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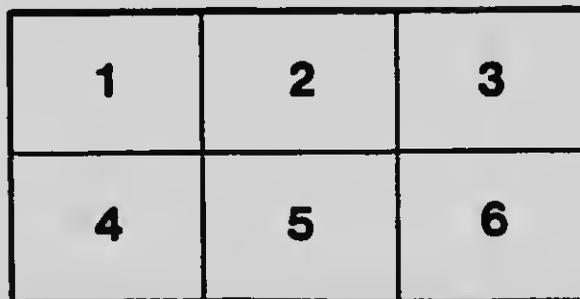
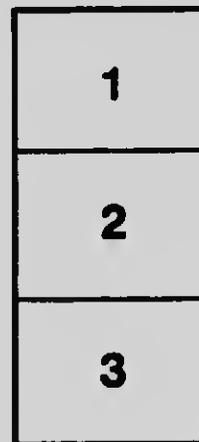
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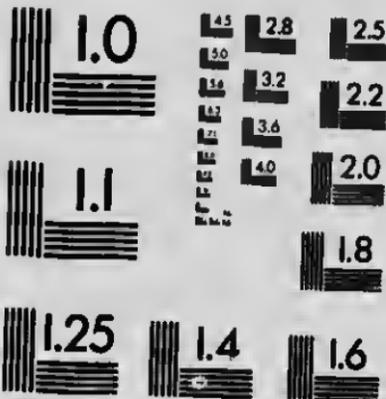
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STATUTES, AGREEMENTS AND
BY-LAWS

NOW IN FORCE RELATING TO

The London and Port
Stanley Railway

AND

The London and South-Eastern
Railway

COMPILED AND PRINTED BY DIRECTION OF THE L. & P. S. R. BOARD
IN NINETEEN HUNDRED AND EIGHT

LONDON, ONT.
Advertiser Printing Co.
1908

175012

CHAP. CXXXIII.

AN ACT TO INCORPORATE THE LONDON AND
PORT STANLEY RAILWAY COMPANY.

(Assented to 23rd May, 1853)

Certain persons incorporated.

WHEREAS it is highly desirable that a railway should be made from some point on the Great Western Railway at or near the Town of London, to Port Stanley, and the persons hereinafter mentioned have petitioned to be incorporated for that purpose;

1. 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 M. Anderson, G. W. Boggs, W. D. Hale, G. R. Williams, Robt. Thomson, Wm. H. Bigman, J. M. Batt, Boyce Thomson, Lawrence Lawrason, Lionel Ridout, S. S. Pomroy, E. Jones Parke, E. Leonard, Wm. Smith, S. Morrill, Freeman Talbot, Ellis W. Hyman, Thos. C. Dixon, Alexander Anderson, Thos. Carling, Edward Adams, Samuel Peters, John K. Labatt, Wm. Barker, Daniel Harvey, Murdoch McKenzie, Crowell Willson and Cyrenus D. Hall, together with such other person or persons as shall under the provisions of this Act become subscribers to or proprietors of any share or shares in the Railway hereby authorized to be made, and their several and respective heirs, executors and administrators, enutors, or assigns, being proprietors of any share or shares in the said Railway, shall be and are hereby united into a Company for constructing, maintaining and working

Preamble.

- the said railway, according to the rules, orders and directions of this Act, and shall for that purpose be one body corporate and politic by the name and style of The London and Port Stanley Railway Company, 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 London and Port Stanley Railway, from such point on the Great Western Railway at or near the Town of London, as shall be found most convenient and advantageous for the intersection thereof, to Port Stanley on Lake Erie, the said line being first approved by the Governor-in-Council.
- 2.** And be it enacted, That the gauge of the said railway shall be five feet six inches.
- 3.** 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 making and completing 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 always, that the parties hereinbefore named, or a majority of them shall cause books of subscription to be opened in the Town of London, and Village of Port Stanley and elsewhere as they may from time to time appoint, until the first meeting of shareholders 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 such newspapers as they or a majority of them think proper 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 shall write his or her signature in such book as a subscriber to the said undertaking, shall thereby become a member of the said company, 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 company.
- 4.** And be it enacted, That the sum to be raised or subscribed shall constitute the capital stock of the said company,

Corporate name and general powers

Line of railway.

Gauge.

Company may raise the requisite capital.

Books of subscription to be opened.

Notice.

Rights and liabilities of subscribers.

Amount of capital.

and shall not exceed in the whole the sum of one hundred and fifty thousand pounds; and the money to be raised and subscribed is hereby directed and appointed to be laid out and applied in the first place, for paying and discharging all fees and disbursements for obtaining and passing this Act, and for making the plans, surveys 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 whatever.

Application
of capital.

5. And be it enacted, That the said capital stock of the said company shall be divided into shares of twenty-five pounds currency each, and each holder of or subscriber for any share or shares shall have a part of all the profits of the said undertaking proportionate to the number of shares he shall hold or have subscribed for, and shall pay a part of the expenses incurred in carrying this Act into effect, proportionate to the number of shares he shall hold or have subscribed for.

shares, of
£25 each.

6. And be it enacted, That it shall and may be lawful for the directors at any time to call upon the shareholders for such sum or sums of money as they may require upon each and every share which the shareholders may subscribe for, payable by such instalments and at such times, and in such proportion as the directors of the said company may see fit; Provided that no such instalment shall exceed ten per cent. of the capital stock so subscribed; And provided also that no second or other instalment shall be called for within three months of the date of the next previous call.

Directors
may call in
instalments.

Proviso.

Proviso.

7. And be it enacted, That the first general meeting of the subscribers to the said undertaking, shall be held at the Town of London, whenever twelve hundred shares in the capital stock of the said company shall have been bona fide subscribed for, and ten per cent. paid thereon as hereinafter provided, and at such meeting nine persons, being each a subscriber for at least six shares, who shall have paid ten per cent. thereon, shall be chosen directors, five of whom shall form a quorum, to hold their office until the first annual meeting of the shareholders, and due notice shall be given of the time and place of such first meeting, by the persons hereinafter appointed, in the manner provided for with regard to the notice to be given by them touching the books of subscription.

First general
meeting and
election of
Directors.

Notice.

Annual
general
meetings.

8. And be it enacted, That the annual meetings of the shareholders of the company shall be held at the place and on the day in each year to be fixed by the by-laws of the said company, by which also the mode of calling special meetings of the shareholders shall be fixed, and all other matters and things relative to the manner of conducting and managing the business and affairs of the said company, for which no special provision is made by this Act; but no such by-law shall be inconsistent with the provisions of this Act or with the laws of this Province.

Proviso.

Certain
provisions
of acts re-
lative to the
Great West-
ern Railway
Company,
incorporated
with this
Act.

9. And be it enacted, That all the provisions of the Act of the Parliament of Upper Canada, passed in the fourth year of the reign of His late Majesty King William the Fourth, and intituled, An Act to incorporate the London and Gore Railroad Company, and the Acts of the Parliament of this Province re-
viving, extending or amending the same, or relating to the company thereby incorporated, and since called The Great Western Railway Company, which shall be in force at the time of the passing of this Act, (whether passed during the present or any former Session of the Provincial Parliament), and which shall not be inconsistent with this Act or provide for matters provided for by this Act, shall be and are hereby incorporated with this Act, and shall extend and apply to the company hereby constituted, and the railway which they are empowered to make, as fully and effectually as if the said provisions were herein repeated and re-enacted with respect to the said company and to the said railway: and all the provisions of the said Acts which are so incorporated with this Act, shall be intended and included by the expression "this Act," whenever it is used herein.

Words "this
Act,"
interpreted.

Power to
borrow
money, etc.

10. And be it enacted, That the said company shall have the power and authority to borrow money, from time to time, for making, completing, maintaining and working their said railway, as they may think advisable, and to pledge the lands, tolls, revenues, and other property of the company for the due payment thereof.

Navigation
of rivers,
etc., not to
be impeded.

11. And be it enacted, That in the construction of the said London and Port Stanley Railway, the directors thereof or their agents shall not by the erection of any bridge or other-

wise obstruct or impede the navigation of any river, brook, or stream of water, over or alongside of which it may be necessary to construct the said railway.

12. And be it enacted, That it shall be lawful for the directors (if authorized by any general meeting of the shareholders, to be called for that purpose) or a majority thereof, to enter into or make any arrangement with the Directors of the Great Western Railway Company, or any other railway company, now or hereafter to be chartered in any part of this Province, for the union, junction, and amalgamation of the said London and Port Stanley Railway Company, with such other railway company, or for the purchase by the one company of the railway of the other, as may be by mutual agreement decided upon between such companies aforesaid.

Provision for union with Great Western Railway Company.

13. And be it enacted, That the Directors of the Great Western Railway Company shall have and are hereby invested with full power and authority at any time hereafter, to enter into any agreement with the said London and Port Stanley Railway Company, as provided by the next preceding Section of this Act, and by by-law or by-laws to that effect, to incorporate the capital stock of the said London and Port Stanley Railway Company, with the capital stock of the said Great Western Railway Company on equal terms with the capital stock of the said Great Western Railway Company, and from thenceforth the same shall be one and the same stock, and the said London and Port Stanley Railway shall become part and parcel of the Great Western Railway, as if originally constructed by the said Great Western Railway Company, and subject to all the regulations of the said company, in the same manner as other portions of the line of the said Great Western Railway, and the capital of the Great Western Railway Company shall be increased accordingly, and from the date of such amalgamation of the said capital stock and line of railway of the said London and Port Stanley Railway Company, with the said Great Western Railway Company, so much of this Act as may be inconsistent with such amalgamation shall cease and determine, but any provisions thereof not so inconsistent shall remain in force, and shall apply to the line of railway hereby authorized, and to the Great Western Railway Company, and the directors, officers, and agents thereof.

Great Western Railway Company may unite the said Railway with theirs.

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

CHAP. LXXX.

AN ACT TO VEST CERTAIN PORTIONS OF BATHURST STREET, IN THE CITY OF LONDON, IN THE LONDON AND PORT STANLEY RAILWAY COMPANY, AND TO FACILITATE THE SAID COMPANY IN THE DISPOSAL OF CERTIAN OF THEIR REAL ESTATE.

(Assented to 7th August, 1853)

Preamble.
16 Vic. 229.

WHEREAS by an Act passed in the sixteenth year of Her Majesty's reign, chapter two hundred and twenty-nine, portions of certain streets in the City of London, were vested in the Great Western Railway Company, in accordance with the petition of the then Town Council of the said city, for the reduction of the width thereof: And whereas the London and Port Stanley Railway Company have petitioned for permission to enclose and hold so much of Bathurst street lying between Waterloo and Burwell streets, and adjoining their depot grounds in the said city, as would render Bathurst street aforesaid of one uniform width, and it is expedient to grant their prayer: Therefore, Her Majesty, hy and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows:

The Com-
pany may
enclose a
certain por-
tion of
Bathurst St.

1. It shall be lawful for the London and Port Stanley Railway Company to enclose and hold thirty-three feet more or less, or so much of the north side of Bathurst street in the City of London, as will render the width of that portion of the said street which now adjoins the depot grounds of the said railway company, equal to and uniform with that of those parts of the said street lying west of Burwell street and east of Waterloo street, in the said city; and the said land so enclosed shall be vested in the London and Port Stanley Railway Company for ever; Provided always, that the portion of Bathurst street aforesaid, in front of lots eleven and twelve,

Proviso.

shall not be so enclosed, held and vested, until the said company carry out their bargain subsisting with Elijah Leonard, for the purchase of parts of lots eleven and twelve; Provided Proviso. always, that in case the said thirty-three feet of land shall cease to be used for railway purposes, the said land shall revert to the Corporation of the City of London, as a public highway.

2. And whereas the London and Port Stanley Railway Recital. Company now hold and possess divers tracts and lots of land, situate in the said City of London and in the Town of St. Thomas, in the County of Elgin, purchased by the said company originally for the construction, maintenance and use of their railway, but which are no longer productive of any immediate benefit or profit. And whereas the said lands have, with the other real property of the said company, been mortgaged by the said company for the benefit of their railway, and the company are therefore unable to depart therewith, but are compelled to retain the same to their great loss and detriment: And whereas, having obtained the consent of a large proportion of the bondholders of the said company for that purpose, they have prayed that they may be authorized to dispose of and sell the said lands in the City of London, and in the Town of St. Thomas, above referred to, with the view of devoting the proceeds either in liquidation of the liabilities of the said company or in improving the permanent way of their said railway, and it is expedient, and for the interests of the said company and of the bondholders thereof, that such power should be granted them: Therefore, the said company shall Company may alienate certain lands for which they have no further use. have full power and authority, and they are hereby authorized to alienate, sell and dispose of all lots and parcels of land; the property of the said company, and situate, lying and being in the City of London and Town of St. Thomas aforesaid, and not now occupied or used by the said company for the purpose of their said railway, or for any other purposes of the said company; and the proceeds of such sale or sales shall be Application of proceeds. appropriated either towards the payment of the privileged debts of the said company or to the improvement of the permanent way of their railway, as the directors of the said company, for the time being, may deem most expedient; any law or usage to the contrary notwithstanding.

3. This Act shall be deemed a Public Act.

Public Act.

CHAP. CXX.

AN ACT TO ENABLE MUNICIPALITIES HOLDING STOCK IN THE LONDON AND PORT STANLEY RAILWAY COMPANY TO HAVE INCREASED REPRESENTATION IN THE DIRECTION OF THE SAID COMPANY.

(Assented to 16th August, 1853)

This Statute provides that Municipalities holding stock in said company should be represented in the direction of same in proportion to the amount of the stock held.

The Statute is now obsolete.

CHAP. XCI.

AN ACT TO ALTER AND AMEND THE ACT TWENTY-
SECOND VICTORIA, CHAPTER EIGHTY, RE-
LATING TO THE LONDON AND PORT STANLEY
RAILWAY COMPANY.

(Assented to 4th May, 1859)

WHEREAS by an Act passed in the twenty-second year Preamble.
of Her Majesty's reign, chapter eighty, intituled, An
Act to vest certain portions of Bathurst street, in the City of 22 Vic. 80.
London, in the London and Port Stanley Railway Company,
and to facilitate the said company in the disposal of certain of
their real estate, power is granted to the said company,
amongst other things, to sell and dispose of all lots and parcels
of lands lying and being in the City of London and Town of
St. Thomas, and not then used or occupied by the said com-
pany for the purposes of the said railway, or any other pur-
poses of the said company, and doubts have arisen as to whe-
ther the said company have power under the said Act to sell
the said lands and to convey the same free and discharged
from all incumbrances, and it is expedient to remove the said
doubts; Therefore Her Majesty, by and with the advice and
consent of the Legislative Council and Assembly of Canada,
enacts as follows:

1. It shall be lawful for the London and Port Stanley Rail-
way Company, and the said company shall have full power and
authority, and they are hereby authorized to sell and dispose
of all lots and parcels of land the property of the said company
and situate and lying in the City of London and Town of St.
Thomas aforesaid, and not now used or occupied by the said
company for the purposes of their said railway, or for any
other purposes of the said company, in such blocks or parcels,

Company
may sell
certain
lands, freed
from all in-
cumbrances.

How the proceeds shall be disposed of, etc.

either for cash or upon such terms of payment as may be deemed most advantageous, and to grant to the purchaser or purchasers good and sufficient deeds in the law under their corporate seal, freed and discharged from all incumbrances of every description whatever; and the proceeds of such sale or sales shall be appropriated first in payment of the amount due by the said company to landowners for right of way; and, if anything shall remain after paying such claims, then either towards the payment of the privileged debt of the said company or to the improvement of the permanent way of their railway, as the directors of the said company for the time being may deem most expedient; but no purchaser or purchasers of the said land shall be bound to see to the due application of the proceeds of such sales, any law or usage to the contrary notwithstanding.

Provision if the lands are sold on credit.

2. In case it shall be deemed expedient for the said company to sell the said lands or any part thereof upon credit, then it shall be lawful and full power and authority are hereby granted to the said company, to grant conveyances in manner aforesaid, and to take back from such purchaser or purchasers security by way of mortgage upon the said lands for the whole or such portion of the purchase money as may by the terms of sale be agreed upon; and it shall also be lawful for the said company, if deemed most advisable, to sell the said mortgages and appropriate the proceeds thereof to the purposes hereinbefore mentioned.

Public Act.

3. This Act shall be deemed a Public Act.

CHAP. LIX.

AN ACT TO GRANT FURTHER POWERS TO THE
LONDON AND PORT STANLEY RAILWAY
COMPANY.

(Assented to 9th June, 1862)

WHEREAS the London and Port Stanley Railway Com- Preamble.
pany have, by their petition, represented that owing
to the uncertainty and irregularity of the communication which
now exist between Port Stanley, the terminus of their railway,
and the various ports on Lakes Erie and Ontario, they are de-
prived of much of that business and traffic, which, if regular
communication was maintained with the said ports, they
would undoubtedly obtain to their great profit and advantage,
and have prayed to be permitted to acquire or charter steam-
boats and other vessels to ply in connection with their railway;
Therefore, Her Majesty, by and with the advice and consent
of the Legislative Council and Assembly of Canada, enacts as
follows:

1. The London and Port Stanley Railway Company are Company
may own or
employ ves-
sels on
Lakes Erie
and Ontario.
hereby empowered to construct, purchase, own, charter, or
employ, at the cost and charges of the said company, or jointly
with any other person or companies, one or more steamers
or sailing vessels, to ply for the transport of passengers and
freight between the terminus of their railway and any other
port or ports on the navigable waters of Lakes Erie and On-
tario, and to fix, impose and collect tolls and charges for the
transport of such passengers and freight in such vessels, in
the same manner as they may impose and collect tolls on their
railway.

2. This Act shall be deemed a Public Act.

Public Act.

Ninety-Nine Year Lease.

THIS Indenture made on the twenty-fifth day of April, one thousand eight hundred and seventy.

Parties.

Between the Great Western Railway Company of Canada (hereinafter called the "Great Western") of the First Part, and the London and Port Stanley Railway Company (hereinafter called the "Port Stanley Company") of the Second Part.

For the convenient management of the business of the above named railway companies at the City of London, they have agreed upon certain arrangements for a period of ninety-nine years, the definite terms whereof these presents witness:

Use of G. W. R. station.

1. The Port Stanley Company shall have the right of running its passenger trains, which shall run between London, Port Stanley and intermediate points on the said line of railway into the passenger station of the Great Western at the City of London.

Connect at Waterloo St.

2. Such train connection shall join the Great Western Railway main track at Waterloo street, and be subject to the running arrangements of the Great Western trains, shall thence pass to and return from the passenger station of the Great Western at all times, which may be necessary for the Port Stanley Company and convenient to the Great Western without charge being made for such right by the Great Western, and in no case shall there be any avoidable delay on the part of the Great Western.

Free of charge.

Use of waiting-rooms, platform, etc.

3. At the said passenger station and without charge by the Great Western for such services, the passengers of the Port Stanley Company shall have the use of the waiting, baggage and refreshment rooms, closets, etc., in the manner and to the extent the Great Western shall accord to the passengers traveling by its lines of railway, and the ticket clerk of the Great Western Railway shall sell tickets on behalf of the Port Stanley Company and report to that company in accordance with

its ordinary forms for that purpose, and shall remit to it daily, or oftener if required, and that the baggage master of the Great Western shall take charge, check and attend to the baggage of all passengers travelling by the Port Stanley Company's line same as to the passengers of the Great Western.

Checking of
baggage.

4. The Port Stanley Company's agent shall attend at the office of the said ticket clerk to receive the moneys collected by him daily, or oftener, but the Great Western is not to be responsible to the Port Stanley Company for the moneys received by the ticket clerk, or for the faithful discharge of his services to the Port Stanley Company.

Sale of
tickets.

5. As an additional consideration to the London and Port Stanley Railway Company, and to facilitate its freight business, the Great Western Railway Company will, without expense to the London and Port Stanley Railway Company, switch coal from Cleveland or Erie and any other freight from points not actually in direct competition with the Great Western Railway that has come in London and Port Stanley freight cars from Port Stanley from that company's north track to any of the tracks in the Great Western Company's London freight yard where freight is ordinarily handled, but not to private or the Railway Company's warehouses, nor to special or private works or oil tracks, unless under special arrangements to be made from time to time by and between the two railroad companies or their superintendents, the idea being to put the London and Port Stanley Railway upon the same footing, both as to receiving and switching freight named above to and from these tracks, not private warehouses, as it treats its own customers, and to put upon a fair and equitable footing in getting their freight cars handled in as good shape as before this arrangement was made. Freight from London yard will also be handled under the same arrangement.

Switching
of freight
cars.

Not to
private or
Railway
Company's
warehouses.

The broad gauge to be maintained by the Great Western Railway Company in the London yard to enable the requirements of this lease to be fulfilled.

Gauge.

The Great Western Railway Company shall also relay, at its expense, the present north side track of the London and Port Stanley Railway, between Waterloo and Colborne streets, with its own iron, and should the Grand Trunk Railway require to use this track to come onto the Great Western Rail-

Relaying
north track
of L. and
P. S. Ry.

May be
used by G.
T. Ry.

way Company's track, the Grand Trunk Railway will be allowed to do so without charge by the London and Port Stanley Railway and under arrangements that may be made by the Great Western Railway Company, not interfering with the ordinary business of the London and Port Stanley Railway Company.

Consideration.

Erection of
workshops.

99 years' use
of 500x110
feet east
Waterloo
and N.
Rathurst.

6. In consideration of the rights and advantages hereinbefore contained, the Port Stanley Company doth lease and demise unto the Great Western that portion of the property of the Port Stanley Company in the City of London, as shown on the plan hereunto attached for the purpose of erecting workshops thereon, extending from the east side of Waterloo street easterly 500 feet and having a width of 110 feet for the full period of ninety-nine years, to be computed from the day of the date hereof, yielding and paying to the Port Stanley Company the sum of one dollar in each year upon the 25th day of April. And should the Great Western cease at any time to use the block of land demised for the purpose it was granted, viz., to build and maintain workshops thereon, this agreement shall become null and void and the said block of land revert to the Port Stanley Company.

G. W. R.
may use L.
and P. S.
R. tracks in
the erection
of its build-
ings, etc.

7. And for the purpose of access to the above demised parcel of land, the Port Stanley Company doth further grant to the Great Western for the said term or period of ninety-nine years, commencing and ending aforesaid, the right in its station grounds in the City of London to use any of its railway tracks (or to remove or alter the position of the existing railway tracks when required for the erection of the new buildings and for the tracks leading to the same) east to Burwell street, and also to lay down railway tracks upon the lands of the Port Stanley Company on the southeast corner of Waterloo street as far eastward as Burwell street for the more convenient access to the said demised parcel of land. The tracks to be laid by the Great Western shall be maintained at the expense of the Great Western, which company shall have power to take up the same or again lay them down, as may be deemed desirable. Any tracks so laid down by the Great Western on the property of the Port Stanley Company shall be available at all times for the use of both parties.

Which may
be used by
both parties.

8. From and off the parcel of land hereby demised, the Port Stanley Company shall forthwith remove all buildings, but if any portion of said buildings is not required by the Port Stanley Company, and the Great Western Company can use them, that Company will purchase and pay for the same at a valuation.

Buildings
on demised
premises.

9. If at any time during the period of the said term of ninety-nine years the Port Stanley Company shall desire the Great Western to do the freight business of the Port Stanley Company in the City of London, by which is meant the forwarding, booking and receiving all freight which is sent over its line of railway to and from the City of London, the Great Western is hereby bound to discharge said services at such rate as shall cover the cost of such services, and such cost not to exceed fifteen cents per ton while the present prices of wages and materials prevail, but subject to revision if such prices should change, but the amount to be charged for such services shall never exceed the actual cost.

Re-booking,
etc., of
freight of
T. and P. G.
R. by O. W.
R. Co.

Cost of.

10. If the Port Stanley Company shall act upon the terms of the Ninth article of this Indenture, then as part of the consideration to the Great Western for such services, and the advantage to the Port Stanley Company of the use of the Great Western freight depot, freight office, tracks, platform, trucks, lights, clerkage, pasturage, the Port Stanley Company shall place the Great Western in possession of the whole of the lot or parcel of land lying between Waterloo street and Colborne street, which has not been demised by these presents, and doth hereby agree to demise the same to the Great Western for the residue of the unexpired term of ninety-nine years, created by the Eighth Article of this Indenture.

