretation clause.

XI. The words "Rivière-du-Loup" when they occur in the Acts nineteenth and twentieth Victoria, chapter one hundred and eleven, and twentieth Victoria, chapter eleven, are hereby declared to mean the Village of Fraserville, in the Parish of La Rivière-du-Loup.

Public Act.

XII. This Act shall be deemed a Public Act.



ANNO VICESIMO-SECUNDO
VICTORIÆ REGINÆ.

CAP. LIII.

An Act to authorize the Grand Trunk Railway Company of Canada to construct a Bridge over the River St. Clair at Sarnia:



[Assented to 24th July, 1858.]

WHEREAS the Grand Trunk Railway Company of Canada has petitioned for power to build a Railway Bridge over the River St. Clair, from a point in or near the town of Sarnia to some eligible point on the opposite shore, in the State of Michigan, to be called the "Union Railway Bridge," and it is expedient to grant the prayer of the said Petition: Therefore, Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows:

I. The said Company shall have full power and authority to purchase, acquire, take and hold such lands, lands covered with water, beaches and other property, as may be necessary for the purpose of constructing the said Bridge or for the convenient using of the same, and also for the construction of such Branch Railways as may be necessary to approach the said Bridge,—Provided such Branch Railways do not in any case exceed three miles for each of such Branches; And provided also, that the sanction of the Governor in Council be obtained in regard to any Public Property required for such purposes, before the same be acquired by the Company.

II. The said Company shall not commence the said Bridge or any work thereunto appertaining, until they shall have submitted to the Governor in Council, plans of the said Bridge and of all the intended works thereunto appertaining, nor until such plans and the site of the said Bridge shall have been approved by the Governor in Council, and such conditions as he shall have thought fit for the public good to impose touching the said Bridge and Works, shall have been complied with;

nor shall any such plan be altered or any deviation therefrom allowed, except by the permission of the Governor in Council, and upon such conditions as he shall impose: Provided always, that in the construction of the said Bridge, the said Company shall not cause any obstruction in, or in any way impede the free navigation of the River St. Clair.

III. It shall be lawful for any Railway Company whose Railway comes to the said town of Sarnia, with the consent of the Directors of the Grand Trunk Railway Company of Canada, to connect such Railway with the said Bridge, or with some Branch Railway leading to the said Bridge, and to cause their engines and carriages to pass with their freight and passengers over and along the said Bridge and Branch Railway or either of them, and to discharge and receive passengers and freight at any Station or Depôt of the Company constructing the said Bridge, and for the said last mentioned Company to allow the Company first mentioned so to do, upon such terms and conditions as the Directors of the two Companies shall agree upon, and if the gauge of the Railways of the two Companies be different, then the Company constructing the said Bridge may (notwithstanding any clause fixing the gauge of their Railway) so arrange the lines of Rails thereon, and upon the Branch Line leading thereto from the Railway of the other Company, as that the engines and carriages of such other Company may easily pass over the said Bridge, and along the said Branch, and into and out of any such Station or Depôt as aforesaid; and the terms and conditions to be so agreed upon may extend to the payment by the other Company to the Grand Trunk Railway Company of Canada, of a fixed sum once for all, or of an annual sum, or of sums payable from time to time and proportioned to the number of carriages or passengers or the quantity of freight conveyed over the said Bridge, and the services performed or accommodation afforded in respect thereof for such other Company: Provided always, that it shall also be lawful for the Directors of the Grand Trunk Railway Company of Canada, to agree with the Directors of such other Company as aforesaid, that either Company shall receive and convey for the other, passengers and freight between the said Bridge and any Station or Depôt of either Company, and in the carriages of either Company, or shall perform any other service for the other Company, upon such terms and conditions as the Directors of the two Companies shall agree upon; and any agreement made by the Directors of any two Companies under this section shall be binding upon such Companies during the time for which it shall be made, but it shall not be compulsory on the Directors of any Company to make or renew any agreement under this section.

IV. It shall be lawful for the Directors of the Grand Trunk Railway Company of Canada, to increase the Capital Stock of the said Company, by such sum not exceeding the sum of Two Hundred and Fifty Thousand Pounds sterling, as may be requisite for constructing the Bridge and Works hereby authorised, or for enabling them to carry this Act into effect; and such increase may be made either by subscriptions for new stock by the then Shareholders of the Company; or by the admission of new subscribers, or in both ways; and the shares of such additional Stock shall be each of the same