Additional
considera-
tion if 9th
paragraph is
acted upon.

11. If at any time the Port Stanley Company shall desire to alienate or part possession with the lot or parcel of land described in the Tenth or last preceding Article, that company is bound to offer the same to the Great Western at a fair valuation.

In alienation
of land
referred to
in 10th
paragraph.

IN WITNESS WHEREOF the said Great Western and Attest.

LONDON AND PORT STANLEY RAILWAY.

Port Stanley Companies have hereunto affixed their corporate seals the day and year above written.

Witness to the execution by the
Great Western Railway Com- } (Sgd.) D. McINNES,
pany of Canada. } Director (L. S.)

(Sgd.) M. ANDERSON,
President L. & P. S. R. Co. (L. S.)

(Sgd.) JOSEPH PRICE,
Secretary Canada Board.

CHAP. LI.

AN ACT TO AMEND AN INDENTURE MADE BETWEEN THE LONDON AND PORT STANLEY RAILWAY COMPANY AND THE GREAT WESTERN RAILWAY COMPANY.

(Assented to 24th March, 1874)

This is an Act to amend and confirm as amended the Lease of the L. & P. S. Ry. to the G. W. Ry. Company, bearing date the 1st day of September, A. D. 1872. The term of the lease was twenty years.

The Statute is now obsolete.

CHAP. LIII.

AN ACT RESPECTING THE DEBENTURE DEBT OF
THE LONDON AND PORT STANLEY
RAILWAY COMPANY.

(Assented to 10th March, 1882)

Preamble.

WHEREAS the Corporation of the City of London is the holder of first mortgage bonds of the London and Port Stanley Railway Company, hereinafter called the company, to the amount of two hundred and seventy-five thousand four hundred and fifty-three dollars, exclusive of interest, and of second mortgage bonds of the company to the amount of one hundred and twenty thousand dollars, exclusive of interest; and the Corporation of the City of St. Thomas is the holder of first mortgage bonds of the company to the amount of thirty-two thousand dollars, exclusive of interest, and the said first and second mortgage bonds represent the whole of the indebtedness of the company, secured by mortgage on its lands, tolls, revenue and property; and whereas it has been agreed between the company and the said two corporations that the said first and second mortgage bonds shall be called in, and that the same shall be replaced by the mortgage bonds or debentures of the company, as hereinafter provided; and whereas the company has presented its petition praying for the passing of an Act to carry into effect the said agreement, and it is expedient to grant the prayer of such petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

Company to
issue and
deliver to
Corporations
of London

1. The Company, shall on or before the first day of January next, issue and deliver to the Corporation of the City of London mortgage bonds or debentures of the Company to the

amount of three hundred and twenty-seven thousand, six hundred and forty-nine dollars, payable in ten years from the thirty-first day of August next, together with interest at the rate of six per centum per annum, payable half-yearly from the first day of March, one thousand eight hundred and eighty-two, and shall also, on or before the said first day of January next, issue and deliver to the Corporation of the said City of St. Thomas mortgage bonds or debentures of the Company to the amount of thirty-eight thousand two hundred and ninety-six dollars, payable in manner aforesaid, with interest at the rate and payable also in manner aforesaid, and the said mortgage bonds or debentures shall be called first mortgage bonds.

2. The Company shall also, on or before the said first day of January next, issue and deliver to the Corporation of the City of London mortgage bonds or debentures of the Company to the amount of one hundred and sixty-four thousand four hundred dollars, payable in ten years from the thirty-first day of August next, together with interest at the rate of six per centum per annum, payable half-yearly from the first day of March, one thousand eight hundred and eighty-two, and the said last mentioned mortgage bonds or debentures shall be called second mortgage bonds.

3. The Company shall also, on or before the said first day of January next, issue and deliver to the Corporation of the City of London mortgage bonds or debentures of the Company to the amount of one hundred and thirty-nine thousand three hundred and twenty-nine dollars, payable in ten years from the thirty-first day of August next, together with interest at the rate of six per centum per annum, payable half-yearly from the first day of March, one thousand eight hundred and eighty-two, and shall also, on or before the said first day of January next, issue and deliver to the Corporation of the City of St. Thomas the mortgage bonds or debentures of the Company to the amount of ten thousand six hundred and thirty-seven dollars, payable in manner aforesaid, with interest at the rate and payable also in the manner aforesaid, and the said mortgage bonds or debentures in this section mentioned shall be called third mortgage bonds.

4. The Corporation of the City of London and the Corporation of the City of St. Thomas shall respectively accept and

Corporations of London and St. Thomas to receive said bonds in satisfaction of claims on the bonds mentioned in preamble.

receive the mortgage bonds or debentures in the three preceding sections mentioned, in full satisfaction and discharge of the first and second mortgage bonds mentioned in the preamble to this act, and of all interest thereon, and all judgments recovered against the company in respect thereof, and shall upon receipt of the mortgage bonds or debentures to be issued and delivered to them respectively as aforesaid, cancel and deliver up to the Company the said first and second mortgage bonds now held by them respectively, as aforesaid, and all other mortgage bonds of the company now held by them respectively, and thereupon the two indentures of mortgage respectively made by the company on the first day of February, one thousand eight hundred and fifty-five, and the seventeenth day of December, one thousand eight hundred and fifty-six, conveying to Edward Adams and Lionel Ridout, their heirs, executors, administrators and assigns, the lands, tolls, revenues and other property of the Company for securing payment by the Company's first and second mortgage bonds respectively, shall be and become vacated and discharged, and notwithstanding anything in such mortgages contained, the Company shall stand possessed of its original estate in the mortgaged premises.

Bonds to be a charge on the undertaking.

5. The said mortgage bonds or debentures by this Act authorized shall, without any formal conveyance and without any registration, be a charge and claim upon the lands, tolls, revenues and other property of the Company now owned or possessed, or which may hereafter be owned or possessed by it, and the said first mortgage bonds or debentures shall be the first and preferential charge and claim thereon; and the said second mortgage bonds or debentures shall be the next charge and claim thereon, after the said first mortgage bonds or debentures, and the said third mortgage bonds or debentures shall be the third charge and claim thereon.

Holders of bonds to be mortgagees pro rata with other holders of same class.

6. Each holder of the bonds of any of the said classes shall be deemed to be a mortgagee and incumbrancer pro rata with all the other holders of the bonds of the same class upon the lands, tolls, revenues and other property of the Company aforesaid.

7. The Company shall not borrow any further sum on the security of its lands, rents, tolls and other property, or any or either of them, or any part thereof, until the mortgage bonds or debentures authorized by this Act to be issued have been fully paid, together with all interest thereon.

Company not to borrow further sums until said bonds are paid.

8. Nothing herein contained shall affect the lease hearing date first day of September, one thousand eight hundred and seventy-two, from the Company to the Great Western Railway Company or any rights or obligations now existing, or which may hereafter arise thereunder or in consequence thereof, and nothing herein contained shall affect the rights of the Corporation of the City of London and of the City of St. Thomas, or either of them, or of their respective assigns, to receive the rents payable under the said lease to the extent to which they are now entitled to receive the same, and the said rents to the extent aforesaid shall continue to be paid in accordance with the provisions of the Act passed in the thirty-seventh year of Her Majesty's reign, intituled "An Act to amend an Indenture made between the London and Port Stanley Railway Company and the Great Western Railway Company," and shall be applied, when received, in payment of the said first mortgage bonds; and all the mortgage bonds or debentures by this Act authorized shall be and shall be expressed to be subject to the said lease to the Great Western Railway Company and to the agreement with the said Company bearing date the twenty-fifth day of April, one thousand eight hundred and seventy, mentioned in the twenty-ninth clause of the said lease.

Lease to Great Western Railway not affected.

9. The said in part recited Act shall not be affected by this Act.

37 Vic. cap. 51 not affected.

10. The Company shall not issue or allot any share of its capital stock in excess of the sum of four hundred and forty-one thousand and five hundred dollars, the amount of the stock already issued and allotted, until the whole of the said mortgage bonds or debentures shall have been paid off, together with interest thereon.

No allotment of stock in excess of present issue to be made until payment of bonds.

11. No union, junction or amalgamation of the Company with any other railway company, and no sale to any other railway company of the railway of the company, shall take place or be made without the consent of shareholders representing or owning at least two-thirds of the subscribed capital stock of the Company.

Consent of shareholders representing two-thirds of stock necessary to authorize union with other company.

Consent of
shareholders
representing
two-thirds of
stock re-
quired to
authorize
any lease
etc.

12. The powers of leasing or making traffic arrangements which are or may be conferred by the Railway Act, or by any other General Railway Act now or hereafter in force, shall not be exercised by the Company without the consent of shareholders representing or owning at least two-thirds of the subscribed capital stock of the Company.

CHAP. LXVII (Ontario)

An Act to confirm a certain agreement made between The Grand Trunk Railway Company of Canada, the Canada Southern Railway Company, and The London and Port Stanley Railway Company.

(Assented to 23rd March, 1888).

The agreement confirmed by this statute has been superseded by an agreement bearing date the first day of May, A.D., 1896, with the Lake Eric and Detroit River Railway Company.

The statute is now obsolete.

CHAP. LIX. (Canada)

This act was for the same purpose as that outlined above. It was assented to 4th May, 1888, and is likewise obsolete.

CHAP. XLIII.

AN ACT RESPECTING THE LONDON AND PORT
STANLEY RAILWAY COMPANY.

(Assented to 9th July, 1892).

Preamble.

WHEREAS the Corporation of the City of London has, by its petition, represented that it is the holder of first mortgage bonds or debentures of the London and Port Stanley Railway Company to the amount of three hundred and twenty-seven thousand six hundred and forty-nine dollars, of second mortgage bonds or debentures of the said Company to the amount of one hundred and sixty-four thousand four hundred dollars, and of third mortgage bonds or debentures of the said company to the amount of one hundred and thirty-nine thousand three hundred and twenty-nine dollars, and that the whole of the principal moneys of the said mortgage bonds or debentures remain unpaid, together with interest at the rate of six per cent per annum from the first day of March, one thousand eight hundred and eighty-two, on the principal sums or amounts of the said second and third mortgage bonds or debentures, all of which is in arrear, as well as a part of the interest of the said first mortgage bonds or debentures; that the Corporation of the City of St. Thomas is the holder of first mortgage bonds or debentures of the said Company to the amount of thirty eight thousand two hundred and ninety-six dollars, and of third mortgage bonds or debentures of the said company to the amount of ten thousand six hundred and thirty-seven dollars; that the mortgage bonds or debentures held by the said two corporations comprise the whole of the mortgage or bonded debt of the said Company and that the said mortgage or bonded debt exceeds in amount the value of the said railway and the assets of the said Company and that the said Corporation of the City of London is the owner of fifteen hundred

shares of the capital stock of the said Company, the whole amount of the capital stock being four thousand four hundred and fifteen shares; and whereas the said last mentioned corporation has also, by its petition, represented that it is expedient to provide for giving to the holders of the said mortgage bonds or debentures the rights hereinafter conferred upon them, and has prayed that the said railway may be declared to be a work for the general advantage of Canada; and it is expedient to grant the prayer of the said petition; Therefore, Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

1. The London and Port Stanley Railway is hereby declared to be a work for the general advantage of Canada. Declaratory.

2. At the next and at all subsequent general annual meetings, and at all other meetings of the London and Port Stanley Railway Company, hereinafter called "The Company," the holders of the mortgage bonds or debentures of the Company shall have and possess the same rights, privileges and qualifications for acting and voting as shareholders, and for being elected and acting as directors, as appertain to the shareholders of the Company, and each one hundred dollars of the amount of any mortgage bond or debenture shall be computed for such purpose as one share of capital stock of the Company, and shall, for the purposes of any leasing or traffic arrangements, or union, junction or amalgamation with any other railway company, be reckoned and computed as subscribed capital stock of the Company. Rights of bondholders.

3. The Mayor and any member of the Municipal Council of the Corporation of the City of London, the Mayor and any member of the Municipal Council of the Corporation of the City of St. Thomas, any officer of the said Corporations or either of them, and any person nominated by the said municipal councils, or either of them, for the office of director of the Company, shall be eligible for election as, and to be, a director of the Company, although he may not be a shareholder or bond or debenture holder. Representatives of London and St. Thomas may be elected directors.

4. Nothing herein contained shall impair the lease from the London and Port Stanley Railway Company to the Great Western Lease by the Great Western

LONDON AND PORT STANLEY RAILWAY.

Railway Co.
not im-
paired.

Western Railway Company, bearing date the first day of September, one thousand eight hundred and seventy-two, or the rights of the last mentioned Company, or its assignees, thereunder.

Rights
saved.

5. Nothing herein contained shall effect the right of priorities of the holders of the bonds or debentures of the Company, as such, in respect of the assets and property of the Company, which rights and priorities shall continue as if this Act had not been passed.

BY-LAW No. 708.

RESPECTING THE LONDON AND PORT STANLEY RAILWAY COMPANY.

BE IT ENACTED by the Municipal Council of the Corporation of the City of London as follows:

1. That the Mayor for the time being of the said City be and he is hereby appointed the agent, attorney and proxy of the said Corporation to represent and vote for the said Corporation as Stockholders and Mortgage Bond or Debenture holders in The London and Port Stanley Railway Company in respect of the Stock and Mortgage Bonds or Debentures in the said Company held by the said Corporation at all special and general meetings of the Shareholders of the said Company.

Mayor appointed to vote for City on stock and mortgage bonds.

2. The said Mayor may, in lieu of voting upon the said Stock and Debentures in the name and on behalf of the said Corporation, appoint a proxy or person to vote for and represent the said Corporation in respect of the said Stock and Mortgage Bonds or Debentures, or any part or parts thereof, at any and every such meeting, and to affix to any Power of Attorney or appointment of a proxy the Corporate Seal of the said City.

Mayor may appoint proxy.

PASSED in open Council this 19th day of December, in the year of our Lord, one thousand eight hundred and ninety-two.

(Sgd.) C. A. KINGSTON,
Clerk,

(Sgd.) W. M. SPENCER,
Mayor.

CHAP. LI.

AN ACT RESPECTING THE LONDON AND PORT
STANLEY RAILWAY COMPANY.

—
(Assented to 1st April, 1893)
—

Preamble.

WHEREAS the London and Port Stanley Railway Company and the Corporation of the City of London have, by their petition, prayed that the said Company be authorized to enter into an agreement for the leasing of the said railway, and otherwise as hereinafter provided, and also that the lease hereinafter mentioned be declared to be valid and binding; and whereas it is expedient to grant the prayer of the said petition; Therefore, Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada enacts as follows:

(Sections 1 and 2 amend, confirm and validate an agreement made with the Cleveland, Port Stanley and London Transportation and Railway Company and are now obsolete).

Arrange-
ments with
other
Company.

3. The said London and Port Stanley Railway Company may from time to time, but subject always to the provisions of the said lease and so that the agreement hereinafter mentioned shall not take effect until after the expiration or other determination of the said lease, enter into any agreement with any company having authority to enter into such agreement, or with any other railway company, or with any person, for the leasing of the Company's railway for such term and on such conditions as are agreed upon between the said railway company and such railway company or other company or person, or for the working of the said railway, or for running powers over it, on such terms and conditions as are agreed upon by the contracting parties, or for leasing or hiring from such

other contracting company or person any portion of its railway, or for the use thereof, and generally to make an agreement with any such company or person, if so lawfully authorized, touching the use by one or the other, or by both of the contracting parties of the railway or the rolling stock of either or both, or any part thereof, or touching any service to be rendered by the one party to the other and the compensation therefor; Provided always, that every such lease or agreement shall be first sanctioned by two-thirds of the votes at a special general meeting of the shareholders duly called for the purpose of considering the same—at which meeting shareholders representing at least two-thirds in value of the stock are present in person, or represented by proxy—and that such agreement has also received the approval of the Governor-in-Council; and for the purposes of this section the mortgage bonds or debentures of the Company shall be deemed stock, and the holders of such bonds or debentures shall be deemed shareholders of the company.

Sanction of the shareholders and of the Governor-in-Council.

(2.) Such approval shall not be signified until after notice of the proposed application therefor has been published in the manner and for the time set forth in section two hundred and thirty-nine of the Railway Act, and also for a like period in one newspaper in each of the counties through which the railway of the Company runs, and in which a newspaper is published.

Notice of application for approval.

4. If at any time, under the provisions of the next preceding section, the said railway is leased to any person or corporation which has not any corporate powers authorizing the leasing and operating thereof by such lessee, the lessee thereof shall transmit to the Minister of Railways and Canals within ten days from the date of such lease a notice in writing stating the fact that such lease has been made, describing the termini and line of route of the railway leased, and specifying the charter of act of incorporation under which the same has been constructed and operated, including a copy of any writing preliminary to a lease of such railway which has been made as evidence of such lease, and immediately upon the execution of any deed or lease of such railway the lessee shall also transmit to the said Minister a duplicate or authenticated copy of such lease and shall furnish to the said Minister on request any further details or information which he requires.

If lessee has not corporate powers to authorize lease.

LONDON AND PORT STANLEY RAILWAY.

Grant of
license
by Minister
Railways
and Canals.

5. Until the lessee has given notice to the said Minister in manner and form as provided by the next preceding section, the lessee shall not run or operate the railway so leased, or take, exact or receive any tolls whatsoever in respect of any traffic carried thereon; but after the said conditions have been complied with, the lessee may continue until the end of the then next session of the Parliament of Canada to operate such railway and to take and receive such tolls thereon as the company previously operating the same was authorized to take, and shall be subject, in so far as they can be made applicable, to the terms and conditions of the charter of act of incorporation of the said Company, until he has received a letter of license from the said Minister, which letter the said Minister is hereby authorized to grant, defining the terms and conditions on which such railway shall be run by such lessee during the said period.

Ratification
by Parlia-
ment neces-
sary.

6. Such lessee shall apply to the Parliament of Canada at the next following session thereof after the lease of such railway for an act of incorporation or other legislative authority to hold, operate and run such railway; and if such application is made to Parliament and is unsuccessful, the Minister may extend the license of such lessee until the end of the then next following session of Parliament, and no longer.

Agreements
as to hiring
of rolling
stock, etc.

7. The said Company may from time to time enter into agreements with any company or person for the leasing, hiring or use of any locomotives, carriages, rolling stock and other movable property, for such term and on such conditions as are agreed upon, and may also enter into agreements with any company authorized so to agree, or with any railway company for the use by one or more of such contracting companies of the locomotives, carriages, rolling stock and other movable property of the other or others of them on such terms and conditions as to compensation and otherwise as are agreed on.

LIST OF SHAREHOLDERS

Of the Capital Stock of the London and Port Stanley Railway
Company.

NAME.	ADDRESS.	NO. OF SHARES.
Adams, E., estate.....	London.....	10
Flock, Jas. H.....	".....	5
Barker, Wm., estate.....	".....	10
Batt, John.....	Pt. Stanley.....	4
Beattie, Thos.....	London.....	16
Begg, Jas.....	Pt. Stanley.....	5
Belyea, John.....	London.....	10
Boggs, G. W.....	St. Thomas.....	6
Burwell, H.....	London.....	2
Cauldfield, St. George....	St. Thomas.....	2
Bostwick, J. R.....	Pt. Stanley.....	1
Drake, Benjm.....	St. Thomas.....	3
Fordyce, A.....	Pt. Stanley.....	1
Gunn, Geo. M., estate....	London.....	10
Hamilton, G. G.....	McGillivray.....	2
Hope, Chas. J.....	London.....	6
Hodge, Alex.....	Pt. Stanley.....	6
Ellison, John.....	Pt. Stanley.....	6
Leonard, C. W.....	London.....	10
Leonard, F. E.....	".....	10
Graydon, S. H., estate....	".....	6
Barker, Samuel.....	Hamilton.....	6
Starr, Wm.....	London.....	6
McCormick, Andrew.....	".....	6
City of London.....	".....	1828
Lloyd, George.....	Pt. Stanley.....	2
Partridge, Thomas.....	London.....	6
Macbeth, George, estate...	".....	8
Yardwood, E. M.....	St. Thomas.....	6
Moore, M. T.....	".....	6
Forward.....	2005

LONDON AND PORT STANLEY RAILWAY.

NAME.	ADDRESS.	NO. OF SHARES.
Brought forward.....		2005
Kirkpatrick, Hart & Ostell	Montreal and Kingston..	10
Parke, E. J., estate.....	London.....	4
Price, Samuel.....	Pt. Stanley.....	6
Renwick, Capt. W. T....	Toronto	10
Shaw and Vennor.....	London.....	2
Sprague, Thomas	Pt. Stanley.....	2
Scott, George	St. Thomas.....	6
Southwick, George.....	"	6
Thompson, L.....	"	5
Munro, Colin, estate.....	"	12
Sergeant, L. J., in trust..	60
Sir H. Tyler and L. J. Sergeant, in trust	2257
Thomson, Robt.....	Pt. Stanley.....	10
Weir, Thomas.....	"	2
Weir, Alexander	"	10
White, Wm. J.....	St. Thomas.....	6
Wilson, Elias	Pt. Stanley.....	2
Total.....	<u>4415</u>
Stock represented by City under 56 Vic., Chap. 43.....	6803	
City shares of capital stock.....	<u>1828</u>	
Total stock vote of city.....		8631

Agreement

WITH LAKE ERIE AND DETROIT RIVER RAILWAY COMPANY.

CHAP. LXXVI.

AN ACT RESPECTING THE LAKE ERIE AND DETROIT RIVER RAILWAY COMPANY AND THE LONDON AND PORT STANLEY RAILWAY COMPANY.

(Assented to 23rd July, 1894)

WHEREAS the Lake Erie and Detroit River Railway Company, the London and Port Stanley Railway Company and the Corporation of the City of London have by their respective petitions represented that a certain lease was on the first day of December, one thousand eight hundred and ninety-three, made by the London and Port Stanley Railway Company to the Lake Erie and Detroit River Railway Company of the line of the London and Port Stanley Railway, and that it was agreed that the said lease should be confirmed by legislation, and have prayed for the passing of an act for that purpose and to authorize the Lake Erie and Detroit River Railway Company to enter into that lease and into other leases or agreements with the London and Port Stanley Railway Company; and whereas the said London and Port Stanley Railway Company has by its petition represented that it is necessary that the London and Port Stanley Railway Company should have power to issue its mortgage bonds or debentures to an amount not exceeding one hundred and ten thousand dollars for the purpose of providing moneys with

Preamble.

LONDON AND PORT STANLEY RAILWAY.

which to renew the bridges, trestles, and large culverts which are now wooden or partly so, mentioned in the twenty-fourth paragraph of the said lease, and has further represented that the mortgage bonds, debentures and stock of the company formerly held and owned by the Corporation of the City of St. Thomas have been purchased and are now held by the Municipal Corporation of the City of London, and has prayed for the passing of an Act authorizing and empowering it to issue mortgage bonds and debentures to an amount not exceeding the sum of one hundred and ten thousand dollars, and it is expedient to grant the prayer of the said petitions so far as it is within the legislative authority of the Parliament of Canada to do so: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

Lease confirmed.

1. The said lease and agreement, bearing date the first day of December, one thousand eight hundred and ninety-three, between the London and Port Stanley Railway Company, the Lake Erie and Detroit River Railway Company and the Corporation of the City of London, a copy whereof (except the pamphlet marked "A" attached thereto) is set forth in the schedule to this Act, is hereby confirmed and declared, so far as it is within the legislative authority of the Parliament of Canada to do so, to be binding upon the several parties there-to according to the terms thereof.

Authority to make lease.

2. The said Lake Erie and Detroit River Railway Company is hereby authorized to make and enter into the said lease and agreement, and may from time to time, but subject always to the provisions of the said lease, and so that the agreement hereinafter mentioned shall not take effect until after the expiration or other determination of the said lease, enter into any other agreement with the London and Port Stanley Railway Company for the leasing of that company's railway for such term and on such conditions as are agreed upon between the said two companies, or for the working of that company's railway, or for running powers over it on such terms and conditions as are agreed upon between the said two companies, or for leasing or hiring from that company any portion of its railway or the use thereof, and generally to make any agreement with that company, if so lawfully authorized, touching the use by one or the other

or by both of the said companies of the railway or the rolling stock of either or both or any part thereof, or touching any service to be rendered by the one company to the other and the compensation thereof: Provided always that any such lease or agreement shall be first sanctioned by two-thirds of the votes at a special general meeting of the shareholders, duly called for the purpose of considering it, at which meeting shareholders representing at least two-thirds in value of the stock are present or represented by proxy, and that such agreement has also received the approval of the Governor-in-Council.

2. Such approval shall not be signified until after notice of the proposed application therefor has been published in the manner and for the time set forth in section two hundred and thirty-nine of The Railway Act and also for a like period in a newspaper in each of the counties through which the railway of the London and Port Stanley Railway Company runs and in which a newspaper is published.

3. The said London and Port Stanley Railway Company may borrow from the Corporation of the City of London such sum, not exceeding one hundred and ten thousand dollars, as is necessary to provide the means to pay for the renewal of the bridges and large culverts on the London and Port Stanley Railway, which are now wooden or partly so, in the manner and times provided by the said lease and agreement; and the said London and Port Stanley Railway Company shall be bound to secure to the Corporation of the City of London the moneys advanced by it for the purposes aforesaid, and the interest thereon, by issuing and delivering to the Corporation of the City of London first preferential bonds or debentures of the London and Port Stanley Railway Company to be made payable in ten years from the date of their issue, and to bear interest at the rate of six per cent. per annum, payable half yearly, from such date; and such bonds or debentures shall without formal conveyance or registry, form and be, subject to the existing mortgage bonds or debentures of the said London and Port Stanley Railway Company now held by the Corporation of the City of London, a first preferential charge on the said railway, and the franchise, tolls, revenues, and other property of the said London and Port Stanley Railway Company now owned or possessed or here-

after owned or possessed by it; but with respect to the debentures by this section authorized to be issued, such rents and revenues shall be subject in the first instance to the payment of any penalty imposed for non-compliance with the requirements of The Railway Act respecting returns to be made to the minister, and next to the payment of the working expenditure of the railway.

Schedule.

Parties.

THIS INDENTURE made the first day of December, A. D., 1893, between The London and Port Stanley Railway Company, of the First Part, The Lake Erie and Detroit River Railway Company, of the Second Part, and the Corporation of the City of London, of the Third Part.

Whereas the said parties of the second part have agreed to work the London and Port Stanley Railway, its plant and appurtenances, upon the terms and conditions hereinafter set forth.

Now, this indenture witnesseth:

Terms of lease.

1. The London and Port Stanley Railway Company hereby give, subject to all the rents, conditions, provisos and agreements hereinafter mentioned, the use, occupation and possession of the line of railway between London and Port Stanley, and such of their appurtenances thereto as are the property of and in the possession of the said parties of the first part, to the parties of the second part, for the period of twenty years from the first day of January, 1894, so that the same shall be worked by the said parties of the second part and all the receipts and earnings shall be collected by the said parties of the second part for their own use and benefit.

Lessees to repair railway.

2. The said parties of the second part shall, within twenty-four months from the date hereof, put the said line or railway of the said parties of the first part, its road, bridges and rails and all and every portion of its property, buildings, way, track and appurtenances in good repair, and shall also, after putting the same in good repair, well and sufficiently at all times, during the said term of twenty years, repair, maintain, amend and keep the same and every part thereof in good and substantial repair, and all fixtures and things thereto belonging, or which at any time during the said term shall be erected, put or made, when, where and so often as need shall be.

3. The necessary cost of putting the said line of railway of the said parties of the first part, its road, bridges and rails and all and every portion of its property, buildings, way, track and appurtenances in good repair, as above provided, shall in the first place be paid by the said parties of the second part who shall be reimbursed by the said parties of the first part by the application by the said parties of the second part, of so much of the rents hereby reserved for the first two years of the said term of twenty years, as shall be necessary to recoup them the amount of the said cost; provided however that, in case the parties hereto differ as to the amount necessarily expended by the said parties of the second part for the purposes aforesaid, the same shall be determined by arbitration in the manner provided by paragraph 13 hereof, and provided also that the amount which the said parties of the second part shall be at liberty to recoup themselves from the rent hereby reserve for the necessary cost of putting the said line of railway, its road, bridges and rails and all and every portion of its property, buildings, way, track and appurtenances in good repair shall not in any event exceed the sum of \$9,000. And provided also that the said parties of the second part shall be entitled to be reimbursed under the provisions of this paragraph only for and in respect of such repairs as shall have, before the same shall be made, been either agreed to by the said parties of the first part, or determined by arbitration under the provisions of paragraph 13, of this indenture, to be necessary repairs, and that no deduction shall be made from the rent as hereinbefore provided in respect of any repairs unless the same shall have been so agreed or have been determined by arbitration to be necessary repairs as aforesaid and then only on production of the vouchers showing in detail the actual expenditure therefor and in case of dispute as to such expenditure, unless or until the amount thereof shall have been determined by arbitration under the provisions of said paragraph 13.

3. (a) The said parties of the second part shall, at their own expense, in the first place, within twelve months from the date hereof, build on the property of the said parties of the first part in the City of St. Thomas, at some place to be agreed upon between the said parties of the first and second parts, a combined frame passenger depot and freight shed, at a cost not to exceed twenty-five hundred dollars, and a water tank or

Repairs to
be paid for
out of rent.

Not to
exceed
\$9,000.

Lessees to
erect station at St.
Thomas.

LONDON AND PORT STANLEY RAILWAY.

And ware-
house at
Pt. Stanley.

At cost of
lessors.

stand pipe, and on the property of the said parties of the first part in the Village of Port Stanley, at some place to be agreed upon between the said parties of the first and second parts, a frame warehouse thirty-five feet by sixty feet at a cost not to exceed one thousand dollars, and shall be reimbursed therefor by the said parties of the first part by the application by the said parties of the second part of so much of the rent hereby reserved for the first two years of the said term of twenty years as shall be necessary to recoup them the amount of the said expenditure, provided that the said parties of the second part shall be entitled to be reimbursed, under the provisions of this paragraph, only for and in respect of such expenditure as shall have, before the same shall be made, been either agreed to by the said parties of the first part as necessary for the purposes aforesaid or determined by arbitration, under the provisions of paragraph 13 of this indenture, to be necessary expenditure for such purposes, and that no deduction shall be made from the rent as hereinbefore provided in respect of any such expenditure unless the same shall have been so agreed or have been determined by arbitration to be necessary as aforesaid, and then only on production of the vouchers showing in detail the actual expenditure therefor and, in case of dispute as to such expenditure, unless or until the amount thereof shall have been determined by arbitration under the provisions of the said paragraph 13.

Surrender
on expira-
tion of lease.

4. The said parties of the second part shall, at the expiration, or other sooner determination of the said term of twenty years, peaceably surrender and yield up unto the London and Port Stanley Railway Company, their successors or assigns, the said London and Port Stanley Railway, its property, appurtenances and effects, together with all buildings, erections and fixtures thereon, in good and substantial repair and condition.

Considera-
tion.

Payable
quarterly.

5. The parties of the second part shall pay to the parties of the first part, their successors or assigns, without any deduction whatever, except as provided by paragraphs 3, 3a, 25 and 34 hereof, the clear yearly rent or sum of ten thousand dollars during the said term of twenty years, by equal quarterly payments of two thousand five hundred dollars each on the first days of January, April, July and October, in each year during the said term of twenty years, and should in any year during the said term of twenty years the gross earnings and

receipts from all sources of the said railway exceed the sum of eighty thousand dollars, the said parties of the second part shall pay to the said parties of the first part, as additional rent, at the end of each year in which the said gross earnings and receipts exceed the sum of eighty thousand dollars, ten per cent. of the said gross earnings and receipts, in excess of the said sum of eighty thousand dollars. The said parties of the second part covenant with the said parties of the first part that they will, at the end of each year of the said term of twenty years, furnish to the said parties of the first part accounts and statements of such receipts, certified by their secretary and verified by his statutory declaration as to the correctness thereof and shall permit the parties of the first part and they the said parties of the first part shall be entitled at all times during the month of March in each year during the said term to inspect the books and accounts of the said parties of the second part having any entry or memorandum relating to the traffic or business done over any part of the said London and Port Stanley Railway, by the Auditor of the City of London, or other officer, from time to time appointed for that purpose by the said parties of the first part, and the said parties of the second part shall afford to the said parties of the first part all necessary or reasonable facilities for such inspection at the head office of the said parties of the second part at Walkerville, in the County of Essex, and shall also on demand furnish or pay for the necessary expenses from time to time of the said auditor or other officer in travelling to and from Walkerville aforesaid.

Percentage.

Lessee to furnish statement of earnings for ascertaining percentage.

6. In estimating the gross earnings and receipts under the next preceding paragraph hereof where freight or passengers have been carried over the railway of the said parties of the second part, or a railway now or at any time during the said term under their control, or over which they have or shall have running powers, or in respect of which they have or shall have traffic arrangements, and over the said The London and Port Stanley Railway, or any part thereof, a fair and just proportion of the whole charge therefor, for the entire route shall be credited as part of the earnings and receipts of the said The London and Port Stanley Railway, and if the said parties of the first and second parts differ as to what is a fair and just proportion thereof, the same shall be determined by arbitration under the provisions of the said paragraph 13.

Freight, etc. from lessee's railway to L. and P. S. Ry.

Fair proportion to be credited L. and P. S. Ry.

Taxes.

7. The parties of the second part shall pay all taxes, rates, duties and assessments whatsoever, whether municipal, parliamentary or otherwise, now charged, or which may or shall during the term aforesaid, be charged upon the said The London and Port Stanley Railway or its appurtenances, or upon the said parties of the first part on account thereof, or on account of any of its property.

Train service.

8. The said parties of the second part shall forward all trains and traffic with reasonable and proper despatch, and shall run daily, Sundays excepted, at least two passenger trains each way between Port Stanley and London, stopping at and starting from such points and at such hours as the exigencies of traffic may from time to time, during the said term of twenty years, require, and at least two passenger trains daily each way shall stop at the stations where the passenger trains of the Grand Trunk Railway Company, the former lessees of the said The London and Port Stanley Railway, did during the last year of their lease stop if a passenger for such station be on board, or if the train be flagged at such station. It is understood and hereby declared that a train composed partly of freight cars, but properly equipped with first-class cars for passenger business shall, if run on a regular schedule and at a speed of not less than twenty miles an hour, including stops, be deemed a passenger train within the meaning of this paragraph.

Speed.

Location of buildings.

9. The said parties of the second part shall not, during the said term, make any alteration in the location of the buildings on The London and Port Stanley Railway without the consent in writing of the said parties of the first part.

Excursion trains.

10. That semi-weekly excursion trains from London to Port Stanley and return on same day will be run on Wednesday and Saturday in each week from the fifteenth day of May, to the fifteenth day of September in each year during the said term of twenty years by the said parties of the second part. The fare from London to Port Stanley and back on such trains shall not exceed thirty cents current funds for each person, and such fare shall include all charges for the use by the passengers by excursion trains of the grounds known as The London and Port Stanley picnic grounds at Port Stanley as has heretofore been customary, and such fare shall entitle the passengers to be carried to the termini referred to in paragraph 18 hereof without extra charge.

Fare.

11. The said parties of the second part, covenant with the said parties of the first part, that they will furnish sufficient, suitable and comfortable cars, and will keep the road properly supplied with suitable and comfortable rolling stock sufficient for the requirements of the traffic including the excursion traffic provided for by this indenture and the efficient working of The London and Port Stanley Railway, and that the passenger cars on excursion trains shall be not inferior to what are now known as first-class closed excursion cars, and shall be substantially built both as regards the body, trucks, gear, brakes, etc., and fitted with revolving or fixed seats of a comfortable design, with centre aisle, movable glass, and slat or blind protection from sun, rain or dust, also with lamps, closets, water-tanks and other necessary appurtenances.

Cars.
Passenger cars on excursion trains.

12. And the said parties of the second part, further covenant with the said parties of the first part, that they will not assign or transfer this indenture or their rights thereunder, or any of them, or sublet the said railway or any part thereof, without the consent in writing of the said parties of the first part first had and obtained, except as provided by paragraph 14 hereof.

Lessee not to assign, etc.

13. And it is hereby agreed that, in case any dispute shall arise relating to any matter herein contained and agreed to be settled by arbitration, the same shall be finally determined by two independent persons, one to be chosen by each of the said parties to such dispute and such arbitrators shall, before proceeding with the reference, appoint a third arbitrator to act with them, and the decision of the said three arbitrators, or a majority of them, shall be conclusive on both parties, and in case either of the said parties shall neglect or fail to appoint an arbitrator within thirty days after the request in writing by the other party, then the arbitrator appointed by the other party may proceed alone, and his award shall be conclusive on all parties. The award shall be made within four months after the appointment of the first of such arbitrators, and, in the further event of the two arbitrators appointed as aforesaid, being unable or failing to agree upon a third arbitrator for two weeks after their appointment or the appointment of the one of them who was last appointed, then such third arbitrator shall be chosen and appointed by the Chief Justice for the

Arbitration in certain cases provided for.

LONDON AND PORT STANLEY RAILWAY.

time being of the Queen's Bench Division of the High Court of Justice for the Province of Ontario; or in the event of the Chief Justice being sick, absent from the Province, or otherwise unable or refusing to act, then such third arbitrator shall be appointed by any Judge of the High Court of Justice other than a local Judge.

Running
rights for
other rail-
ways over
L. and P. S.
Ry., be-
tween St.
Thomas and
London.

14. The said parties of the second part further covenant with the said parties of the first part, that the Canadian Pacific Railway Company, the Grand Trunk Railway Company of Canada, the Michigan Central Railway Company, and all railways which do now or which, during the continuance of this agreement may intersect or cross or connect with the London and Port Stanley Railway or enter the said City of London, shall have reasonable and the usual running powers for their traffic over the line of the London and Port Stanley Railway between St. Thomas and London and vice versa during the said term of twenty years, or until the sooner determination of the said term, and the terms and the compensation to be paid for such running powers shall, in case the parties differ about the same, be determined by arbitration in the same manner as provided by paragraph 13 hereof, and the said parties of the second part shall as far as practicable provide and keep for the said other railways proper and sufficient sidings for loading and unloading.

Freight
rates on
certain
commodities.

15. The said parties of the second part further covenant with the said parties of the first part, that during the said term of twenty years the maximum rate for freight from Port Stanley to London, and vice versa, for special commodities, such as coal, sugar, syrup, pig-iron, lead, nails, wire, lumber, grain, and other like commodities will not exceed seven dollars per carload of 24,000 pounds, and that carloads exceeding 24,000 pounds shall, for the excess over 24,000 pounds, bear a proportionate rate to the said rate, and that the actual cost only for handling at wharf at Port Stanley between cars and vessel, and vice versa, shall be added if done by the said parties of the second part, who shall do the said handling if requested so to do; and that (except as provided by the next succeeding paragraph hereof) the rate for freight from Port Stanley to London and vice versa in car lots for all other commodities or articles than those above referred to shall be in just and fair proportion to the above rate.

and that the actual only cost for handling at the wharf at Port Stanley, between cars and vessels and vice versa shall be added if done by the said parties of the second part, who shall do the same if requested so to do, and that the rate for freight for all commodities or articles in quantities less than car lots shall be fair and reasonable, having regard to the classification hereinafter referred to and shall include all handling between cars and vessels and vice versa, at Port Stanley without charge therefor and, in case the parties hereto of the first and second parts shall differ as to the rates for the said other commodities or articles in car lots, or as to the rates for commodities or articles in quantities less than car lots the same shall be determined by arbitration between the said parties of the first and second parts in the manner provided by paragraph 13 hereof. And the said parties of the second part further covenant with the said parties of the first part that the classification of freight shall, during the said term of twenty years, be as provided in the Canadian Joint Freight Classification Number Nine Pamphlet hereto annexed and marked with the letter "A," subject, however, to the powers of the Governor-in-Council under Section 225 of The Railway Act.

Classification of freight.

16. The said parties of the second part further covenant with the parties of the first part that they will, during the said term of twenty years, carry from London to Port Stanley for forwarding to any place in Canada or export and vice versa the goods, wares, and merchandise manufactured by any manufacturer in the said City of London, or ordered or procured by him for such manufacturer, at a rate not to exceed four and a half cents per 100 pounds in car-load lots, with the additional charge of the actual cost for handling at the wharf at Port Stanley, between cars and vessels and vice versa, if done by the said parties of the second part, who shall do the same if requested so to do, the minimum carload weight to be 24,000 pounds.

Carload rate for manufactured goods, etc.

17. The said parties of the second part further covenant with the said parties of the first part that they will pay back or advance charges on all freight offered at Port Stanley and provide for the prompt handling of the same to the destination of the goods.

Payment of back or advance charges on freight at Pt. Stanley.

Track to
beach at
foot of
picnic
grounds.

18. The said parties of the second part covenant with the said parties of the first part that the said parties of the second part will, so soon as the necessary right of way therefor has been provided by the said parties of the first part (which it is optional with them to provide) if the same be provided within ten years from the date hereof, at their own cost and charges lay the necessary tracks and do the other work necessary so that the trains can be taken around to the beach south of the present picnic grounds at Port Stanley, and will thereafter carry passengers on excursion trains to the said beach, and until such tracks are laid that they will convey the excursion passengers and run their excursion trains to and from the docks at the beach at Port Stanley aforesaid without extra charge, and in the event of the said tracks being laid to the beach as aforesaid, the same and all materials used in the construction of the same shall at the end or sooner determination of the said term of twenty years, be the property of the said parties of the first part.

Trains.

Commuta-
tion tickets
single
trip.

Two trips.

Commuta-
tion tickets
for persons
attending
school in
London.

19. The said parties of the second part further covenant with the said parties of the first part that, during the continuance of the said term of twenty years, a daily train, Sundays excepted, shall be put on and shall leave Port Stanley, so as to arrive and shall arrive at London between 7:45 and 8:45 in the forenoon, and that the said parties of the second part will sell commutation tickets, not transferable, good for twenty-six single trips between London and Port Stanley, and vice versa, to be used within three months from the date of issue, and good for the members of a family and their servants, to such parties as may desire to purchase the same, at a cost not to exceed thirty-five cents per trip, and will also sell fifty-two-trip commutation tickets, not transferable, good for fifty-two single trips between London and Port Stanley, and vice versa, to be used within three months from date of issue, and good for the members of a family and their servants, at a cost not to exceed twenty-five cents per trip. The members of a family and servants not to exceed 6 persons, who may be named in the ticket.

19. (a) The said parties of the second part further covenant with the said parties of the first part, that, during the continuance of the said term of twenty years, they will sell commutation tickets, not transferable, good for twenty-six single

trip between any station on the line of the London and Port Stanley Railway and the said City of London to be used within three months from the date of issue, good only for scholars or pupils not over eighteen years of age, attending any public school, high school, collegiate institute, or other institute of learning at the said City of London, to such parties as may desire to purchase the same, at a cost not to exceed three-quarters of a cent per mile; and will also sell fifty-two trip commutation tickets, not transferable, good for fifty-two single trips between any station on the line of The London and Port Stanley Railway and the said City of London, to be used within three months from the date of issue, good only for scholars or pupils, not over eighteen years of age, attending any public school, high school, collegiate institute, or other institute of learning at the said City of London, to such parties as may desire to purchase the same, at a cost not to exceed one-half a cent per mile.

20. The said parties of the second part covenant with the said parties of the first part that they will, during the said term, issue return tickets good on Saturdays only from stations on the said railway outside of the City of London, to the City of London and return on the same day at the price of a single fare with ten cents added.

Fares to
London on
Saturdays.

21. The said parties of the second part further covenant with the said parties of the first, that during the said term, they will sell tickets from London to Port Stanley on Saturdays, good to return on the following Monday, at a single fare for the round trip.

Fares to
Pt. Stanley
on Satur-
days.

22. It is hereby agreed by and between the parties hereto, that it shall be lawful for the said parties of the first part and their successors and all persons authorized by them, at any reasonable times during the said term, upon seven days' notice being given to the said parties of the second part, of their intention so to do, by being mailed in a registered letter posted at the post office in the said City of London addressed to the said parties of the second part at Walkerville aforesaid, to enter the said demised premises, or any part thereof, to examine the condition of the same, and that the said parties of the second part will furnish to the said parties of the first part,

Lessors may
examine Ry.
as to state
of repairs.

LONDON AND PORT STANLEY RAILWAY.

for the purposes aforesaid, on demand, a hand car and the necessary employes to man the same; the expense thereof to be paid by the said parties of the first part.

Railway to
be operated
from
London.

23. The said parties of the second part further covenant with the said parties of the first part that their headquarters and offices for the working of the said The London and Port Stanley Railway shall, during the said term of twenty years, be and continue in the said City of London, and that as many employes of the said parties of the second part as can consistently with the proper working of the said railway be located at and reside in the said City of London, shall be located at and reside in the said city.

Renewal of
bridges and
large
culverts.

24. The said parties of the first part covenant with the said parties of the second part, that the said parties of the first part will, at their own expense, whenever the said parties of the second part shall deem it necessary, and request the said parties of the first part so to do by a notice in writing, to be given not earlier than three months from the date hereof, renew in wood, iron, steel, stone, embankment or otherwise, within six months after the receipt of the said written request, if such written request be given within the first six calendar months of the year, but within nine months after the receipt of the said written request if such written request be given within the last six months of the calendar year, the bridges, trestles and large culverts on the said line of railway, which are now wooden or partly so (the material to be used in such renewal to be at the option of the said parties of the first part), the plans for such renewal and the manner of carrying out the same, having regard to the working of the railway during construction, shall be settled and determined by two engineers, one to be chosen by each of the parties hereto of the first and second parts, and such two engineers shall, before proceeding to settle and determine the same, appoint a third engineer to act with them in the event of their disagreement, the decision of the two engineers so first chosen, if they agree, or, in the event of their disagreement, the decision of the three engineers, or of any two of them, shall be conclusive on both the said parties. In case either of the parties of the first and second parts shall neglect or fail to appoint an engineer within ten days after the request in writing by the other party, then the

Plans, etc.,
to be settled
by engineers.

engineer appointed by such other party may proceed alone and his decision shall be conclusive on both the said parties. The decision shall be rendered within one month after the appointment of the third engineer, and, in the further event of the two engineers appointed as aforesaid being unable or failing to agree upon a third for one week later the appointment of the one who was last appointed, then such third engineer shall be chosen and appointed as in the like event in the case of arbitration is provided in paragraph 13 hereof. The parties of the first part will also, when required so to do by the said parties of the second part by notice in writing, but not earlier than nine months from the date hereof, alter and strengthen the spans of the bridges over the Thames River and Kettle Creek so as to provide ample space above the cars for the employees of the parties of the second part and comply with the provisions of "The Railway Act" in that behalf. The works provided for under the first part of this paragraph shall be in accordance with the decision of the said engineers, and all the works provided for by this paragraph shall be so done and carried out as to interfere as little as possible with the traffic on the said railway.

Strengthening of bridges over Thames and Kettle Creek.

25. Provided that the parties of the second part exercise due care and diligence to guard against fire and, for that purpose, keep constantly on the bridges, trestles and culverts in this paragraph referred to water in barrels and, in the case of the two bridges lying to the north and south of St. Thomas do examine the same after the passage of every train, if any bridge trestle or large culvert mentioned in paragraph 24 hereof shall have been renewed in wood, and if such renewed structure shall be damaged or destroyed by fire without the act, neglect or default of the parties of the second part, the same shall be forthwith restored by the parties of the first part and, unless they commence such restoration within five days after such fire, the parties of the second part may restore such structure to the same condition as before such fire, as nearly as may be, and shall be entitled to retain the necessary expenditure therefor out of the rents hereby reserved which shall accrue due next after such expenditure.

To guard against fire, etc.

26. And the said parties of the second part covenant with the said parties of the first part, that the said parties of the second part will pay to the said parties of the first part, as

Lessees to pay interest on cost of bridges, etc., referred to in Sec. 24.