amount as the shares of the other Stock of the said Company, and all the provisions of the Act incorporating the said Company shall apply to such additional shares, and to the subscribers therefor or holders thereof, in so far as may not be inconsistent with the express provisions of this Act; or it shall be lawful for the said Directors to raise the said sum partly by such increase of the Capital Stock of the Company as aforesaid, and partly by loan, and for that purpose to issue Debentures of the said Company, to which all the provisions of the Act incorporating the said Company shall apply, as to the Debentures issued under the authority thereof: And it shall be lawful for the Directors of any other Railway Company, on behalf thereof, to subscribe for and hold shares of such additional Stock as aforesaid of the Grand Trunk Railway Company of Canada, and to authorize any person or persons to vote upon such Stock at meetings of the Shareholders of such last named Company, appointing one such person for every hundred shares held by such other Company, and one for any broken number of shares so held less than a hundred; and it shall also be lawful for the Directors of such other Company to lend money to the Grand Trunk Railway Company of Canada, or to guarantee the payment of the principal or interest or both of any Debentures to be issued under this Act by such last mentioned Company, and to construct any Branch Railway or other work which may be necessary for conveniently connecting the Railway of such other Company with the said Bridge, or for enabling such other Company fully to avail itself of the provisions of this Act, and to increase the Capital Stock of such other Company by such sum as may be necessary to defray the cost of any such work, or to pay any sum which shall become payable by such Company under the provisions of this Act, and such increase may be made either by subscription for new Stock by the then Shareholders of such Company, or by admission of new subscribers, or in both ways, or it shall be lawful for the Directors of such Company to raise such sum partly by such additional Stock and partly by loan, and for that purpose to issue Debentures of such Company; and to all such Branch Railways and other works to be constructed under this Section by any Company other than the Grand Trunk Railway Company of Canada, and to all shares of the additional Stock of such Company authorized by this Section, and to the subscribers for and holders thereof, and to all Debentures to be issued by such Company, and other the things to be done by or on behalf of the said Company under this Section, the provisions of the Act incorporating such Company, as amended by any subsequent Act, shall apply in so far as they may not be inconsistent with this Act.

V. The Guarantee of this Province shall not be extended to any Loan or Debenture to be raised or issued under the authority of this Act or in respect of the said Bridge or any work to be constructed under this Act; and neither the privilege and prior claim of Her Majesty on behalf of this Province by reason of the Guarantee of the Province granted or to be granted to the Grand Trunk Railway Company of Canada, or to any other Railway Company, or any general hypothec or mortgage given by the said Grand Trunk Railway Company of Canada or by any other Railway Company, before the passing

of this Act, shall extend to the said Bridge or to any work constructed solely under the authority of this Act, or to the tolls and profits to be derived therefrom, but the same, and the shares held by any other Company in the Stock of the Company constructing the said Bridge, may be separately hypothecated, mortgaged or pledged, and the claim of Her Majesty on behalf of this Province and any such general hypothec or mortgage as aforesaid, shall rank after any special hypothec, mortgage or pledge to be given upon the said Bridge or works or any of them, for securing any sum of money raised or borrowed for the purpose of constructing the said Bridge or any such work as aforesaid.

VI. The Grand Trunk Railway Company of Canada shall commence the Bridge mentioned in this Act, within three years from the passing of this Act, and complete the same for the passage of Railway Carriages and Engines within six years from the same time, otherwise the privileges granted to them by this Act shall cease and determine.

VII. This Act shall be deemed a Public Act.

An Act to remove doubts as to the validity of By-law number three hundred and nine of the Corporation of the City of Toronto, and of certain Debentures issued thereunder.

WHEREAS by petition of Thomas Galt, Esquire, of the city of Toronto, it is stated that the Petitioner was the holder of Debentures of the City of Toronto to the amount of one hundred thousand pounds:—that under the provisions of Chapter seventy-one of the Statutes passed in the twenty-second year of Her Majesty's Reign, the Petitioner entered into an agreement with the said City for the redemption and exchange of the said Debentures—by which the City was to deliver to the Petitioner in exchange for certain of the said Debentures, amounting to fifty-seven thousand four hundred and twenty-six pounds provincial currency, certain other Debentures of the city, amounting to forty-seven thousand two hundred pounds sterling; that under such agreement the Corporation of the said City passed a By-law number three hundred and nine, providing for the issue of Debenture to the amount of forty-seven thousand two hundred pounds sterling, for the purpose of delivering the same to the petitioner as aforesaid; that the petitioner has been advised it is doubtful whether the Debentures which have been so issued are legal and binding on the City, and therefore he prays an Act may be passed declaring the said By-law to be valid, and that any Debentures issued thereunder are legal and binding on the City:

And whereas it is represented that the cause of the doubts of the validity of the said Debentures and By-law is that no sinking fund or any rate therefor is provided for in the said By-law; and whereas it is desirable to extend the relief prayed for to the petitioner: Therefore, Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows:

I. The said By-law and Debentures shall be and are hereby declared to be valid to and for all intents and purposes whatsoever.

II. This Act shall be deemed a Public Act.

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