LONDON AND PORT STANLEY RAILWAY.

additional rental, four and one-half per centum, per annum, on the amount so expended, by the said parties of the first part under paragraph 24 hereof from time to time, such interest to run from the times of the respective payments made by the said parties of the first part, for the purposes aforesaid, and to be payable from such time quarterly, in the same manner and at the same times as the rent is payable, as hereinbefore provided, until the end of the said term.

Lessees to
PAY Insur-
ance
premiums on
stations, etc.

27. The said parties of the second part covenant with the said parties of the first part, that they will on demand from time to time pay as additional rent to the said parties of the first part all insurance premiums which the said parties of the first part may or shall, during the continuance of the said term, pay for insuring and keeping insured the passenger stations, round-houses and freight sheds which are now or may or shall, during the said term, be erected on the property of the said parties of the first part.

Forfeiture
on default
in payment
of rent for 30
days.

28. Provided always and it is hereby expressly agreed, that if the rent hereby reserved, or any part thereof, shall be unpaid for thirty days after any of the days on which the same ought to have been paid, although no formal demand shall have been made therefor, or in case of the breach or non-performance of any of the covenants or agreements herein contained on the part of the said parties of the second part, their successors or assigns, then and in any of such cases it shall be lawful for the said parties of the first part into and upon the said railway, or any part thereof, in the name of the whole, to re-enter and the same to have, acquire, re-possess and enjoy as of their former estate, anything herein contained to the contrary notwithstanding.

Lessees to
have peace-
able posses-
sion.

29. The said parties of the first part covenant with the said parties of the second part, their successors, and assigns, that they, paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on their part to be observed and performed, shall and may peaceably possess and enjoy the said demised premises for the term hereby granted without any interruption or disturbance from the said parties of the first part, their successors or assigns, or any other person or persons lawfully claiming by, from or under them, or any of them.

30. Nothing herein contained shall be taken to give to the parties of the second part the lands or property of the parties of the first part (if any) to which the Great Western Railway Company of Canada or the Grand Trunk Railway Company of Canada are entitled under the agreement made between the London and Port Stanley Railway Company and the Great Western Railway Company of Canada and dated the twenty-fifth day of April, A. D., 1870. Proviso as to 99 year lease.

31. Throughout this indenture the mention of the said parties is intended to include their successors and assigns unless such meaning is inconsistent with the context. Successors of parties.

32. The said parties of the first part covenant with the said parties of the second part that the said parties of the first part will forthwith provide the said parties of the second part with temporary terminal facilities in the said City of London by the joint use with the Michigan Central Railway Company, or the sole use, at the option of the said parties of the first part, of the terminal facilities of the London and South Eastern Railway Company. Temporary terminal facilities at London.

33. The said parties of the first part further covenant with the said parties of the second part, that the said parties of the first part will provide, within one year from the date hereof, permanent terminal facilities for the said parties of the second part, as follows: Permanent terminal facilities.

(a) By the use of the terminal facilities as the same were conferred by the Great Western Railway Company of Canada upon the said parties of the first part by the said agreement dated the 25th day of April, A. D., 1870, and by the erection, by the said parties of the first part of a brick engine house with three stalls, having a frontage of forty feet and a depth of sixty-four feet and a back of seventy-seven feet, with height of back twenty-two feet and of front twenty-six feet; a turn-table at least fifty-one feet long; a stand-pipe or water tank convenient to the engine house; a coal dock twenty feet by fifty feet with a back four feet high; track scales of 50 tons capacity; a brick freight house thirty-five feet by one-hundred and fifty feet with a ten-foot platform, on the property of the said parties of the first part in the said City of London. Terminal facilities specified.

Option. (h) Or by the joint use with the Michigan Central Railway Company, or any other company, or the sole use (at the option of the said parties of the first part) of the terminal facilities of the London and South Eastern Railway Company.

Option. (c) Or by a passenger station to be erected by the said parties of the first part on either side of Bathurst street, in the said City of London, west of Wellington street, and by the erection by the said parties of the first part of a brick engine house with three stalls, having a frontage of forty feet, and a depth of sixty-four feet and a back of seventy-seven feet, with height of back twenty-two feet and of front twenty-six feet; a turntable at least fifty-one feet long, a stand-pipe or water tank convenient to the engine house; a coal dock twenty feet by fifty feet with a back four feet high; track scales of fifty tons capacity; a brick freight house thirty-five feet by one hundred and fifty feet with a ten-foot platform, on the property of the said parties of the first part in the said City of London.

Option. (d) Or by allowing to the said parties of the second part a reduction of one thousand dollars per annum from the rent hereby reserved, if the said parties of the second part be able to make satisfactory arrangements with the London and South Eastern Railway Company for the use of the terminal facilities of the London and South Eastern Railway Company (the said parties of the first part to elect during the said year which of the said terminal facilities numbered a, b, c and d they will provide).

Erection of
buildings
destroyed
by fire.

34. The said parties of the first part covenant with the said parties of the second part that, in the event of the destruction or damage by fire during the said term of any of the said buildings or erections on the property of the said parties of the first part so insured as aforesaid, they will, with as little delay as possible, repair or rebuild the same as may be necessary, and unless they commence such repairs or rebuilding within fifteen days after such fire, the parties of the second part may repair or rebuild the same as may be necessary and shall be entitled to retain the necessary expenditure therefor out of the rents hereby reserved, which shall accrue due next after such expenditure.

Removal of
additional
sidings.

35. Except as otherwise herein provided it is further agreed by and between the parties hereto that the said parties

of the second part shall, at the end of the said term, be at liberty to remove any additional sidings (if any) laid by them, doing no unnecessary damage to the property of the said parties of the first part.

36. In order to provide the means to make the expenditures in the 24th paragraph hereof mentioned, it is agreed that application shall be made by the parties of the third part to the Legislature of the Province of Ontario at the next session thereof, for an Act to authorize and require the parties of the third part to issue Debentures to raise moneys for the purposes in such paragraph mentioned and to provide such means when requisite, and unless such Act be then passed, this agreement shall immediately cease and become void.

City to apply for authority to issue debentures to build bridges, etc.

37. The said parties of third part hereby assent to this indenture and agree with the said parties of the second part that, so long during the said term as the said parties of the second part shall promptly pay the rent hereby reserved and duly and faithfully perform on their part all the terms, covenants and agreements, contained in this indenture, the said parties of the third part will not seek to enforce the payment of the mortgage bonds and debentures of the said The London and Port Stanley Railway Company held by them to the detriment of the said parties of the second part.

Assent of city to lease.

38. In consideration of the Corporation of the City of London assenting to the provisions of this agreement, the said the Corporation of the City of London shall be entitled, in case of a breach on the part of the said parties of the second part, their successors or assigns, of any of the covenants on their part contained herein, to enforce the forfeiture clause hereinbefore contained, but nothing herein contained shall affect or prejudice the rights of the said corporation in respect of the mortgage bonds held by them against the London and Port Stanley Railway Company so as to prevent the said corporation from enforcing the same, or any right that they may acquire to the said road by means or in consequence thereof, in the event of default on the part of the said parties of the second part, their successors or assigns, in performing the covenants and agreements on their part contained in this indenture.

City may enforce forfeiture.

Without loss of rights as to mortgage bonds.

Consent of
Sharehold-
ers required.

39. This indenture is made subject to the same being sanctioned by the necessary number and proportion of the shareholders of The London and Port Stanley Railway Company in accordance with the provisions of the Act of the Parliament of Canada passed in the 56th year of Her Majesty's Reign and intituled "An Act respecting The London and Port Stanley Railway Company" and subject also to the approval of the Governor of the Dominion of Canada in Council and of the Parliament of Canada, and shall not go into effect until the necessary authority to enter into and carry out the same shall have been obtained.

Approval of
Governor
and Parilla-
ment of
Canada also
required.

40. The said parties of the first and second parts agree each with the other by all proper and lawful means to join in and aid in procuring such approval of the Governor General in Council and such legislation as aforesaid and to sign and present petitions for these purposes, the expenses of obtaining from the Parliament of Canada legislation approving of this indenture to be borne and paid by the said parties of the second part.

In witness whereof the parties of the first and second parts have caused to be affixed their respective corporate seals and their Presidents have set their hands and the parties of the third part have caused to be affixed their corporate seal and the Mayor has set his hand the day and year first above written

Attest.

Signed, sealed and de-
livered in the pre-
sence of (in triplicate)
ARTHUR E. PETERS.

E. T. ESSERY,
President L. & P. S. R. Co.
WM. C. COO,
Secretary L. & P. S. R. Co.

The Lake Erie and Detroit River Railway Company.

S. A. KING,
Vice-President.

G. J. LEGGATT,
Secretary.

WM. ROBINS.

E. T. ESSERY,
Mayor.

ARTHUR E. PETERS.

THIS INDENTURE made the 18th day of December in year of our Lord, One Thousand Eight Hundred and Ninety-five,—

IN PURSUANCE OF THE ACT RESPECTING SHORT FORMS OF CONVEYANCES AND OF THE RAILWAY ACT.

BETWEEN,

The London and Port Stanley Railway Company of the First Part

—and—

The Grand Trunk Railway Company of Canada of the Second Part.

WHEREAS the said parties of the second part are the owners of certain lands upon and near the line of the railway of the said parties of the first part in the Village of Port Stanley, in the County of Elgin, and along the line of the said railway, of the parties of the first part between the said Village of Port Stanley and the City of London, in the County of Middlesex, which are not now necessary for the purposes of the railway of the said parties of the second part;

G. T. R. Co.
owners of
lots in Port
Stanley.

AND WHEREAS, by a certain Indenture bearing date the twenty-fifth day of April, A. D., 1870, made between The Great Western Railway Company of Canada of the first part, and the said parties of the first part of the second part, the said parties of the first part leased and demised unto the said Great Western Railway Company of Canada, for the term of Ninety-nine years from the said twenty-fifth day of April A. D., 1870, that portion of the property of the said parties of the first part in the said City of London as shown upon the plan to the said Indenture attached, for the purpose of erecting workshops thereon, extending from the east side of Waterloo street easterly five hundred feet, and having a width of one hundred and ten feet, at the yearly rent of one dollar and it was amongst other things by the said indenture provided that should the said The Great Western Railway Company of Canada cease at any time to use the said block of land for the purpose for which it was so granted, namely to build and maintain workshops thereon, the said indenture should become null and void and the said block of land should revert to the said parties of the first part.

99 year lease
recited.

LONDON AND PORT STANLEY RAILWAY.

AND WHEREAS the said block of land is not now necessary for the purposes of the railway of the said parties of the first part;

G. T. Ry.
acquired
rights of
G. W. Ry.

AND WHEREAS the said parties of the second part have acquired the lands and rights of the said The Great Western Railway Company of Canada, and, as the said parties of the second part are the successors of the said The Great Western Railway Company of Canada, the said indenture is now subsisting between and binding upon the parties hereto;

Lands re-
leased from
condition
as to main-
tenance of
workshops.

AND WHEREAS the said parties of the second part have agreed with the parties of the first part that in consideration of the conveyance by the said parties of the first part of the said block of land to the said parties of the second part freed from the condition that the same shall be used for the maintenance of the workshops of the said parties of the second part thereon as provided by the said indenture bearing date the said twenty-fifth day of April, A. D., 1870, the said indenture shall, notwithstanding the conveyance in fee of the block of land, in all other respects be and continue in full force and effect during the remainder of the said term of ninety-nine years, and the said parties of the first part, their successors, lessees and assigns, shall be entitled to the full benefit of all the provisions and covenants therein contained save only as hereinbefore excepted;

99 year
lease to
continue in
force in all
other
respects.

O. T. Ry. to
convey to L.
and P. S.
R. lands in
Pt. Stanley.

AND WHEREAS, in consideration of the granting to the said parties of the second part of the said block of land as aforesaid and of the payment of the difference between the amount of moneys which the one hundred thousand dollars debentures to be delivered by the Corporation of the City of London to the said parties of the second part as a bonus for the erection and maintenance of their car shops at the said City of London in pursuance of a certain agreement made between the Corporation of the City of London and the said parties of the second part bearing date the fourteenth day of December, A. D. 1895, shall when sold, realize and the sum of one hundred and ten thousand dollars, the said parties of the second part have agreed to grant and convey to the said parties of the first part in fee simple the lands and premises referred to in the first recital hereto;

Considera-
tion for con-
veyance.

NOW THIS INDENTURE WITNESSETH that, in consideration of the premises and of the sum of one dollar of lawful money of Canada now paid by the said parties of the second part to the said parties of the first part (the receipt whereof is herchy acknowledged) they, the said parties of the first part, DO GRANT unto the said parties of the second part in fee simple, ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the City of London in the Province of Ontario, being composed of FIRST.—Parts of lots numbers six, seven, eight and nine on the north side of east Bathurst street, in the said City of London, and may be better known and described as follows, that is to say,—Commencing at the southwest angle of said lot number six; thence easterly along the southerly limits of said lots number six, seven, eight and nine, five hundred feet: Thence northerly parallel to Waterloo street, one hundred and seven feet: Thence westerly, parallel to the said southerly limits of the said lots, five hundred feet to the east side of Waterloo street and thence southerly along the east side of Waterloo street one hundred and seven feet to the place of beginning.

Description
of lands con-
veyed to G.
T. Ry. Co.

SECONDLY—That part of the northerly portion of Bathurst street, between Waterloo and Colborne streets, in the said City of London, which was vested in the London and Port Stanley Railway Company, by an act of the Parliament of Canada, passed in the twenty-second year of Her Majesty's Reign, chaptered 80, and intituled "an Act to vest certain portions of Bathurst street, in the City of London, in the London and Port Stanley Railway Company, and to facilitate the said company in the disposal of certain of their real estate," which may be described as follows, that is to say;—Commencing at the southwest angle of the said lot, number six, on the north side of Bathurst street; thence easterly along the southerly limits of the said lots, numbers six, seven, eight and nine, on the north side of east Bathurst street, five hundred feet; thence southerly, parallel to Waterloo street, three feet; thence westerly, parallel to the southerly limits of the said lots numbers six, seven, eight and nine, five hundred feet, and thence northerly along the easterly side of Waterloo street, three feet to the place of beginning.

Description
of part of
street con-
veyed.

Habendum
Cause.

TO HAVE AND TO HOLD unto the said parties of the second part, their successors and assigns, to and for their sole and only use forever; subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

Description
of lands
conveyed
by G. T. Ry.
to L. and P.
S. Ry.

AND THIS INDENTURE FURTHER WITNESSETH that, in consideration of the premises and of the sum of one dollar of lawful money of Canada now paid by the said parties of the first part to the said parties of the second part (the receipt whereof is hereby acknowledged) they the said parties of the second part do grant unto the said parties of the first part in fee simple, all and singular those certain parcels or tracts of land and premises situate, lying and being in the Village of Port Stanley, in the County of Elgin and Province of Ontario, being composed of parts of lot number one in the first concession of the Township of Yarmouth, in the County of Elgin, now forming part of the said Village, containing by admeasurement nine acres and twenty-two hundredths of an acre more or less as shown on diagram hereto attached marked "B" and colored red, and which may be described as follows, that is to say: Firstly—Those pieces or portions of land which lie between and are bounded on the east by low water mark of Kettle Creek, on the north by the south side of Bridge street produced to Kettle Creek at low water mark, on the west by the easterly limit of the lands of the London and Port Stanley Railway Company, and on the south by the north side of George street produced to low water mark of Kettle Creek, and may be otherwise described as the east parts of lots numbers one, two, three, four, five and six, on the westerly side of Water street, according to plan registered as number forty-nine; also all of said Water street lying north of George street and the unnumbered block of land on the east side of Water street and north of George street as shown on said plan.

In Port
Stanley.

Description
of Port
Stanley lots
conveyed to
L. and P.
S. Ry.

Secondly—Those blocks of land bounded on the north by the south side of George street produced to low water mark of Kettle Creek; on the west by the west limit of the original road allowance (now closed) between the townships of Southwold and Yarmouth, on the south by low water mark of Lake Erie, and on the east by low water mark of Kettle Creek, excepting thereout those portions thereof as follows: (First)—That part contained in a certain deed, dated the first day of

October, A. D., 1872, and registered as number 7275, for Yarmouth on the nineteenth day of March, A. D., 1873, from Edward Horton (as executor of one Weir), to R. R. Golding, and purporting to be conveyed thereby. (Second)—That part of Smith street lying within the boundaries described as aforesaid. (Third)—Those portions of the several blocks now owned by and heretofore conveyed by various parties to the London and Port Stanley Railway. (Fourth)—Those portions of the several blocks now owned by and heretofore conveyed to Her Majesty the Queen by James Cotton, being the strip now used as a dock and pier, and known as part of the west pier of the Port Stanley harbor, and also that portion lying between the said pier and the low water mark of Kettle Creek. As to the fifty feet strip lying along the east limit of lots one to seventeen, inclusive (Beach street), within the above described boundaries, the parties of the second part hereto convey, and the parties of the first part hereto accept such title or interest as the party of the second part hereto now has and this conveyance is intended as to that part or strip to so operate only. The said lands described in this parcel include the following lots and parts of lots as shown on said registered plan number 49. Lots numbers one, two and the west part of lot number three, and the south parts of lots numbers four and five south of George street; lots numbers one, two and the west part of lot number three, the easterly part of lot number four and the whole of lot number five on the north side of Smith street; lots numbers one to seventeen (inclusive) and lots numbers twenty, twenty-one and twenty-two on Beach street; all that portion of land lying between the low water mark of Lake Erie and the southerly limit of lot number seventeen, and bounded on the west by the westerly limit of the townline between the townships of Southwold and Yarmouth, and the east by the easterly limit of Beach street, and also that parcel of land marked as Beach street. Thirdly—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the said Village of Port Stanley, being a lot of land situated on the east bank of and fronting on Kettle Creek below Bridge street, known as the "Ship Yard" and lettered "Y" on a plan of the said village, made by John D. Blaikie, P. L. S., dated the eighteenth

Description
of Pt.
Stanley
lands con-
veyed to L.
and P. S.
By.

day of December, A. D., 1877, and registered as number 117, containing by admeasurement forty-five hundredths of an acre, more or less, as shown on diagram attached hereto

Habendum clause.

TO HAVE AND TO HOLD unto the said parties of the first part, their successors, and assigns, to and for their sole and only use forever, subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

Notwithstanding conveyance in fee, 99 year lease in other respects to continue binding.

AND THIS INDENTURE FURTHER WITNESSETH that the said parties agree each with the other that the said Indenture bearing date the twenty-fifth day of April, A. D., 1876, shall, notwithstanding the conveyance in fee hereby made to the said parties of the second part of the said block of land to the said City of London, in all other respects be and continue in full force and effect, and be binding upon the parties hereto according to the terms of the said Indenture, except in so far as the condition is therein contained as to the maintenance of the workshops of the said parties of the second part on the said block of land during the said term of ninety-nine years mentioned in the said Indenture, and the said parties of the first part, their successors, lessees and assigns shall be entitled to the full benefit of all the provisions and covenants in the said Indenture contained, save only as hereinbefore excepted: Provided always, and it is hereby agreed that nothing in this deed contained or in said lease, shall be taken or held to authorize the parties of the first part, their lessees or assigns to block with their freight cars or unreasonably embarrass the business of the Grand Trunk Railway at London.

Proviso.

Difference between proceeds of \$100,000.00 debentures and \$110,000.00 to be paid by City to G. T. Ry.

AND THIS INDENTURE FURTHER WITNESSETH that the said parties of the first part covenant and agree with the said parties of the second part that the said parties of the first part will pay to the said parties of the second part the difference between the amount of moneys which the said one hundred thousand dollars debentures to be delivered by the Corporation of the City of London to the said parties of the second part as a bonus for the erection of their Car Shops at the said City of London in pursuance of the said agreement made between the Corporation of the City of London and the the said parties of the second part, bearing date the fourteenth

day of December, A. D., 1895, shall, when sold, realize and the sum of one hundred and ten thousand dollars within one month after the said debentures shall have been sold and converted into money.

IN WITNESS WHEREOF the parties hereto have here- ^{Attest.}
unto affixed their respective Corporate seals on the day and year first above written.

Signed, Sealed and Delivered)
in the presence of)

For the London and
Port Stanley Railway

As to the Signature of
J. W. LITTLE,
C. A. KINGSTON,

J. W. LITTLE,
President.

The Grand Trunk Railway Company of Canada,

L. J. SEARGEANT,
General Manager.

T. WATERSON,

I certify that the within Instrument is duly Entered and Registered in the Registry Office for the County of Elgin in Book C for Port Stanley, at 10:01 o'clock A. M. of the 30th day of January, A. D., 1896.

Number 877.

A. D. MCGREGOR,
Registrar.

I certify that the within Instrument is duly Entered and Registered in the Registry Office for the City of London in Book No. 18 for East Div., at Three of the clock P. M. on the third day of February, A. D., 1896.

Numbered 6830.

J. H. HAMBLBY,
Dep. Registrar.

THIS AGREEMENT, made this eleventh day of January,
A. D., 1896;

BY AND BETWEEN,—

The Corporation of the City of London, hereinafter called *Parties*,
"the corporation," of the first part,

LONDON AND PORT STANLEY RAILWAY.

The London and Port Stanley Railway Company, hereinafter called "the Port Stanley Company," of the second part;

And,—

The Grand Trunk Railway Company of Canada, hereinafter called "The Grand Trunk," of the third part.

Lease of
1872 recited.

WHEREAS, heretofore the Grand Trunk held and worked the property and railway of the Port Stanley Company for a term of years which has expired;

G. T. Ry.
released.

AND WHEREAS, as part of the arrangement which has been made between the parties hereto it is agreed that the said parties hereto of the first and second parts shall release the Grand Trunk from all claims arising under or out of the occupation by the Grand Trunk of the said Port Stanley line and of and from all covenants and agreements which may have prior to the fourteenth day of December, A. D., 1895, been made between the Grand Trunk and the said Corporation and the said Port Stanley Company or either of them;

And discharge from all claims arising out of occupation of road under lease of 1872.

THEREFORE THESE PRESENTS WITNESS:—That the said parties hereto of the first and second parts jointly and severally release and for ever discharge the Grand Trunk their successors and assigns of and from all claims made heretofore by reason or because of any act or omission of the Grand Trunk in connection or arising out of the use and occupation of the said line under any agreement, lease or document executed prior to the said fourteenth day of December, A. D., 1895.

Exception as to agreement of 18th Dec., 1895.

IT IS DISTINCTLY UNDERSTOOD that this release in no way affects and shall in no way affect the provisions of the Indenture made on the eighteenth day of December, A. D., 1895, by and between The London and Port Stanley Railway Company of the first part and The Grand Trunk Railway Company of Canada of the second part under which an exchange of certain lands has been made and certain provisions are made with regard to the terms of the Indenture bearing date the twenty-fifth day of April, A. D., 1870, made between The Great Western Railway Company of Canada of the first part and The London and Port Stanley Railway Company of the second part.

99 year
Lease.

TO HAVE AND TO HOLD to the said The Grand Trunk Railway Company of Canada, their successors and assigns, for ever.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective Corporate seals on the day and year first above written.

Signed, Sealed and Delivered }
in presence of }

The Grand Trunk Railway Company of Canada,

per CHAS. M. HAYS,

Witness:

General Agent.

HENRY PHILIP.

THIS INDENTURE made in duplicate the twelfth day of May, A. D., 1896.

BETWEEN—

The London and Port Stanley Railway Company of the first part,

—and—

The Lake Erie and Detroit River Railway Company of the second part.

WHEREAS, by an Indenture dated the first day of December, A. D., 1893, and made between the parties of the first and second parts and the Corporation of the City of London, the London and Port Stanley Railway was leased to the said parties of the second part, upon the terms and conditions in the said Indenture set forth, for the period or term of twenty years from the first day of January, A. D., 1894;

AND WHEREAS, since the making of the said Indenture, by an Indenture dated the eighteenth day of December, A. D., 1895, The Grand Trunk Railway Company of Canada granted and conveyed to the parties of the first part the lands

Lease to
L. E. and
D. R. R.

Agreement
with G. T.
Ry. recited.

LONDON AND PORT STANLEY RAILWAY.

hereinafter described, and it is expedient to lease the said lands to the parties of the second part until the end or sooner determination of the said term of twenty years from the first day of January, A. D., 1894, on the terms and conditions hereinafter contained.

NOW THIS INDENTURE WITNESSETH:—

London and
Pt. Stanley
Ry. leases
to L. E. and
D. R. R.
lands ac-
quired from
G. T. Ry.
in Pt.
Stanley.

1. That the said parties of the first part do hereby demise and lease unto the said parties of the second part, their successors and assigns, ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Village of Port Stanley in the County of Elgin and Province of Ontario, being composed of part of lot number one in the first concession of the Township of Yarmouth in the County of Elgin, now forming part of the Village of Port Stanley, and which are more particularly described and set forth in the said Indenture bearing date the eighteenth day of December One Thousand Eight Hundred and Ninety-five and duly registered in the Registry Office for the County of Elgin, on the thirtieth day of January, A. D., 1896, as number 877.

Habendum.

TO HAVE AND TO HOLD the same demised premises from the day of the date hereof until the end or sooner determination of the said term of twenty years, upon and subject to all the terms and conditions in the said Indenture dated the first day of December, A. D., 1893, which shall apply to this lease, in all respects as if the said lands and premises hereby demised had been originally included in and demised by the said Indenture dated the first day of December, A. D., 1893.

L. E. and
D. R. R. to
erect on
lands such
storage
facilities as
may be
required.

2. The said parties of the second part covenant with the said parties of the first part that the said parties of the second part will forthwith erect and thereafter maintain, during the remainder of the said term of twenty years, such facilities for storage as may be reasonable and necessary on the lands above described at the Village of Port Stanley for all such goods, freight and other merchandise as may be shipped over the London and Port Stanley Railway, whether consigned to that port or to any further destination, and for all such goods, freight and merchandise as may be brought to Port Stanley for the purpose of being shipped over the said railway or which may be offered to the said parties of the second part for transportation over the said railway or any

part thereof; Provided, however, that nothing herein contained shall bind the parties of the second part to grant such storage facilities as would interfere unreasonably with the proper working of the said railway. Providso.

3. That the parties of the second part further agree with the parties of the first part that the said parties of the second part will, within ten days after the execution of this Indenture, pay to the said parties of the first part the sum of seven hundred and fifty dollars to provide for the payment of the claims made by the employees of the late "Miller Syndicate," and it is agreed that, if the said claims amount to, or be settled by the said parties of the first part for less than the said sum of seven hundred and fifty dollars, the balance of the said sum of seven hundred and fifty dollars shall be returned to the said parties of the second part; Provided, however, that the payment by the said parties of the second part of the said sum of seven hundred and fifty dollars and the receipt and payment over of the said moneys by the parties of the first part for the purposes aforesaid shall not be construed or deemed to be an acknowledgement by either of the parties hereto of any liability for any of the claims of the employees of the said "Miller Syndicate," or of any other debts contracted or incurred by the said Syndicate, but, on the contrary, all liability in respect of the said claims is expressly denied by the parties hereto. Consideration of \$750.00 to be paid. How to be applied. Providso.

4. The parties of the second part further agree with the said parties of the first part that they will, within three months from the date hereof, acquire and pay for and convey, or cause to be conveyed, in fee simple free from all incumbrances, by good and sufficient deeds, to the said parties of the first part a right of way, as shown upon the plan hereto attached, from the present tracks of the railway of the parties of the first part at Port Stanley aforesaid around the beach to the foot of the picnic grounds, which right of way shall not be less than thirty feet in width, all expenses of every nature and kind in connection with the acquisition and payment of the said right of way and the construction and maintenance of the same to be paid by the said parties of the second part, and the said parties of the second part also agree with the said parties of the first part that the said parties of the second part will, at their own costs and charges, within three months from the L. E. and D. R. R. to buy right of way and lay track to beach at foot of Picnic Grounds Port Stanley.

LONDON AND PORT STANLEY RAILWAY.

Right of
way, tracks,
etc., to
belong to L.
and P. S. Ry.

date hereof, lay the necessary tracks and do the other work necessary so that the trains can be taken around to the beach south of the present picnic grounds at Port Stanley and will thereafter, during the continuance of the said Indenture dated the first day of December, A. D., 1893, carry passengers on excursion trains to and from the said beach without extra charge, and that the said tracks and all materials used in the construction of the same shall at the end or sooner determination of the said twenty years from the first day of January, A. D., 1894, be the property of the said parties of the first part in the same manner as if the said parties of the first part had, under the provisions of section 18 of the said Indenture dated the first day of December, A. D., 1893, provided the right of way in the said section mentioned.

Attest.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate seals, attested by the signatures of their respective Presidents, the day and year above written.

Signed, Sealed and Delivered }
in the presence of }

The London and Port Stanley Railway Company,

By J. W. LITTLE,

As to the signature of J. W. Little,
President L. & P. S. R. Co.,

President.

C. A. KINGSTON.

The Lake Erie and Detroit River Railway Company,

By F. H. WALKER,

President.

MEMORANDUM OF AGREEMENT made in duplicate
the sixth day of November, A. D., 1896,

BETWEEN,—

Parties.

The Lake Erie and Detroit River Railway Company, of
the first part

—and—

The London and Port Stanley Railway Company, of the
Second part.

WHEREAS, the party of the first part has pursuant to section 18 of an Indenture of Lease made between the parties hereto bearing date the first day of December, A. D., 1893, and a further agreement between the parties hereto bearing date the twelfth day of May, A. D., 1896, taken the necessary steps for the extension of the line of the London and Port Stanley Railway in order that trains can be taken around to the beach south of the present picnic grounds at Port Star'ey, with the exception of fencing the portion of land acquired for railway purposes.

Agreements
between
parties
recited.

NOW THESE PRESENTS ARE TO WITNESS, that provided the party of the first part has not completed the fence on the portion of said acquired land before the expiration of the aforesaid lease, or any renewal or extension thereof, then and in such event the party of the first part will allow the party of the second part the cost thereof.

Proviso as
to fencing
right of way
for track.

IN WITNESS WHEREOF the party of the first part has hereunto caused its Corporate seal to be affixed, attested by the hand of its President.

Attent.

Signed, Sealed and Delivered }
in the presence of }

The Lake Erie and Detroit River Railway Company,

By F. H. WALKER,

WM. WOOLLATT,

President.

As to the signature of F. H. Walker.

BY-LAWS

OF THE LONDON AND PORT STANLEY RAILWAY COMPANY.

BE it enacted by the Directors of The London and Port Stanley Railway Company, as follows:

Annual and
Special
Meetings.

1. That all annual or special meetings of the shareholders of this Company shall be held at the head office of the Company in the City Hall, in the City of London, and the annual meeting shall be held on the third Monday in January in each year.

Notice of
Meetings.

2. That at least four weeks' public notice of any meeting shall be given by advertisement published in The Canada Gazette and in at least one newspaper published in the place where the head office is situate, in which notice shall be specified the place and the day and the hour of meeting. All such notices shall be published weekly and a copy of such Gazette containing such notice shall, on production thereof, be evidence of the sufficiency of such notice.

Annual
Reports.

3. That at each annual meeting the President and Directors shall present a report to the shareholders showing the condition of the Company and such other matters as they may deem expedient, together with a financial statement of the receipts and disbursements for the year ending on the thirty-first day of December next preceding the meeting.

Election of
Directors.

4. That at each annual meeting the shareholders shall elect by ballot nine directors (six of whom shall form a quorum for the transaction of business) who shall remain in office until the next ensuing election of directors, but, in case for any reason the election of directors does not take place at the annual meeting, the directors may be elected at an adjourned annual meeting or a "special meeting" duly called for the purpose.

5. That the "Yeas" and "Nays" upon any question at a general meeting of the shareholders of the Company shall be taken by ballot whenever required by any three shareholders present either in person or by proxy.

6. That the directors shall meet in the City Hall, in the City of London, within one week after their appointment and shall elect a President and Vice-President from amongst their number. They shall also meet at the call of the President or Vice-President. Meetings of Directors.

7. That the officers of the Company shall be a Secretary, Treasurer, Engineer and Auditor. Officers.

8. That the President shall (when present) preside at all meetings of the directors and shareholders and shall exercise the same supervision over the officers and affairs of the Company as is usually vested in the presiding officer of a railway company. He shall call the directors together whenever, in his judgment, it is desirable they should meet, or whenever a requisition is presented to him signed by three or more directors, at least twenty-four hours' notice in writing to be given of all such meetings, by mailing the same post paid at the general post office in the City of London, addressed to all the directors. Duties of President.

9. That the Vice-President shall, in the absence of the President, have all the powers and perform the duties of the President. Duties of Vice-President.

10. That in the absence of the President and Vice-President the directors may elect one of their number to perform the duties of the President. Absence of President and Vice-President.

11. That the Clerk for the time being of the City of London shall be the Secretary of the Company. He shall keep a correct record of all meetings of the directors and shareholders, prepare the annual report and perform such other necessary duties as are usually performed by the Secretary of a railroad company. Duties of Secretary.

12. That the Treasurer for the time being of the City of London shall be the Treasurer of the Company. He shall receive and make all payments on behalf of the Company, keeping proper books of account, and shall prepare the annual financial statement. He shall deposit the funds of the Company in the bank in which for the time being the funds of the City of London are deposited and shall only make payments on the order of the directors or the order of the shareholders duly made at a general meeting. Duties of Treasurer.

**Duties of
Engineer.**

13. That the Engineer for the time being of the City of London shall be Engineer of the Company. He shall perform such duties as may from time to time be assigned to him by the directors.

**Duties of
Auditor.**

14. That the Senior Auditor for the time being of the City of London shall be the Auditor of the Company. He shall examine all books and accounts, together with all financial statements, and shall report on the same to the directors.

Salaries.

15. That no director or officer of the Company shall be voted or granted or entitled to receive any fees, salary or remuneration whatever, unless and until such fees, salary or remuneration shall be duly voted by the directors of the Company and confirmed by the shareholders of the Company and subsequently ratified and approved of by resolution of the Municipal Council of the Corporation of the City of London.

16. That all By-laws of the Company heretofore passed be and the same are hereby repealed.

PASSED this thirty-first day of December, A. D., 1896, and confirmed by the shareholders of the Company at a general meeting duly called for the purpose the fifteenth day of January, A. D., 1897.

C. A. KINGSTON,
Secretary.

J. W. LITTLE,
President.

CHAP. CXLV.

AN ACT RESPECTING THE LONDON AND PORT
STANLEY RAILWAY COMPANY.

(Assented to 10th July, 1903.)

WHEREAS the corporation of the City of London is the Preamble.
holder of first mortgage bonds or debentures of the
London and Port Stanley Railway Company to the amount of
four hundred and fifty thousand nine hundred and forty-five
dollars; of second mortgage bonds or debentures of the said
company to the amount of one hundred and sixty-four thousand
and four hundred dollars; and of third mortgage bonds or
debentures of the said company to the amount of one hundred
and forty-nine thousand nine hundred and sixty-six dollars;
being the whole of the mortgage or bonded debt of the said
company; and the whole of the principal moneys of the said
mortgage bonds or debentures remain unpaid, together with
upwards of five hundred and forty thousand dollars for arrears
of interest, and the said mortgage or bonded debt exceeds in
amount the value of the said railway and the assets of the
said company, and the said corporation of the City of London
is the owner of eighteen hundred and twenty-eight shares of
the capital stock of the said company, the whole amount of the
capital stock being four thousand four hundred and fifteen
shares; and whereas it has been agreed between the said
company and the said corporation that the said mortgage
bonds or debentures shall be called in and be replaced by
mortgage bonds or debentures of the said company, as hereinafter
provided; and whereas the said corporation has, by its
petition, represented that it is expedient to continue to provide
for giving to the holders of the said mortgage bonds or
debentures the rights hereinafter conferred upon them, and it
is expedient to grant the prayer of the said petition: Therefore
His Majesty, by and with the advice and consent of the
Senate and House of Commons of Canada, enacts as follows:

LONDON AND PORT STANLEY RAILWAY.

Issue of
bonds to
City of
London.

1. The London and Port Stanley Railway Company, hereinafter called "the Company," shall, on or before the thirty-first day of August next, issue and deliver to the corporation of the City of London mortgage bonds or debentures of the Company to the amount of one million three hundred and thirty-two thousand eight hundred and fifty-four dollars, payable in ten years from the thirty-first day of August next, together with interest at the rate of five per cent. per annum, payable half-yearly, from the thirty-first day of August next.

First charge
on railway
property.

2. The said mortgage bonds or debentures, authorized by this act to be issued, shall, without any formal conveyance, and without any registration, be a first preferential charge on the said railway, and the franchise, tolls, rents, revenues and other property of the Company, now owned or possessed, or hereafter owned or possessed by it, but with respect to the said bonds or debentures such rents and revenues shall be subject, in the first instance, to the payment of any penalty imposed for non-compliance with the requirements of The Railway Act, respecting returns to be made to the Minister, and next, to the payment of the working expenditure of the railway.

Bonds to be
in satisfac-
tion of exist-
ing bonds.

3. The corporation of the City of London shall accept and receive the mortgage bonds or debentures, in section 1 of this act mentioned, in full satisfaction and discharge of the mortgage bonds and debentures mentioned in the preamble to this act, and of all interest thereon, and shall, upon receipt of the mortgage bonds or debentures to be issued and delivered to them, as aforesaid, cancel and deliver up to the Company all the said mortgage bonds or debentures now held by them, as aforesaid.

Rights of
bondholders.

4. At the next, and at all subsequent general annual meetings and at all other meetings of the Company, the holders of the mortgage bonds or debentures of the Company shall have and possess the same rights, privileges and qualifications for acting and voting as shareholders, and for being elected and acting as directors, as appertain to the shareholders of the Company, and each one hundred dollars of the amount of any mortgage bond or debenture shall be computed for such purpose as one share of the capital stock of the Company, and shall, for the purposes of any leasing or traffic arrangements,

or union, junction or amalgamation with any other railway company, be reckoned and computed as subscribed capital stock of the Company.

5. Nothing herein contained shall impair the lease from the Company to the Lake Erie and Detroit River Railway Company, bearing date the first day of December, one thousand eight hundred and ninety-three, or the rights of the last mentioned company thereunder, or the rights of the corporation of the City of London to receive the rents payable under the said lease, as they are now entitled to receive the same, and the said rents shall continue to be paid in accordance with the provisions of the said lease, and shall be applied, when received, in payment of the said mortgage bonds or debentures authorized to be issued by this act.

Existing rights not affected

6. The Mayor and any member of the municipal council of the corporation of the City of London, any officer of the said corporation, and any person nominated by the said municipal council for the office of director of the Company, shall be eligible for election as, and to be, a director of the Company, although he may not be a shareholder or bond or debenture holder.

Nominee of City of London eligible as a director.

7. The Company shall not borrow any further sum on the security of its lands, rents, tolls or other property, or any part thereof, until the mortgage bonds or debentures authorized by this act to be issued shall have been fully paid, together with all interest thereon.

No further sum may be borrowed.

8. The Company shall not issue or allot any share of its capital stock in excess of the sum of four hundred and forty-one thousand five hundred dollars, the amount of the stock already issued and allotted, until the whole of the said mortgage bonds or debentures shall have been paid off, together with interest thereon.

Further unissued capital not to be issued until bonds paid.

9. No union, junction or amalgamation of the Company with any other railway company, and no sale to any other railway company of the railway of the Company, shall take place or be made without the consent of shareholders representing or owning at least two-thirds of the subscribed capital stock of the Company.

Amalgamation with other companies restricted.

Traffic arrangements restricted.

10. The powers of leasing or making traffic arrangements which are or may be conferred by The Railway Act, or by any other General Railway Act now, or hereafter, in force, shall not be exercised by the Company without the consent of shareholders representing or owning at least two-thirds of the subscribed capital stock of the Company.

Rights of bond holders in certain cases.

11. For the purposes of sections 9 and 10 of this act the mortgage bonds or debentures of the Company shall be deemed stock, and the holders of such bonds or debentures shall be deemed shareholders of the Company.

Confirmation of certain conveyances of lands.

12. The conveyance by way of exchange of lands in the City of London, Ontario, made respectively by the Grand Trunk Railway Company of Canada to the London and Port Stanley Railway Company, dated the fourth day of June, one thousand nine hundred and three, and registered in the registry office for the City of London, on the eighth day of June, one thousand nine hundred and three, in Book No. 25, East Division, as number 11900, and by the London and Port Stanley Railway Company and the Lake Erie and Detroit River Railway Company to the Grand Trunk Railway Company of Canada, dated the twenty-second day of May, one thousand nine hundred and three, and registered in the registry office for the said City of London, on the eighth day of June, one thousand nine hundred and three, in Book No. 25, East Division, as number 11901, are hereby validated and confirmed in all respects; and it is hereby declared that the lands so conveyed to the London and Port Stanley Railway Company are vested in the said Company freed and discharged from all claims, charges and encumbrances which prior to the said eighth day of June, one thousand nine hundred and three, had been created thereon by the Grand Trunk Railway Company of Canada or those from whom they claim title, and that the lands so conveyed to the Grand Trunk Railway Company of Canada are vested in the said Company freed and discharged from all claims, charges and encumbrances which prior to the eighth day of June, one thousand nine hundred and three, had been created thereon by the London and Port Stanley Railway Company and the Lake Erie and Detroit River Railway Company, or either of them, or by any persons through whom they or either of them claim title thereto.

CHAP. LXXII.

AN ACT TO INCORPORATE THE LONDON AND SOUTH-EASTERN RAILWAY COMPANY.

(Assented to 25th March, 1886)

WHEREAS it is of vital importance to the City of London Preamble. that a railway should be constructed from some point in said city to Springfield or some point on the Canada Southern Railway east of St. Thomas, intersecting the Credit Valley Railway at or near Belmont, or from some point in the City of London to Kingsmill, or some other point on the Canada Southern Railway east of St. Thomas, intersecting the Credit Valley Railway at or near Belmont, and thence to some point on the Grand Trunk Railway at or near Aylmer in the County of Elgin; and whereas Charles S. Hyman, John Labatt, John Campbell, T. McCormick, J. W. Little, Benjamin Cronyn, M. Masuret, W. J. Reid, Charles Murray, John Marshall, C. B. Hunt, J. D. Saunby, J. B. Laing, John Bland and others, have petitioned that an Act may be passed authorizing the construction of the said railway; and whereas it is expedient to grant the prayer of the said petition;

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. Chas. S. Hyman, John Labatt, John Campbell, T. McCormick, J. W. Little, Benjamin Cronyn, M. Masuret, W. J. Reid, Charles Murray, John Marshall, C. B. Hunt, J. D. Saunby, J. B. Laing and John Bland, with such other persons and corporations as shall in pursuance of this act become shareholders in the company hereby incorporated, shall be and are hereby constituted a body corporate and politic by and under the name of "The London and South-Eastern Railway Company." Incorporation.

Location
of line.

2. The said company shall have full power and authority under this act to construct a railway from some point in the City of London to Springfield, or some point on the Canada Southern Railway east of St. Thomas, intersecting the Credit Valley Railway at or near Belmont, or from some point in the City of London to Kingsmill, or some point on the Canada Southern Railway east of St. Thomas, intersecting the Credit Valley Railway at or near Belmont, and thence to some point on the Grand Trunk Railway at or near Aylmer in the County of Elgin.

Gauge.

3. The gauge of the said railway shall be four feet eight and one-half inches.

Provisional
Directors.
Quorum.

4. The persons named in section 1 of this act, with power to add to their number, shall be and are hereby constituted a board of provisional directors of the said company, of whom a majority shall be a quorum, and shall hold office as such until the first election of directors under this act.

Powers of
Provisional
Directors.

5. The said board of provisional directors shall have power forthwith to open stock-books, and procure subscriptions of stock for the undertaking, and to allot the stock, and to receive payments on account of stock subscribed, and to make calls upon subscribers in respect to their stock, and to sue for and recover the same; and to cause plans and surveys to be made, and to receive for the company any grant, aid, bonus or gift made to it, or in aid of the undertaking, and to enter into any agreement respecting the conditions or disposition of any gift or bonus in aid of the railway, and with all such other powers as, under The Railway Act of Ontario, are vested in ordinary directors; the said directors or a majority of them, or the board of directors to be elected as hereinafter mentioned may, in their discretion, exclude any one from subscribing for stock who, in their judgment, would hinder, delay or prevent the company from proceeding with and completing their undertaking under the provisions of this act; and if at any time a portion or more than the whole stock shall have been subscribed, the said provisional directors, or board of directors, shall allocate and apportion it amongst the subscribers as they shall deem most advantageous and conducive to the furtherance of the undertaking; and in such allocation the said directors may, in their discretion, exclude any one or more of the said subscribers if, in their judgment,

such exclusion will best secure the building of the said railway; and all meetings of the provisional board of directors shall be ^{Meetings.} held at the City of London, or at such other place as may best suit the interest of the said company.

6. Conveyances of lands to the said company for the purposes of and powers given by this act, made in the form set forth in Schedule A hereunder written, or to the like effect, shall be sufficient conveyance to the said Company, their successors and assigns, of the estate or interest therein mentioned, and sufficient bar of dower, respectively, of all persons executing the same; and such conveyances shall be registered in such manner and upon such proof of execution as is required under the Registry Laws of Ontario; and no registrar shall be entitled to demand more than seventy-five cents for registering the same, including all entries and certificates thereof, and certificates indorsed on the duplicates thereof. ^{Form of conveyance.}

7. No subscription for stock in the capital of the company shall be binding on the said company unless it shall be approved by resolution of the directors, nor unless ten per centum of the amount subscribed has been actually paid thereon within one month after subscription. ^{When subscription for stock to bind company.}

8. The said company may receive, either from any government, or from any persons or bodies corporate, municipal or politic, who may have power to make or grant the same, aid towards the construction, equipment and maintenance of the said railway by way of gift, bonus or loan of money, or debentures or other security for money, or by way of guarantee, upon such terms and conditions as may be agreed upon. ^{Bonuses, etc., to company.}

9. The capital of the company hereby incorporated shall be \$300,000 (with power to increase the same in the manner provided by The Railway Act of Ontario), to be divided into three thousand shares of \$100 each, and shall be raised by the persons and corporations who may become shareholders in such company; and the money so raised shall be applied, in the first place, to the payment of all fees, expenses and disbursements of and incidental to the passing of this act, and for making the surveys, plan and estimates connected with the works hereby authorized; and the remainder of said money shall be applied to the making, equipping, completing and ^{paid in stock.}

Municipal
aid for
preliminary
expenses.

maintaining of the said railway, and to the other purposes of this act; and until such preliminary expenses shall be paid out of such capital stock, the municipal council of any municipality in or near the line of such works may, by resolution, of which seven days' previous notice shall have been given and passed by a majority of the said municipal council, authorize the treasurer of such municipality to pay out of the general funds of such municipality its fair proportion of such preliminary expenses which shall thereafter, if such municipality shall so require, be refunded to such municipality from the capital stock of the said company, or be allowed to it in payment of stock.

First meet-
ing for
election of
directors.

10. When and as soon as shares to the amount of \$30,000 in the capital stock of the said company shall have been subscribed, and ten per centum paid thereon into some chartered bank of the Dominion having an office in the Province of Ontario, to the credit of the company, and which shall on no account be withdrawn therefrom, unless for the services of the Company, the said provisional directors or a majority of them shall call a general meeting of the shareholders, for the purpose of electing directors of the said company, giving at least four weeks' notice by advertisement in the Ontario Gazette, and in one or more newspapers published in the City of London, in the said County of Middlesex, of the time, place and purpose of said meeting.

Election of
directors.
Quorum

11. At such general meeting the shareholders present, who shall have paid up ten per centum on their shares, with such proxies as may be present, shall elect not less than five, and not more than seven persons as hereinafter mentioned, to be directors of the said company (of whom a majority shall be a quorum), and may also pass such rules, regulations and by-laws as may be deemed expedient, provided they be not inconsistent with this act and The Railway Act of Ontario.

Qualification
of directors

12. No person shall be qualified to be elected as such director by the shareholders unless he is a shareholder holding at least ten shares of stock in the said company, and unless he has paid up all calls thereon.

Calls on
stock

13. The directors may from time to time make calls as they shall think fit, provided that no calls shall be made at any one time of more than ten per centum of the amount subscribed by each shareholder, and thirty days' notice shall be given of each call as provided in section 10 of this act.

14. The provisional directors or the elected directors may pay, or agree to pay, in paid up stock, or in the bonds of the said company, such sums as they may deem expedient to engineers or contractors, or for right of way, material, plant or rolling stock, and also, when sanctioned by a vote of the shareholders at any general meeting, for the services of the promoters or other persons who may be employed by the directors in furthering the undertaking, or for the purchase of right of way, material, plant, or rolling stock, whether such promoters or other persons be provisional or elected directors or not; and any agreement so made shall be binding on the company.

Payment of certain expenses authorized.

15. Thereafter the general annual meeting of the shareholders of the said company shall be held in such place in the City of London, or in such other place and on such days and at such hours as may be directed by the by-laws of the Company; and public notice thereof shall be given at least four weeks previously in the Ontario Gazette and once a week in one newspaper published in the City of London during the four weeks preceding the week in which such meeting is to be held.

Annual meeting.

16. Special general meetings of the shareholders of said company may be held at such place and at such times and in such manner and for such purposes as may be provided by the by-laws of said company, upon such notice as is provided in the last preceding section.

Special meetings

17. Any municipality, or any portion of a township municipality, which may be interested in securing the construction of the said railway, or through any part of which or near which the railway or works of the said company shall pass or be situate, may aid the said company, by giving money or debentures, by way of bonus, gift or loan, or by the guarantee of the municipal corporation, under and subject to the provisions hereinafter contained; Provided always, that such aid shall not be given except after the passing of a by-law for the purpose, and the adoption of such by-law by the qualified ratepayers of the municipality or portion of municipality (as the case may be), in accordance with and as provided by law in respect to granting aid by way of bonuses to railways.

Aid from municipalities.

Provido.

18. Such by-law shall be submitted by the municipal council to the vote of the ratepayers in manner following, namely:

Provisions as to bonus by-laws.

LONDON AND PORT STANLEY RAILWAY.

(1.) The proper petition shall first be presented to the council expressing the desire to aid the railway and stating in what way and for what amount, and the council shall, within six weeks after the receipt of such petition by the clerk of the municipality, introduce a by-law to the effect petitioned for, and submit the same for the approval of the qualified voters;

(2.) In the case of a county municipality, the petition shall be that of a majority of the reeves and deputy-reeves, or of fifty resident freeholders, in each of the minor municipalities of the county who are qualified voters under The Consolidated Municipal Act, 1883;

(3.) In the case of other municipalities the petition shall be that of a majority of the council thereof, or of fifty resident freeholders, being duly qualified voters under The Consolidated Municipal Act, 1883, as aforesaid;

(4.) In the case of a section of a township municipality, the petition is to be presented to the council, defining the section by metes and bounds, or lots and concessions, and shall be that of a majority of the council of such township municipality or of fifty resident freeholders in such section of the municipality, being duly qualified voters as aforesaid.

By-law,
what to
contain.

19. Such by-law shall in each instance provide: (1) For raising the amount petitioned for in the municipality or portion of the township municipality (as the case may be) mentioned in the petition, by the issue of debentures of the county or minor municipality respectively, and shall also provide for the delivery of the said debentures, or the application of the amount to be raised thereby as may be expressed in the said by-law; (2) For assessing and levying upon all ratable property lying within the municipality or portion of the township municipality defined in said by-law (as the case may be) an annual special rate sufficient to include a sinking fund for the repayment of the said debentures within twenty years, with interest thereon, payable yearly or half yearly, which debentures the respective municipal councils, wardens, mayors, reeves and other officers thereof are hereby authorized to execute and issue in such cases respectively.

Provisions
for referring
to arbitra-
tion disputes

20. In case of any petition in a county municipality, fifty resident freeholders of the county may petition the county council

against submitting the said by-law upon the ground that certain minor municipalities or portions thereof comprised in the said by-law would be injuriously affected thereby, or upon any other ground ought not to be included therein, and upon deposit by the petitioners with the treasurer of the county of a sum sufficient to defray the expense of such reference, the said council shall forthwith refer the said petition to three arbitrators, one being the judge of the county court, one being the registrar of the county or of the riding in which the county town is situate, and one being an engineer appointed by the Commissioner of Public Works for Ontario, who shall have power to confirm or amend the said by-law by excluding any minor municipality or any section thereof therefrom, and the decision of any two of them shall be final, and the by-law so confirmed or amended shall thereupon at the option of the railway company, be submitted by the council to the duly qualified voters, and in case the by-law is confirmed by the arbitrators the expense of the reference shall be borne by the petitioners against the same; but if amended, then by the railway company, or the county as the arbitrators may order.

21. The term "minor municipality" shall be construed to mean any town not separated from the municipal county, township or incorporated village situate in the county municipality.

22. Before any such by-law is submitted the railway company shall, if required, deposit with the treasurer of the municipality a sum sufficient to pay the expenses to be incurred in submitting said by-law.

23. In case the by-law submitted be approved of and carried, in accordance with the provisions of the law in that behalf, then within four weeks after the date of such voting the municipal council which submitted the same shall read the said by-law a third time and pass the same.

24. Within one month after the passing of such by-law, the said council and the mayor, warden, reeve, or other head, or other officers thereof, shall issue the debentures provided for by the by-law and deliver the same duly executed to the trustees appointed or to be appointed, under this act.

Levying rate on portion of municipality.

25. In case any such loan, guarantee or bonus be so granted by a portion of a township municipality the rate to be levied for payment of the debentures issued therefor, and the interest thereon, shall be assessed and levied upon such portion only of such municipality.

Application of Municipal Act as to by-laws.

26. The provisions of The Consolidated Municipal Act, 1883, and the amendments thereto so far as the same are not inconsistent with this act, shall apply to any by-law so passed by or for a portion of a township municipality, to the same extent as if the same had been passed by or for the whole municipality.

Extension of time for commencement.

27. The councils for all corporations that may grant aid by the way of bonus to the said company may, by resolution or by-law, extend the time for the commencement of the work beyond that stipulated for in the by-law or by-laws granting such aid from time to time; provided that no such extension shall be for a longer period than one year.

Extension of time for completion.

28. It shall and may be lawful for the council of any municipality that may grant aid by way of bonus to the said company, by resolution or by-law, to extend the time for the completion of the works (on the completion of which the said company would be entitled to such bonus) from time to time; provided that no such extension shall be for a longer period than one year at a time.

Rate not exceeding three cents in the dollar valid.

29. Any municipality or portion of a township municipality interested in the construction of the road of the said company may grant aid by way of bonus to the said company towards the construction of such road, notwithstanding that such aid may increase the municipal taxation of such municipality or portion thereof beyond what is allowed by law; provided that such aid shall not require the levying of a greater aggregate annual rate for all purposes, exclusive of school rates, than three cents in the dollar upon the value of the ratable property therein.

Proviso.

Grants of lands.

30. Any municipality through which the said railway may pass, is empowered to grant by way of gift to the said Company, any lands belonging to such municipality or over which it may have control, which may be required for right of way, station grounds or other purposes connected with the running

or traffic of the said railway; and the said Railway Company shall have power to accept gifts of land from any government, or any person or body politic or corporate, and shall have power to sell or otherwise dispose of the same for the benefit of the said company.

31. Whenever it shall be necessary for the purpose of producing sufficient land for stations, or gravel pits, or for constructing, maintaining and using the said railway, and in case, by purchasing the whole of any lot or parcel of land over which the railway is to run, the company can obtain the same at a more reasonable price, or to greater advantage than by purchasing the railway line only, the company may purchase, hold, use and enjoy such lands, and also the right of way thereto, if the same be separated from their railway, and may sell and convey the same or any part thereof from time to time as they may deem expedient; but the compulsory clauses of The Railway Act of Ontario shall not apply to this section

Acquiring
lands for
stations,
gravel pits,
etc.

32. When stone, gravel, earth or sand is or are required for the construction or maintenance of said railway or any part thereof, the company may, in case they cannot agree with the owner of the lands on which the same are situate for the purchase thereof, cause a provincial land surveyor to make a map and description of the property so required, and they shall serve a copy thereof, with their notice of arbitration, as in case of acquiring the roadway, and the notice of arbitration, the award and the tender of the compensation shall have the same effect as in case of arbitration for the roadway; and all the provision of The Railway Act of Ontario, and of this Act, as to the service of the said notice, arbitration, compensation, deeds, payment of money into court, the right to sell, the right to convey, and the parties from whom the lands may be taken, or who may sell, shall apply to the subject matter of this section as to the obtaining materials as aforesaid; and such proceedings may be had by the said company either for the right to the fee simple in the land from which said materials shall be taken, or for the right to take materials for any time they shall think necessary; the notice of arbitration, in case arbitration is resorted to, to state the interest required.

Acquiring
gravel, etc.,
for con-
struction
and main-
tenance of
railway

33. (1) When said gravel, stone, earth or sand shall be taken under the preceding section of this Act, at a distance

Sidings to
gravel pits,
etc.

from the line of the railway, the company may lay down the necessary sidings and tracks over any lands which may intervene between the railway and the lands on which said material shall be found, whatever the distance may be; and all the provisions of The Railway Act of Ontario and of this Act, except such as relate to filing plans and publication of notice, shall apply and may be used and exercised to obtain the right of way from the railway to the land on which such materials are situated; and such right may be so acquired for a term of years, or permanently as the company may think proper; and the powers in this and the preceding section may at all times be exercised and used in all respects after the railway is constructed for the purpose of repairing and maintaining the said railway.

(2) When estimating the damages for the taking of gravel, stone, earth or sand, sub-section 8 of section 20 of The Railway Act of Ontario shall not apply.

Trustees of
debentures.

34. Whenever any municipality or portion of a township municipality shall grant aid by way of bonus or gift to the railway company, the debentures therefor shall within six months after the passing of the by-law authorizing the same be delivered to three trustees to be named, one by the Lieutenant-Governor-in-Council, one by the said company, and one by the majority of the heads of the municipalities which have granted bonuses, all of the trustees to be residents of the Province of Ontario; provided that if the said heads of the municipalities shall refuse or neglect to name such trustee within one month after notice in writing of the appointment of the Company's trustee, or if the Lieutenant-Governor-in-Council shall omit to name such trustee within one month after notice in writing to him of the appointment of the other trustees, then in either case the company shall be at liberty to name such other trustee or other trustees. Any of the said trustees may be removed and a new trustee appointed in his place at any time by the Lieutenant-Governor-in-Council, and in case any trustee dies or resigns his trust, or goes to live out of the Province of Ontario, or otherwise becomes incapable to act, his trusteeship shall become vacant and a new trustee may be appointed by the Lieutenant-Governor in Council.

35. The said trustees shall receive the said debentures ^{OR TRUSTS OF} bonds in trust, firstly, under the directions of the company ^{PROCEEDS OF} but subject to the conditions of the by-law in relation thereto debentures, as to time or manner, to convert the same into money or otherwise dispose of them; secondly, to deposit the debentures or amount realized from the sale in some chartered bank having an office in the Province of Ontario, in the name of "The London and South-Eastern Railway Municipal Trust Account," and to pay the same out to the said company from time to time as the said company becomes entitled thereto under the conditions of the by-law granting the said bonds, and on the certificate of the chief engineer of the said railway for the time being, in the form set out in Schedule B, hereto, or to the like effect, which certificate shall set forth that the conditions of the by law have been complied with, and is to be attached to the cheque or order drawn by the said trustees for such payment or delivery of debentures, and such engineer shall not wrongfully grant any such certificate under a penalty of \$500, recoverable in any court of competent jurisdiction by any person who may sue therefor.

36. The trustees shall be entitled to their reasonable fees ^{FEES TO} and charges from said trust fund, and the act of any two of trustees. such trustees shall be as valid and binding as if three had agreed.

37. The directors of the said company, after the sanction ^{BONDS.} of the shareholders shall have first been obtained at any special general meeting to be called from time to time for such purpose, shall have power to issue bonds, made and signed by the president of the said company and countersigned by the secretary, and under the seal of the said company, for the purpose of raising money for prosecuting the said undertaking; and such bonds shall, without registration or formal conveyance, be taken and considered to be the first and preferential claims and charges upon the undertaking and the real property of the company, including its rolling stock and equipments then existing, and at any time thereafter acquired; and each holder of the said bonds shall be deemed to be a mortgagee and encumbrancer, pro rata, with all the other holders thereof, upon the undertaking and property of the company as aforesaid; provided, however, that the whole ^{PROVISO.} amount of such issue of bonds shall not exceed in all the sum of \$10,000 per mile; and provided that in the event at any time ^{PROVISO.}

of the interest upon the said bonds remaining unpaid and owing, then, at the next ensuing general annual meeting of the said company, all holders of bonds shall have and possess the same rights, privileges and qualifications for directors and for voting as are attached to shareholders, provided further, that the bonds and any transfers thereof shall have been first registered in the same manner as is provided for the registration of shares, and it shall be the duty of the secretary of the company to register the same on being required to do so by any holder thereof.

Proviso.

Form of bonds.

38. All such bonds, debentures, and other securities and coupons and interest warrants thereon respectively may be made payable to bearer and transferable by delivery, and any holder of any such securities so made payable to bearer may sue at law thereon in his own name.

Bills and notes.

39. The said company shall have power and authority to become parties to promissory notes, and bills of exchange for sums of not less than \$100, and any such promissory note or bill made, accepted, or indorsed by the president or vice-president of the company and countersigned by the secretary of the said company and under the authority of a quorum of the directors, shall be binding on the said company, and every such promissory note or bill of exchange so made shall be presumed to have been made with proper authority until the contrary be shown, and in no case shall it be necessary to have the seal of the said company affixed to such promissory note or bill of exchange, nor shall the president, vice-president or the secretary be individually responsible for the same unless the said promissory notes or bills of exchange have been issued without the sanction and authority of the directors as herein provided and enacted; provided, however, that nothing in this section shall be construed to authorize the said company to issue any promissory note or bill of exchange payable to bearer, or intended to be circulated as money, or as the notes or bills of a bank.

Proviso.

Mortgaging bonds for advances.

40. The said company may from time to time, for advances of money to be made thereon, mortgage or pledge any bonds which they may be enabled, under the powers of this Act, to issue for the construction of the said railway.

Agreements for use of rolling stock, etc.

41. It shall be lawful for the directors of the company to enter into agreement with any company or companies, if lawfully authorized to enter into such an agreement, person or

persons, for the leasing, hiring, or use of any locomotives, carriages, rolling stock and other movable property from such companies or persons, for such time or times, and on such terms as may be agreed on, and also to enter into agreement with any railway company or companies, if so lawfully authorized, for the use by one or more of such contracting companies of the locomotives, carriages, rolling stock and other movable property of the other or others of them, on such terms as to compensation and otherwise as may be agreed upon.

42. It shall be lawful for the company to enter into any agreement with the West Ontario Pacific Railway Company, the Credit Valley Railway Company, the Canadian Pacific Railway Company, the Canada Southern Railway Company, or the London and Port Stanley Railway Company, if lawfully empowered to enter into such agreement, for the construction, leasing, or working of the said railway, or any part thereof, or for running powers over the same, on such terms and conditions as the directors of the several contracting companies may agree on, or for leasing and hiring from such other contracting company any portion of their railway, or the use thereof, and generally to make any agreement or agreements with either of the said companies if so lawfully authorized, touching the use by one or the other or by both companies of the railway, or the rolling stock of either or both, or any part thereof, or touching any service to be rendered by the one company to the other, and the compensation therefor, and any such agreement shall be valid and binding according to the terms and tenor thereof, and the company leasing or entering into such agreement for using the said line may and is hereby authorized to work the said railway, in the same manner and in all respects as if incorporated with its own line, and to exercise, so far as the same are applicable, all the rights, powers, and privileges by this Act conferred; provided, that every such lease or agreement shall be first sanctioned at a special general meeting called for the purpose of considering the same, according to the by-laws of the company and the provisions of this Act, by the vote of two-thirds in value of the shareholders present in person or by proxy at such meeting, but this section shall not be construed as purporting or intending to confer rights or powers upon any company which is not within the legislative authority of this Province.

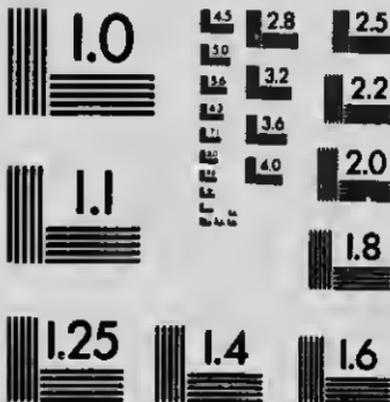
Agreements
with other
companies.

Proviso.



MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



APPLIED IMAGE Inc

1653 East Main Street
Rochester, New York 14609 USA
(716) 482 - 0300 - Phone
(716) 286 - 5989 - Fax

Telegraph lines.

43. The said company may also construct an electric telegraph line in connection with their railway, and for the purpose of constructing, working and protecting, the said telegraph line the powers conferred upon telegraph companies by The Act respecting Electric Telegraph companies (being chapter 151 of the Revised Statutes of Ontario) are hereby conferred upon the said company.

Aliens may be shareholders and directors.

44. Aliens and companies incorporated abroad, as well as British subjects and corporations, may be shareholders in the said company, and all such shareholders, whether resident in this Province or elsewhere, shall be entitled to vote on their shares equally with British subjects, and shall also be eligible to office as directors in the said company.

Transfer of shares.

45. Shares in the capital stock of the said company may be transferred by any form of instrument in writing, but no transfer shall become effectual unless the stock or scrip certificates issued in respect of shares intended to be transferred are surrendered to the company, or the surrender thereof dispensed with by the company.

Power to erect warehouses.

46. The company shall have full power to purchase land for and erect warehouses, elevators, stations, workshops and offices, and to sell and convey such land as may be found superfluous for any such purpose.

Collection of back charges.

47. The said company shall have power to collect and receive all charges subject to which goods or commodities may come into their possession, and on payment of such back charges, and without any formal transfer, shall have the same lien for the amount thereof upon such goods and commodities as the person to whom such charges were originally due, and shall be subrogated by such payment in all the rights and remedies of such persons for such charges.

Corporation of the City of London authorized to borrow \$75,000, notwithstanding 35 Vic. cap. 75, s. 7.

48. Notwithstanding the provisions of section 7 of the Act passed in the 35th year of Her Majesty's reign, chaptered 75, and intituled An Act respecting the debt of the City of London, or of any other Act, it shall be lawful for the Municipal Council of the Corporation of the City of London to pass a by-law for borrowing upon the credit of the said corporation a sum not exceeding \$75,000, and granting the said sum as a bonus or loan, or part bonus and part loan, to said railway company.

49. The said corporation may issue debentures under the corporate seal, signed by the Mayor and countersigned by the Treasurer of the said city, for the time being, for such sums as shall be authorized by any by-law or by-laws passed under the authority of this Act as hereinbefore mentioned, and not exceeding in the whole the said sum of \$75,000, and the principal sum secured by such debentures and the interest accruing thereon, may be made payable in sterling money of Great Britain or in such other currency as may seem best, and in this Province or in Great Britain or elsewhere as to the said council may seem expedient.

Power in said corporation to issue debentures to an amount not exceeding \$75,000.

50. The debentures to be issued as aforesaid shall be made payable not less than twenty nor more than thirty years from the date thereof as the said council may direct, and the interest thereon at a rate not exceeding six per cent. per annum may be made payable yearly or half-yearly, and coupons for the payment thereof may be attached to the said debentures.

Time debentures to be payable and rate of interest.

51. No irregularity in the form of the said debentures or of the by-law or by-laws authorizing the issue thereof shall render the same invalid or be allowed as a defence to any action brought against the said corporation for the recovery of the amount of the said debentures and interest, or any or either of them or any part thereof.

Irregularities not to invalidate debentures.

52. The by-law provided for by this act shall not require to be submitted to or to receive the assent of the electors of the said city before the final passing thereof, but the other provisions of The Consolidated Municipal Act, 1883, shall apply thereto.

Assent of electors not required.

53. If the corporation of the City of London shall, under the powers conferred by this act, lend to the said company the said sum of \$75,000, or any part thereof, it may take security therefor upon the undertaking and the real and personal property of the company, of such part thereof as may be agreed on; and such security shall have priority over the bonds of the company hereby authorized to be issued.

Corporation may take security from company.

54. All property owned, used or occupied by the Grand Trunk Railway Company of Canada for the purposes of their railway, shall not, nor shall any part thereof be assessed or charged for, or in respect of any bonus, loan or aid, granted to

Exemption of property of G. T. R. from assessment for bonus.

the company hereby incorporated under the authority of this act, and all such property so owned, used or occupied by the said, the Grand Trunk Railway Company of Canada, shall be exempt from taxation for, or on account of any bonus, loan or aid so granted.

Application
of revenue
derived from
loan.

55. In case the aid be given by making a loan under the authority of this act, and any interest, income or other revenue shall be received by the municipality granting such aid, in respect or by reason of such loan, such interest, income or other revenue shall in each year during the currency of the debentures issued by such municipality under the authority of this act, be applied in reduction of the annual sums required to be raised in such year, to pay the interest of and provide a sinking fund to meet such debentures, and the exemption provided for by the next preceding section shall extend to so much of the said annual sums as shall not be satisfied by the application of such interest, income or other revenue.

Act to be
void in cer-
tain events.

56. If at any time within three months after the passing of this act an agreement shall be come to between the Canada Southern Railway Company, the London and Port Stanley Railway Company, and the Grand Trunk Railway Company of Canada, with the approval of the Municipal Council of the Corporation of the City of London, respecting the use and working of the London and Port Stanley Railway, or that part of it lying north of the City of St. Thomas, and a certificate that such agreement has been made, signed by the mayor of the said City of London, and under its corporate seal, shall, within the said period, be filed in the office of the Secretary of this Province, then and in that case this act shall be null and void and not to be acted on as to the whole of the railway hereby authorized to be constructed, except so much thereof as lies between some point in the said City of London at or near the line of the London and Port Stanley Railway, and such other point or points in the said City of London as the said company may select as the termini of its line.

Commence-
ment and
completion
of railway.

57. The said railway shall be commenced within three years and completed within seven years from the passing of this act.

CHAP. LVII.

**AN ACT TO AUTHORIZE THE CITY OF LONDON TO
AID THE LONDON AND SOUTH-EASTERN
RAILWAY COMPANY AND OTHER
RAILWAYS.**

(Assented to 25th March, 1886.)

WHEREAS the Municipal Council of the Corporation of Preamble.
the City of London has presented its petition setting
forth that the said municipal council has submitted to the vote
of the qualified electors of the said City of London, a by-law to
authorize the said council to grant to the London and South-
Eastern Railway Company a bonus not exceeding the sum of
\$75,000, on certain conditions in the said by-law set forth, and
such other conditions as to the said council may seem meet;
that the said by-law has received the assent of a large majority
of the said electors, and that doubts exist as to the validity of
the said by-law and the power of the said municipal council to
pass the same without legislative authority, and that the said
municipal council is desirous of aiding other railways for the
purpose of affording additional traffic facilities, for the use of
the said city and the surrounding country, to the amount of
not more than \$150,000, and have prayed for the passing of an
act to enable the said council to pass the necessary by-laws for
the purposes aforesaid, and it is expedient to grant the prayer
of the said petition;

Therefore Her Majesty, by and with the advice and con-
sent of the Legislative Assembly of the Province of Ontario,
enacts as follows:

1. It shall be lawful for the corporation of the City of Lon-
don, notwithstanding the provisions of section 7 of the act Corporation
of City of
London
authorized
to grant
bonus of
\$75,000.
passed in the 35th year of Her Majesty's reign, intituled, An
Act respecting the Debt of the City of London, or any other

act or law to aid the London and South-Eastern Railway Company, by granting to it a bonus, or loan, or part bonus and part loan, not exceeding \$75,000 in the whole and for the said municipal council to pass a by-law for granting such aid.

Assent of electors not required.

2. It shall not be necessary to submit the said by law for the assent of the electors according to the provisions of The Consolidated Municipal Act, 1883, and amendments thereto.

By-law may provide for terms of payment of debentures.

3. The said by-law may provide for the issue of debentures for the amount of the money aid which may be granted as aforesaid, and such debenture may be made payable at such period not exceeding thirty years from the date thereof as may be deemed expedient, and may bear interest at such rate not exceeding six per centum per annum, as the said municipal council shall think fit, and the interest may be made payable yearly or half-yearly, and coupons for the payment thereof may be attached to the said debentures.

Debentures may be payable in sterling or currency.

4. The said debentures and the interest thereof, may be made payable in sterling money of Great Britain or currency of any country, and may be made payable in Ontario, Great Britain or elsewhere.

Power to grant aid to companies.

5. The said corporation may also, notwithstanding the provisions of the said in part recited acts, or any other act or law, aid any other railway company or companies hereafter to be constructed, whose line of railway leads to or touches the said City of London, by granting to such company or companies such bonus, loan or aid, not exceeding in the whole \$150,000, as to the said corporation may seem meet.

Power to make grant under sec. 5 limited.

6. In the event of the powers conferred by section 1 of this act being exercised, the said sum of \$150,000 shall be reduced by such sum, as shall be granted by way of bonus or loan under the authority of said section 1.

Application of sec. 3.

7. Section 3 of this act shall apply to all by-laws passed under the authority of this act.

Application of sec. 4.

8. Section 4 of this act shall apply to all debentures issued under the authority of this act.

By-laws to conform to Municipal Act.

9. Every by-law passed under the authority of section 5 shall be passed in conformity with the provisions of The Consolidated Municipal Act, 1883, and amendments thereto.

10. All property owned, used or occupied by the Grand Trunk Railway Company of Canada, for the purposes of their railway shall not, nor shall any part thereof be assessed or charged for or in respect to any bonus, loan or aid so granted, and all such property so owned, used or occupied by the said Grand Trunk Railway Company of Canada shall be exempt from taxation for or on account of any bonus, loan or aid so granted.

Exemption of property of G. T. R. from assessment for any bonus granted under this act.

11. In case the aid be given by making a loan under the authority of this act, and any interest, income or other revenue shall be received by the said corporation, in respect or by reason of such loan, such interest, income, or other revenue, shall in each year, during the currency of the debentures issued under the authority of this act, be applied in reduction of the annual sums required to be raised in such year to pay the interest of and provide a sinking fund to meet such debentures; and the exemption provided for by the next preceding section shall extend to so much of the said annual sums as shall not be satisfied by the application of such interest, income or other revenue.

Limit of exemption.

BY-LAW No. 325.

TO AID THE LONDON AND SOUTH-EASTERN RAILWAY COMPANY BY GRANTING TO IT A LOAN OF SEVENTY-FIVE THOUSAND DOLLARS ON CERTAIN CONDITIONS.

Desirable
to grant
\$75,000.00
to
L. and S. E.
Ry.

WHEREAS it is desirable to aid the London and South-Eastern Railway Company by granting to it on the conditions hereinafter mentioned a loan of Seventy-Five Thousand Dollars and the Municipal Council of the Corporation of the City of London has determined to grant the said loan on the said conditions.

And whereas the total amount of the debt intended to be created by this by-law is the sum of Seventy-five Thousand Dollars;

Int. and S.
F. to meet
debenture.

And whereas it will require the sum of \$3,375 to be raised annually during the currency of such debentures to pay the interest of the debentures to be issued therefor, and the sum of \$1,128.90 to be raised annually during the same period to meet the principal of the said debentures when due;

And whereas the amount of the whole ratable property of the municipality is the sum of \$12,537,516.00 according to the last revised Assessment Roll, therefor;

And whereas the amount of the existing debenture debt of the said municipality is the sum of \$1,742,523 $\frac{47}{100}$. no part whereof or the interest whereof is in arrear;

Be it therefore enacted by the said Municipal Council:

Corporation
may grant
\$75,000.00.

1. That it shall and may be lawful for the said corporation to aid the said railway by granting to it by way of loan the sum of seventy-five thousand dollars on the conditions hereinafter mentioned.

Debentures
may be
issued.

2. That the Mayor be and he is hereby required to cause any number of debentures to be made not less than one hundred dollars each and amounting in the whole to the sum of

seventy-five thousand dollars, which debentures shall be sealed with the corporate seal of the said city and shall be countersigned by the Treasurer.

3. That the said debentures shall be made payable in thirty years from the date thereof at the office of the Treasurer of the said city and shall have coupons attached for the payment of the interest thereof.

4. That the said debentures shall bear interest at the rate of four and one-half per cent. per annum, payable half yearly from the date thereof.

5. That the said debentures may be made payable in sterling money of Great Britain or any other currency.

6. That there shall be raised and levied in each year during the currency of the said debentures the said sum of \$3,375 for the payment of the interest and the said sum of \$1,128.90 for the payment of the principal when due of the said debentures, and the same shall be raised and levied by a special rate sufficient therefor on all the ratable property in the said City of London.

7. That the said company shall not be entitled to receive the said debentures or any of them unless or until:

(a) Running powers shall be obtained by The Canada Southern Railway Company over The London and Port Stanley Railway between the cities of St. Thomas and London and into the City of London not later than six months from the passing of this by-law and

(b) The said company shall have entered into an agreement with the Corporation of the City of London to pay to the Corporation of the City of London the sum of \$3,000 per annum, payable half-yearly (less any sum not exceeding \$400 per annum which the said company shall expend for necessary current expenses of the said company and for insurance of their buildings if required) for the period of twenty years from the time of the issue of the said debentures with the privilege to the said company of repaying to the said Corporation of the City of London the amount of the said debentures at the end of any half-year during the said term of twenty years, or

When and where payable.

Interest

Annual levy to meet debentures.

Conditions upon which money may be paid to Company.

To pay City \$3,000.00 a year.

May convey
property to
City.

Will insure
buildings.

at the option of the said company to convey, assign and transfer to the said Corporation of the City of London free from all encumbrances the real estate and other property purchased by the said company with the proceeds of the said debentures in lieu of repaying to the said Corporation of the City of London the amount of the said debentures and thereupon the payment of the said annual sum of \$3,000 shall cease—such agreement shall also provide for the repayment to the said Corporation of the City of London by the said company of the amount of the said debentures at the end of the said term of twenty years in the event of the said company not paying or conveying as aforesaid before the end of the said term of twenty years under the privilege hereinbefore contained or at the option of the said company, the said company may then convey, assign and transfer to the Corporation of the City of London the real estate and other property purchased by the said company with the proceeds of the said debentures and shall also provide that the said company shall insure at their own expense, and as soon as possible, and keep insured in some reliable insurance company or companies to be approved of by the Council of the Corporation of the City of London from time to time until repayment or conveyance as aforesaid, all the buildings which the said company may erect to as great an amount as can lawfully be obtained thereupon and shall assign and transfer the insurance policy or policies when issued to the Corporation of the City of London as security for such repayment as aforesaid. Provided, however, that in case the buildings of the said Company shall have been insured as aforesaid and the said buildings or any of them shall at the time of such conveyance (if any) to the Corporation of the City of London as aforesaid be destroyed by fire, then the said company shall not be held liable for not conveying such of the buildings so destroyed as aforesaid. And the said company shall also agree to secure to the Corporation of the City of London the repayment of the amount of the said debentures and the payment of the said annual sum of \$3,000 as aforesaid upon the property real and personal (if any) of the said company in such manner and by such mortgage, deed, bond, document or other writing as shall be by the City Solicitor deemed best and safest in the interests of the said Corporation of the City of London, and such agreement shall also be approved of by the City Solicitor before it is executed.

9. That no interest shall be allowed or be paid to the said Company on the said debentures until the conditions mentioned in the seventh paragraph hereof shall have been fulfilled

9. That the foregoing sections of this by-law shall take effect on and from the fourteenth day of January next, and this and the subsequent sections hereof shall take effect immediately.

10. This and subsequent clauses provide for submitting ^{Submitted to electors.} the by-law to the vote of the electors, which was taken on the 3rd day of January, A. D. 1887, the verdict of the electors being in the affirmative.

Passed in open Council this tenth day of December, in the year of our Lord one thousand eight hundred and eighty-six.

ALEX. S. ABBOTT,
Clerk.

T. D. HODGENS,
Mayor.

BY-LAW No. 322.

TO GIVE LEAVE TO THE LONDON AND SOUTH-EASTERN RAILWAY COMPANY TO CARRY ITS RAILWAY ALONG A CERTAIN PORTION OF BATHURST STREET IN THE CITY OF LONDON.

BE IT ENACTED by the Municipal Council of the Corporation of the City of London as follows:

Leave granted to construct railway on part of Bathurst St.

1. That leave is hereby granted to the London and South-Eastern Railway Company to carry its railway along Bathurst street between Burwell street and Wellington street.

2. That the leave hereby granted is granted under and subject to the following conditions on breach of which the same shall be and stand revoked and annulled:

North of Southerly 50 feet.

(1) That the said railway shall be laid only on that part of the said street which lies north of the southerly fifty feet of the said street.

As Engineer may direct.

(2) That the said railway shall be laid down in such part of said street lying northerly of the said southerly fifty feet as the City Engineer shall determine.

To be planked between rails.

(3) That the said railway so laid down shall be planked between the rails at all times hereafter, or otherwise protected, to the satisfaction of the City Engineer.

Street crossings to be planked.

(4) That all street crossings shall be planked and kept planked hereafter, to the satisfaction of the City Engineer.

Watchmen.

(5) That the said company shall keep watchmen at the crossings on Burwell, Colborne, Waterloo and Wellington streets.

(6) That neither trains or cars shall be permitted to stand upon any of the crossings hereinbefore mentioned, Cars not to stand on crossings.

(7) That the said tracks shall be laid down within six months from the date hereof.

Passed in open Council this twenty-seventh day of December, in the year of our Lord one thousand eight hundred and eighty-six.

(Sgd.) ALEX. S. ABBOTT,
Clerk.

(Sgd.) T. D. HODGENS,
Mayor.

Financial Statement.

IN THE MATTER OF THE CONSTRUCTION OF LONDON AND SOUTH-EASTERN RAILWAY.

The directors of the London and South-Eastern Railway Company on the 14th day of May, 1888, submitted to the City Council a detailed statement of their receipts and expenditures of which the following is a summary, viz.:

Receipts.

Receipts.	By City Debentures	\$ 75,000 00
	" Proceeds of Buildings sold	3,699 25
	" Interest on Bank Deposit.....	382 57
		<hr/>
		\$79,081 82

Disbursements.

Disbursements.	To Land and expense of purchasing same	\$50,558 09
	" Cost of Station Buildings	21,332 90
	" Commission on Debentures, collection and express charges	848 75
	" Law Expenses	2,162 00
	" Petty Accounts	8 50
	" Auditing Expenses	50 25
		<hr/>
		\$74,960 45

Balance.....\$ 4,121 33

The amount of the said balance—\$4,121.33—was on the said date refunded to the city, all accounts having been checked and certified correct by the City Auditor.

CHAP. LXXVII.

AN ACT TO AMEND THE ACT INCORPORATING
THE LONDON AND SOUTH-EASTERN
RAILWAY COMPANY.

(Assented to 23rd April, 1887.)

WHEREAS the London and South-Eastern Railway Com-^{Preamble.}
pany have by their petition prayed that the Act passed
in the 49th year of Her Majesty's reign, chapter 72, incorpor-
ating the said company, may be amended as hereinafter set
forth, and it is expedient to grant the prayer of the said
petition;

Therefore Her Majesty, by and with the advice and con-
sent of the Legislative Assembly of the Province of Ontario,
enacts as follows:

1. It shall be lawful for the said company, having first
obtained the consent of the corporation of the City of London,
to enter into an agreement with the Canada Southern Railway
Company, the Grand Trunk Railway Company of Canada, or
the London and Port Stanley Railway Company, for the leas-
ing to them or any or either of them of the said the London
and South-Eastern Railway, or any part thereof, and such
agreement shall be valid and binding on the said the London
and South-Eastern Railway Company and shall be enforced
by courts of law, according to the terms and tenor thereof.

2. Section 56 of the said Act is hereby amended by strik-
ing out of the first line of the said section the words "three
months" and substituting therefor the words "two years."

Agreement
with Canada
Southern
Railway
authorized.

49 V. c. 72,
s. 56
amended.

LONDON AND SOUTH-EASTERN RAILWAY.

Mayor of
London to
be a director
ex-officio.

3. The Mayor of the City of London for the time being shall ex officio be a member of the board of directors of the London and South-Eastern Railway Company.

Extension
of Railway
authorized.

4. The said the London and South-Eastern Railway Company may also construct and continue their line of railway easterly from the point where it intersects the line of the London and Port Stanley Railway to some other point or points where it will connect with the oil works in East London and the line of the West Ontario Pacific Railway Company.

R. S. O. C.
185, s. 35 (5)
not to apply
to company.

5. Sub-section 5 of Section 36 of The Railway Act of Ontario shall not apply to the said the London and South-Eastern Railway Company.

CHAP. LXIX. (Ontario)

An Act to confirm a certain agreement made between The London and South-Eastern Railway Company and the Canada Southern Railway Company.

(Assented to 23rd March, 1888).

The agreement confirmed by this Statute has been superseded by another bearing date the 23rd of July, 1896.

The Statute is now obsolete.

CHAP. LX. (Canada)

This Act was for the same purpose as Chap. 69 (Ontario) above outlined.

It was assented to 4th May, 1888.

The Statute is now obsolete.

Mortgage.

LONDON AND SOUTH-EASTERN RAILWAY COMPANY TO CITY OF LONDON.

THIS INDENTURE made the twenty fifth day of July, one thousand eight hundred and eighty-eight, in pursuance of the Act respecting short forms of mortgages.

Between:—

The London and South-Eastern Railway Company, hereinafter called the Mortgagors, of the first part,

And—

The Corporation of the City of London, hereinafter called the Mortgagees, of the second part.

Act incorporating company.

WHEREAS the Mortgagees have under the authority in that behalf conferred upon them by the Act of the Legislature of the Province of Ontario, passed in the forty-ninth year of Her Majesty's reign intituled "An Act to incorporate the London and South-Eastern Railway Company" lent to the Mortgagors the sum of seventy-five thousand dollars, and it has been agreed between the Mortgagors and the Mortgagees that the said loan shall be secured upon the undertaking of the Mortgagors and all their real and personal property.

Consideration.

Property mortgaged.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and of the said sum of seventy-five thousand dollars paid by the Mortgagees to the Mortgagors, (the receipt whereof is hereby acknowledged), the said Mortgagors do grant and mortgage unto the said Mortgagees, their successors and assigns forever the said undertaking of the said company and all its real and personal property, tracks, switches and sidings, including lots numbers two, three, four and five on the south side of Bathurst street; lots numbers one, two, three, four, five, six, seven, eight, nine, ten, eleven and twelve on the south side of east Bathurst street,

in the block of land bounded by Bathurst, Colborne, Horton and Waterloo streets, according to a survey made by Samuel Peters, Provincial Land Surveyor, for the London and Port Stanley Railway Company, a plan of which is recorded in the Registry Office for the said City of London, save and except two several portions off the south end of said lot number five on the south side of Bathurst street, having thirty feet and thirty-five feet frontage on Clarence street respectively, and running across the whole width of said lot; the said thirty feet having been heretofore conveyed by one Michael Kennedy to one Patrick G. Norris, and the said thirty-five feet having been heretofore conveyed by one George B. Harris to one Honora Kennedy, save and except also a strip of land thirty feet in width off the south end of said lot number four on the south side of Bathurst street, sold to one John Crooks; and lot number thirteen on the east side of Waterloo street, and lots numbers fourteen, fifteen and sixteen, and part of lot number seventeen on the north side of East Horton street in the said block of land, according to the said survey and plan, the part of said lot seventeen being that conveyed by Elizabeth and James A. Mann to the Mortgagors, and all other the rights, easements and privileges of the Mortgagors; subject to a certain agreement bearing date the first day of June, 1887, between the Mortgagors and the Canada Southern Railway Company.

Provided, this mortgage to be void on payment of seventy-five thousand dollars of lawful money of Canada, with interest at the rate of four per cent. per annum as follows: In twenty years from the second day of May, 1887, together with interest at the rate aforesaid, on the principal sum from time to time remaining unpaid, payable half-yearly on the second days of May and November in each year, and taxes and performance of Statute Labor.

The said Mortgagors covenant with the said Mortgagees that the Mortgagors will pay the mortgage money and interest and observe the above proviso.

That the Mortgagors have a good title in fee simple to the said lands subject to the said agreement.

And that they have the right to convey the said lands to the said Mortgagees subject to the said agreement.

And that on default the Mortgagees shall have quiet possession of the said lands free from all encumbrances.

And that the said Mortgagors will execute such further assurances of the said lands as may be requisite.

And that the said Mortgagors have done no act to encumber the said lands.

Insurance

And that the said Mortgagors will insure the buildings on the said lands to the amount of not less than fourteen thousand dollars currency.

And the said Mortgagors do release to the said Mortgagees all their claims upon the said lands subject to the said proviso.

Provided that the said Mortgagees on default of payment for one month may, on giving one month's notice, enter on and lease or sell the said lands.

And in case default may be made in payment of either principal or interest for three months after the same is payable, the power of sale hereinbefore contained may be acted on without any notice.

Provisoes.

Provided, that on default of the payment of the interest hereby secured, the principal hereby secured shall become payable.

Provided, that until default of payment the Mortgagors shall have quiet possession of the said lands.

Provided, that the Mortgagees may distrain for arrears of interest.

Provided, that any sale or sales made under the power hereinbefore contained shall, notwithstanding any irregularity in the exercise of such power be held and taken to be valid and within such power as regards the purchaser or purchasers at such sale or sales.

Proviso as to credit upon interest.

Provided, that the Mortgagors shall in each year be entitled to credit on account of the interest payable under the terms of this indenture for the actual and necessary expenses of the said Company, and for the insurance herein provided for, not exceeding together in the whole sum of four hundred dollars, the particulars of which shall be furnished to

the Mortgagees and be audited by the City Auditors, and only the sums which the Mayor for the time being of the said city shall allow as proper payments, shall be credited to the Mortgagors.

And it is hereby agreed by and between the parties hereto that the Mortgagors may pay off the whole of the principal sum hereby secured when any payment of interest becomes due, and that the Mortgagors may at their option at any time during or at the expiration of said twenty years, if power enabling the Mortgagees to hold the same shall have been obtained from the Legislature, and if the covenants of the Mortgagors have been faithfully and promptly fulfilled and kept by them, convey, assign and transfer to the Mortgagees free from all encumbrances the real estate and other property purchased or otherwise acquired by the Mortgagors with the moneys lent by the Mortgagees to the Mortgagors as aforesaid, and that upon such conveyance, assignment and transfer being made the mortgage moneys hereby secured shall to the extent of such moneys be deemed to be satisfied.

Provido as to payment of principal.

Provided always, that in case any building now or hereafter erected on the said lands, shall be destroyed or damaged by fire, then, if the Mortgagors shall have kept the same insured as aforesaid, they shall not be bound to make good the loss in respect thereof, but the assignment and transfer herein provided for shall be sufficient if made of the residue of the real estate and other property.

Provido as to destruction of buildings.

IN WITNESS WHEREOF the said parties hereto have caused to be affixed their Corporate seals.

Signed, Sealed and Delivered
in the presence of
(in triplicate)
A. GREENLEES,
as to execution by Ry. Co.

} London and South-Eastern
Railway Co.
W. J. REID,
President
J. W. LITTLE,
Sec.-Treas.

I certify that the within Instrument is duly entered and registered in the Registry Office for the City of London, in

Certificate of Registration.

LONDON AND SOUTH-EASTERN RAILWAY.

book No. 7, E. Division, at eleven of the clock a.m., on the 31st day of July, A. D., 1888.

Numbered 2422.

W. C. L. GILL,
Registrar.

Certificate
of Registra-
tion.

I certify that the within Instrument is duly entered and registered in the Registry Office for the City of London in book No. 7, W. Division, at eleven of the clock a.m., on the 31st of July, A. D., 1888.

Numbered 2054.

W. C. L. GILL,
Registrar.

THIS AGREEMENT, made this first day of May, A. D., 1896;

BETWEEN,—

The Lake Erie and Detroit River Railway Company, hereinafter called the Lake Erie Company, of the first part,

The Canada Southern Railway Company, hereinafter called the Canada Southern Company, of the second part,

And—

The Michigan Central Railroad Company, hereinafter called the Michigan Central Company, of the third part.

Lessees of
L. and P.
S. R.

1. Whereas: The Lake Erie Company is lessee for a term of twenty years from the first day of January, A. D., 1894, of the London and Port Stanley Railway, by virtue of an indenture dated the first day of December, A. D., 1893, made between the London and Port Stanley Railway Company, as lessor, of the first part, the Lake Erie Company, of the second part, and the corporation of the City of London, of the third part; and by clause fourteen of the said indenture the Lake Erie Company covenanted with the said lessor that the Michigan Central Company and all railways which did then or which, during the continuance of the said lease, may intersect

or cross or connect with the London and Port Stanley Railway, or enter the City of London, should have reasonable and the usual running powers for their traffic over the line of the London and Port Stanley Railway between St. Thomas and London and vice versa during the said term of years, or until the sooner determination of the said term of years, and that the terms and the compensation to be paid for such running powers should, in case the parties differed about the same, be determined by arbitration in the same manner as provided by paragraph thirteen of the said indenture; and

To grant running privileges for other Rys.

Between St. Thomas and London.

2. Whereas: The railway of the Canada Southern Company crosses the London and Port Stanley Railway at St. Thomas, and the Canada Southern Company, possessing under lease or otherwise station and other terminal facilities in the City of London, but having no line of railway connecting same with its said railway, desires to obtain from the Lake Erie Company running powers for its traffic over the line of the London and Port Stanley Railway between St. Thomas and London (hereinafter called the Lake Erie Company's line) and vice versa, pursuant to the fourteenth clause of said indenture, which the Lake Erie Company is willing to grant; and

C. S. Ry. Co. to have running powers.

3. Whereas: The railway of the Canada Southern Company is operated in common interest with the Michigan Central Company and the latter company desires that the said running powers shall be granted to the Canada Southern Company, and agrees that such grant shall be taken and accepted to all intents and purposes as a compliance with the provisions of the aforesaid fourteenth clause as regards the Michigan Central Company; and

M. C. Ry. Co. accepts grant to C. S. Ry. Co.

4. Whereas: The parties hereto differed as to the extent of such running powers, and as to the compensation to be paid therefor; and for the purpose of adjusting such differences have heretofore submitted the question to the extent of such running powers to the arbitration of E. B. Thomas, of New York, and the said Thomas, upon the third day of May, 1895, rendered his decision, which was duly accepted by the parties hereto, a copy of which decision is hereto attached and made a part hereof; and have submitted the question of such compensation to the arbitration of Sir Joseph Hickson, J. D.

Companies Arbitrate as to extent of running powers.

And Compensation.

Layng, and Samuel Barker, and the said arbitrators upon the fifteenth day of February, 1806, rendered their decision, which was duly accepted by the parties hereto, a copy of which decision is hereto attached and made a part of this agreement;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That the parties hereto have covenanted, and they do hereby severally covenant and agree, each with the other as follows, that is to say:

Plan.

First: The plan annexed hereto and marked "A" shall be and the same is hereby made a part of this agreement;

Switch at
St. Thomas.

Second: That the Canada Southern Company may, by means of a proper switch to be approved by the Lake Erie Company's engineer, connect its line at St. Thomas with the Lake Erie Company's line at the point marked "A" on said plan.

Switch at
London.

Third: That the Canada Southern Company may also, in like manner, connect the station and other terminal facilities it has acquired, or may acquire at the City of London with the Lake Erie Company's line at the point marked "B" on said plan.

Control of
Switches.

Fourth: That such switches shall be maintained and controlled by the said Lake Erie Company at the expense of the Canada Southern Company.

C. S. Ry.
Co. to run
its own
trains over
L. and P.
S. R.

Fifth: That the Canada Southern Company shall have the right, from and after the date of this agreement, to run its trains with its own traffic from its railway at St. Thomas to London and from London to its railway at St. Thomas over the Lake Erie Company's line, between the said points "A" and "B" shown on the said plan, and to operate the same for the purposes of its said traffic going to and from its railway, as part of its own railway upon the terms and subject to the limitations hereinafter expressed.

C. S. R.
trains under
control of
L. E. and
D. R. R.

Sixth: That the said switches, and the railway between the said points "A" and "B" shown on said plan, and the trains passing to and from the premises of the Canada Southern Company and while on the Lake Erie Company's line, shall be under the control of the Lake Erie Company and be operated under the reasonable regulations of that Company.

Seventh: That in the exercise of these rights the Lake Erie Company passenger trains shall have precedence over all other trains, and the Canada Southern Company's passenger trains shall have precedence over all mixed and freight trains, the Lake Erie Company's mixed trains shall have precedence over all Canada Southern Company's mixed and freight trains, and the Canada Southern Company's mixed trains shall have precedence over all freight trains; and the Lake Erie Company's freight trains shall have precedence over Canada Southern freight trains; but each party shall use its best exertions to secure to all the trains and business of the other every facility and all dispatch.

Precedence
of trains.

Eighth: The Canada Southern Company shall not do any local business upon the said Lake Erie Company's line except as provided for in the said Thomas award hereto attached; that is to say, the said Canada Southern Company shall carry no traffic from or to points on the said line except London and St. Thomas.

C. S. R.
traffic
limited to
London and
St. Thomas.

Ninth: Inasmuch as local passengers will occasionally take the trains of the Canada Southern Company, it is agreed in such cases that seventy-five per cent. of the local fares shall be paid over to the said Lake Erie Company.

Local pas-
sengers on
C. S. R.
trains

Tenth: For the purpose of this agreement, the employees of the Lake Erie Company, in the performance of all services for the Canada Southern Company shall be regarded as its employees; and the railway of the Lake Erie Company between St. Thomas and London, in its use by the Canada Southern Company, as the railway of the Canada Southern Company, and each party hereto assumes for itself all loss arising from damage or injury through any cause to its passengers, employees or property, and all liability to third persons arising from its acts. In the event of any damage caused by the fault or negligence of employes of both parties to this agreement, then each party shall bear the loss occasioned to its property; Provided that in case of damage to third parties, caused by the joint negligence of both parties to this agreement, one half of the loss shall be borne by the Lake Erie Company and one half by the Canada Southern and Michigan Central Companies, but if such loss shall be caused in whole

Liability of
Companies
in operation
of Road.

in part by any particular act or acts of negligence on the part of one of the parties, of which the other has made a prior complaint in writing, the party so complained to shall bear the entire loss and save the other harmless therefrom.

Signals.

Eleventh: The signals at the points of junction as shown on said plan shall be worked by the employes of the said Lake Erie Company unless otherwise agreed, and the expense of working and erecting them shall be defrayed and paid by the Canada Southern Company.

Proviso if running powers are given to another Company.

Twelfth: The running powers hereby granted are subject to the obligations of the Lake Erie Company to grant running powers to other companies under the provisions of the aforesaid fourteenth clause of the lease, and in the event of running powers being at any time granted to other companies the Canada Southern Company shall conform to and observe all reasonable regulations and conditions in regard thereto, and the compensation hereinafter agreed to be paid by the said Michigan Central and Canada Southern Companies to said Lake Erie Company shall be reduced by agreement of the parties, or, in case of failure to agree, by readjustment under clause fourteen of the said London and Port Stanley lease of December 1, 1893.

Covenants of C. B. R. accepted by M. C. R.

Thirteenth: The covenants and provisions of this agreement on the part of the Canada Southern Company shall apply and relate to the operation of the said running powers and to the business and traffic to and from the Canada Southern Railway whether the same shall be carried on in the name of the Canada Southern Company or of the Michigan Central Company.

M. C. R. guaranty.

Fourteenth: The Michigan Central Company covenants with the Lake Erie Company that the Canada Southern Company shall and will keep, perform and observe the terms of this agreement.

Covenant as to compensation.

Fifteenth: The Michigan Central and Canada Southern Companies hereby covenant and agree to pay to the said Lake Erie Company the compensation fixed by the award of February 15th, 1896, hereto attached, at the times and in the manner prescribed by the said award, for and during the term of years

LONDON AND SOUTH-EASTERN RAILWAY.

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named in the said London and Port Stanley lease, dated December 1, 1893, or until the sooner determination of the said term of years; Provided, that in the event of any of the railway companies, other than the Michigan Central and Canada Southern, mentioned in clause fourteen of the said lease, obtaining running privileges under said clause, the said Michigan Central and Canada Southern Companies shall pay such reduced compensation as shall be agreed upon between the parties, or, in case of failure to agree, such compensation as shall be fixed by readjustment under said clause fourteen.

Sixteenth: It is agreed that this contract shall remain in force until the termination of the lease from the City of London and the London and Port Stanley Railway Company to the said Lake Erie and Detroit River Railway Company, dated December 1st, 1893; and if the said lease is renewed or a new lease taken by the said Lake Erie Company, and it remains in possession of the said London and Port Stanley line after the expiration of the said lease, then this agreement is to continue in force, if the said Michigan Central and Canada Southern Companies shall so elect, for so long as the said Lake Erie Company shall remain in possession of the said Port Stanley line.

Term of Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their Corporate seals the day and year first above written.

Attest.

The Lake Erie and Detroit River Railway Company,

By F. H. WALKER,

President.

Attest:

G. J. LEGGATT,

Secretary.

The Canada Southern Railway Company,

By C. F. COX,

Vice-President.

Attest:

ALLYN COX,

Asst. Secretary.

The Michigan Central Railroad Company,

By H. B. LEDYARD,

President.

Attest:

E. D. WORCESTER,

Secretary.

**IN THE MATTER OF THE LAKE ERIE AND DETROIT
RIVER RAILWAY COMPANY, THE MICHIGAN
CENTRAL RAILROAD COMPANY AND
CANADA SOUTHERN RAILWAY
COMPANY.**

Decision of the Arbitrator.

**Subject of
Arbitration.**

The Lake Erie and Detroit River Railway Company, being in control under a certain lease, of the road and property of the London and Port Stanley Railroad Company, and the Canada Southern Railway Company and the Michigan Central Company (the two latter being considered as one party), having certain rights under the Lake Erie and Detroit River Company's lease of the Port Stanley Road, being of different opinion as to the interpretation of the Fourteenth Article of the said lease, agreed, in writing, on the 22nd day of October, 1894, to submit the question at issue to me, as sole arbitrator, for decision.

The question at issue between these parties is the interpretation of a portion of Article 14 of the lease, dated December 1st, 1893, of the London and Port Stanley Railroad to the Lake Erie and Detroit River Railway Company. The entire Article reads as follows:

**14th clause
of Lease to
L. E. and
D. R. R.**

"The said parties of the second part further covenant with the said parties of the first part, that the Canadian Pacific Railway Company, the Grand Trunk Railway Company of Canada, the Michigan Central Railway Company, and all railways which do now or which, during the continuance of this agreement, may intersect or cross or connect with the London and Port Stanley Railway or enter the said City of London, shall have reasonable and the usual running powers for their traffic over the line of the

London and Port Stanley Railway between St. Thomas and London and vice versa during the said term of twenty years, or until the sooner determination of the said term, and the terms and the compensation to be paid for such running powers shall, in case the parties differ about the same, be determined by arbitration in the same manner as provided by paragraph 13 hereof, and the said parties of the second part shall as far as practicable provide and keep for the said other railways proper and sufficient sidings for loading and unloading."

And the question for decision is whether the words "Shall have reasonable and the usual running powers for their traffic over the line of the London and Port Stanley Railway between St. Thomas and London and vice versa give the Canada Southern or the Michigan Central Companies the right to have running powers for local traffic over the said Lake Erie and Detroit River Railway Company's line between St. Thomas and London and vice versa for the purpose of carrying freight and passengers in and from the City of St. Thomas to and in the City of London and vice versa." Question for decision.

Counsel representing both parties jointly present in writing an agreed statement of facts and were orally heard in argument by me, leaving with me written memoranda thereof, at No. 21 Cortlandt street, New York, N. Y., on the 29th day of April, 1895. Counsel.

The agreed statement of facts submitted and the accompanying papers therein referred to are very full and clear. The history of the parties to this proceeding in their relation to each other for some years past, and their present condition, is fully set forth, and the maps submitted show clearly the local physical relations of the properties at London and St. Thomas. The arguments of the counsel, in connection with this record have clearly placed before me the facts in the case. Facts agreed upon.

It so happens that the railroad company with which the Arbitrator is now connected has been, and is now, a party to several trackage contracts, under which running powers are conferred, occupying in some cases the position of tenant and in others that of the landlord. He has also in his connection Other track-
age con-
tracts.

with other railroad companies had quite a little experience in working under such agreements, and, therefore, the question submitted, in its general aspect, is not an entirely new one to him.

Concession
as to run-
ning rights
of M. C. R.

The Arbitrator understands that it is conceded that the Michigan Central and Canada Southern Companies have the right to handle business over the London and Port Stanley road originating at London and destined to points on or via the Michigan Central and Canada Southern beyond St. Thomas and vice versa, as well as their right to do business into and out of St. Thomas from and to points on their own line or beyond. The right to do business between London or St. Thomas and intermediate points, or points on the Port Stanley road south of St. Thomas is not claimed in the record, although alluded to in the argument of counsel. The only other business, therefore, is that originating at London and destined to St. Thomas, or originating at St. Thomas and destined to London. It is this business which the Michigan Central and Canada Southern claim the right to handle by virtue of the provisions of the lease of the Port Stanley road to the Lake Erie and Detroit River Company.

Limitation
of record.

No decision
as to com-
pensation.

As the compensation to be paid by the Michigan Central and Canada Southern Companies for such rights as they may exercise under this lease is not stated the Arbitrator does not feel that he should give that fact any consideration, although it might have a material bearing in arriving at the intention of the parties to the lease of December 1st, 1893, in reference to the clause in question.

Interpreta-
tion of
trackage
contracts.

The granting of trackage rights or running powers is always, and should be, the subject of a written contract. Such a contract must be considered as based upon the local conditions and surroundings of the parties thereto, and its terms should be interpreted accordingly. I do not feel that the interpretation placed upon one contract of this character should serve as a guide for interpreting a contract in a different case, unless the contracts are exactly similar in all respects; in other words, I do not feel that it would be equitable to learn the practice that exists in a majority of trackage cases and apply that rule to the interpretation of the case at issue. Each

contract should, in my opinion, stand by itself, and, in interpreting its meaning, an effort should be made to find out the local conditions and circumstances surrounding its preparation as the key to the true intent of the parties.

I have, therefore, endeavored to satisfy myself as to what the parties in this case meant by the words "reasonable and the usual running powers for their traffic," and in doing so I have very carefully considered the record and have given the arguments of counsel due weight.

As I see the facts, the City of London became interested in, and practical owner of, the London and Port Stanley road, chiefly for the purpose of affording the citizens of London the benefit of competition in traffic with the outside world, for the purpose, and properly so, thereby to encourage the manufacture, and other industries of their town and so aid its growth. This idea is very forcibly apparent in all the papers I have seen relating to the operation of the Port Stanley road. In order to secure this benefit the city seemed to desire that as many roads as existed and had then or thereafter physical connection with the Port Stanley road should have traekage rights thereover. The intention in this respect is clear. Those in control of the Port Stanley road have invariably stated to all comers that they could have the right to use their track, making their line, as it were, a "King's Highway."

Competition
in traffic
the object.

L. and P. S.
Ry. a
"King's
Highway."

The Canada Southern connects with the Port Stanley road at St. Thomas and, desiring a line into London, took steps to construct a road of its own. In order to avoid this competition and consequent loss of revenue the Port Stanley Company assented to the use of its tracks by the Canada Southern Company, giving it very full rights, and at that time especially allowing it to handle local traffic between the cities of St. Thomas and London. The City of London thereby secured the desired competition, and the Port Stanley road avoided the loss due to a parallel line. The use of the Port Stanley road by the Canada Southern Company has continued under various and sundry arrangements, all practically to the same effect to the present time; and it seems to us fair to assume that when the 14th clause of the lease of December 1st, 1893, was framed the parties thereto must have had in their minds the same use

Use of L.
and P. S. R.
by C. S. Ry.

Meaning of
Clause 14
of L. E. and
D. R. R.
lease.

of the Port Stanley tracks by the Michigan Central and Canada Southern as had existed prior to that time, and instead of specifying more in detail they deemed it sufficient to use the words "reasonable" and "the usual" as being fully explained by what had been in the past.

C. S. Ry.
to have
same
privileges
as if it had
its own
line.

In all contracts of this character which I have known, where it was the intention of the parties to confine the rights granted to the handling of through traffic exclusively, it was especially so stated in the agreement. Where there is no such limitation it is proper to construe the words used in their broadest sense, especially so in this case, where it is evident that in order to avoid the building of a parallel line the Port Stanley people were willing to give the Canada Southern the same privileges that it would have secured had it built its own line. Otherwise, with a full knowledge of the past, proper restrictions would have been specifically made.

Llanely Ry.
and Dock
Co. vs.
L. and N.
W. Ry.

The case of Llanely Railway and Dock Company versus the London and Northwestern Railway Company cited by the counsel of the Lake Erie and Detroit River Company is not, in my opinion, entirely pertinent to this question, as quoted. The remarks of Lord Justice James in that case, relative to running powers for railways, seem to me rather to justify the interpretation that I have stated above, for he says "Both parties, in my opinion, must be understood to be negotiating for running powers which will be an effectual substitute for that communication for that independent line, which the parties seeking running powers would otherwise be minded to make or attempt to make." That is, as I read it, the same powers or rights that they would have if they had constructed their own independent track.

Remarks of
James L. J.

Rights of
City pro-
tected as to
GROSS
earnings.

It does not seem to me that this interpretation of the clause works any hardship to any of the parties interested. It does not restrict the London and Port Stanley's lessee from handling any such local business between London and St. Thomas as they may themselves obtain, and they are presumably fully protected for such of this local business as may be handled by other lines under their running powers in the compensation which is paid for the privilege. The City of London has the competition which it deserves, and its interest as

an owner in the percentage of the gross receipts in excess of eighty thousand dollars is protected just as thoroughly—and probably more so—by the compensation paid by the roads for their trackage rights as it would be if the Lake Erie Company exclusively handled the local business between the points named.

In the very full and complete presentation of the case by the counsel of the Lake Erie Company it was pointed out that to give the Canada Southern the rights claimed under this contract would be to not only seriously deplete the earning power of the Lake Erie Company but that it must follow that the same right accorded to them could be demanded, not only by the Grand Trunk and Canadian Pacific Companies, but by any other companies that might hereafter connect with or cross the London and Port Stanley road, and that thereby the earning power of that property would be seriously affected.

Granting that this is true, it is nevertheless a compliance with the rights that were reserved and specially provided for by the lessor company, and, in taking the property, the Lake Erie Company necessarily took it subject to the condition so imposed, and their remedy must be sought through channels other than by undertaking to restrict in any manner rights evidently intended to be carefully guarded by the lessor company.

The words "their traffic" as used in connection with the clause under consideration seems to me to mean any and all traffic which the Michigan Central and Canada Southern obtain through their own solicitation or that voluntarily comes to them. I know of no principle which gives the traffic of a town absolutely to any one railway. Where other roads enter the same town public policy demands that each should have free and fair show at the business thereof, and such tonnage as each road secures may be, I think, fairly considered to be "their traffic."

In view of the agreed statement of facts it does not seem to me necessary to consider whether or not the Michigan Central and Canada Southern are parties to the lease of December 1st, 1893. It is agreed that they have rights under that document, which is, I think, sufficient for the case.

Statement
as to rights
of Lessee.

Remedy, if
any, to be
sought else-
where.

Meaning of
"their
traffic."

**Decision of
Arbitrator.**

It is, therefore, the decision of the Arbitrator that the Michigan Central and the Canada Southern have the right, by virtue of the Fourteenth clause of the lease of December 1st, 1893, between the London and Port Stanley and the Lake Erie and Detroit River Companies, to running powers for local traffic over the Lake Erie Company's line between St. Thomas and London and vice versa for the purpose of carrying freight and passengers in and from the City of St. Thomas to and in the City of London and vice versa.

(Signed) E. B. THOMAS.

New York, May 3rd, 1895.

Montreal, February 15th, 1896.

To the Michigan Central Railroad Company,
To the Canada Southern Railway Company,
To the Lake Erie and Detroit River Railway Company.

Parties.

WHEREAS the Canada Southern Railway is operated by Recital.
the Michigan Central Railroad Company and the two
Companies desire to reach the City of London, Ontario, from
the Canada Southern Company's Railway at St. Thomas, for
traffic purposes.

AND WHEREAS the London and Port Stanley Railway, Recital.
owned by the City of London, but leased to the Lake Erie and
Detroit River Railway Company affords a convenient means
for such access to and from London for the business of the first
named companies.

AND ALSO WHEREAS the Michigan Central, Canada Recital.
Southern and Lake Erie and Detroit River Companies, have
entered into an agreement for the use of that portion of the
London and Port Stanley Railway Company's Railway lying
between London and St. Thomas, by the Michigan Central and
Canada Southern Companies, a copy of which agreement is
attached hereto, (A)

AND FURTHER WHEREAS, the parties have been Recital as
to Compensa-
tion.
unable to agree on the compensation to be paid by the Michi-
gan Central and Canada Southern Companies, for such user,
and have agreed to leave the decision of the question to Arbi-
trators, as set forth in the annexed Deed of Submission, (B)

NOW, THEREFORE, these presents witness that the Submission
to Arbitra-
tors.
undersigned arbitrators appointed pursuant to the said Deed
of Submission having taken cognizance of the several docu-
ments jointly submitted to them by the parties interested, in-
cluding the agreement made between the Lake Erie and

Detroit River, and the London and Port Stanley Railway Companies and the City of London, embodied in the Act of Parliament of Canada, 57-58 Vict., Chap. 76, 1894, and having heard the said parties, by their Counsel, make the following

AWARD.

- 1.** The portion of the rent to be paid by the Lake Erie and Detroit Railway Company, for the lease of the London and Port Stanley Railway, viz.: \$10,000 per annum (after deduction made of a proportion of the said rental, for the line and property between St. Thomas and Port Stanley, and for terminal facilities in the Cities of London and St. Thomas, not intended to be used by the Michigan Central and Canada Southern Companies) chargeable against the line between London and St. Thomas, is fixed at six thousand and seventy-five dollars (\$6,075) per annum.
- 2.** The taxes chargeable against the same section of the said railway are fixed at \$957 per annum.
- 3.** That interest at the rate of $4\frac{1}{2}$ per cent. per annum shall be charged on whatever amount may already have been or shall be actually expended on the line between London and St. Thomas and when expended out of the sum (viz., \$110,000) agreed to be provided by the London and Port Stanley Company under clause 24 of the agreement attached to the Act 57-58 Vict., Chap. 76, in rebuilding bridges, culverts, etc., as therein set forth, and the amount of such interest shall be added to the amount of the rental (\$6,075 per annum) mentioned in clause 1.
- 4.** That to the rental, the taxes, and the interest payable under clauses 1, 2, and 3, shall be added a sum of ten per cent. to cover contingencies and unforeseen charges.
- 5.** That the cost of maintaining the roadway to be used in common between St. Thomas and London, by the Michigan Central and Canada Southern, and the Lake Erie and Detroit River Railway Companies, shall be arrived at by taking the actual expenditure for wages and material of all kinds, used in the maintenance and renewals of the track, bridges and structures of all kinds, including the replacement of iron and steel

Compensation fixed.

Taxes.

Interest on bridge expenditures.

Contingencies.

Cost of maintaining roadway how arrived at.

rails, with steel or iron rails of a greater weight per yard, replacement of track, bridges or structures destroyed by storms, the act of God, the Queen's enemies, or any undiscovered cause, the cost of train and other services for maintenance and renewals, and the cost of proper supervision, police and telegraphic service, accounting and clerkage.

6. That to the expenditure for maintenance of the track, etc., arrived at as described in clause 5, there shall be added the sum of ten per cent. to cover wear of plant and tools and unforeseen charges.

7. The expenditure as specifically set forth, or to be ascertained as indicated, in the preceding clauses, is to be divided between the Michigan Central and Canada Southern Companies on the one part and the Lake Erie and Detroit River Railway Company, on the other part, on the basis of actual train mileage run over the railway, between London and St. Thomas, but the mileage of the Michigan Central and Canada Southern Companies is not to be taken as being less than 28,000 miles per annum, nor the mileage of the Lake Erie and Detroit River Railway Company as less than 38,000 miles per annum.

8. That the accounts be made up and settled monthly, and in the event of payment being delayed for any cause, not arising out of any laches on the part of the Lake Erie and Detroit River Railway Company,—beyond the close of the month following that for which the account is rendered, interest shall be payable thereon from such date, at the rate of 5 per cent. per annum, until the amount due is paid, and in respect of the accounts prior to the 1st January, 1896, there shall be paid to the Lake Erie and Detroit River Railway Company on the amount found under this award to be due monthly, from the Michigan Central and Canada Southern Companies, interest at the rate of 3 per cent. per annum, on the amount of each monthly account from the end of the month following that for which such account is rendered, until the 29th February, 1896, and on any of the said amounts prior to January, 1896, remaining unpaid on the 29th February, 1896, there shall be payable, as from that date, to the Lake Erie and Detroit River Railway Company interest at the rate of 5 per cent. until such amounts are paid.

Vouchers.

9. The Michigan Central and Canada Southern Companies are to have the right to inspect the vouchers, for amounts alleged to have been paid, and which are charged in the monthly accounts for maintenance of the roadbed, supervision, etc.

Additional
rental under
clause 5 to
be settled on
basis of
train
mileage.

10. If under clause 5 of the contract between the London and Port Stanley Railway Company, the Lake Erie and Detroit River Railway Company, and the Corporation of the City of London, dated the first December, 1893, an additional amount by way of rental has to be paid by the Lake Erie and Detroit River Railway Company, such amount shall be, as between the portions of the London and Port Stanley Railway, divided on the basis of the miles of railway between St. Thomas and Port Stanley, and St. Thomas and London respectively, and the amount chargeable to the last named section of the line on the basis shall be divided between the Michigan Central and Canada Southern Companies, and the Lake Erie and Detroit River Railway Company, on the basis of their respective train mileage over the said section of railway, subject to the aforesaid limitation as to the mileage of the Michigan Central and Canada Southern Companies of the minimum of 28,000 miles per annum, and as to the mileage of the Lake Erie and Detroit River Railway Company of the minimum of 38,000 miles per annum, and the amount thus shown to be payable by the Michigan Central and Canada Southern Companies shall be promptly paid and shall carry interest at the rate of 5 per cent. per annum after the expiration of thirty days from the time an account is rendered therefor until paid.

Term of
Award.

11. This award is to apply from the first May, 1894, and continue in force for 6 years from the 1st July, 1894, unless terminated at an earlier date as provided for in the 1st clause of the agreement, dated 16th December, 1895.

M. C. R.
liability
how
arrived at.

12. In arriving at the amount payable by the Michigan Central and Canada Southern Companies for the period May 1st, 1894, to June 30, 1895, under this award, the sum actually expended during that period on the line between London and St. Thomas, out of the amount (\$9,000) provided by the City of London, is to be deducted from the actual gross expenditure for repairs and maintenance on that portion of the roadway.

13. In this award the words "the line between London and St. Thomas" shall be taken to mean the portion of the said railway between the junction point at London, and the junction point at St. Thomas, mentioned in the said Agreement lettered (A) annexed hereto.

(Signed) J. D. LAYNG,
(Signed) SAML. BARKER, } Arbitrators.
(Signed) J. HICKSON, }

Meaning of
"Line
between
London and
St. Thomas."

