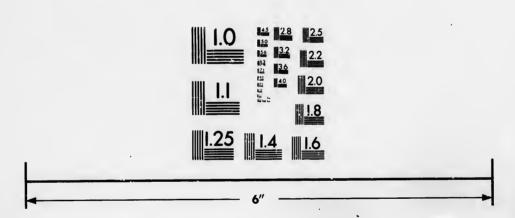


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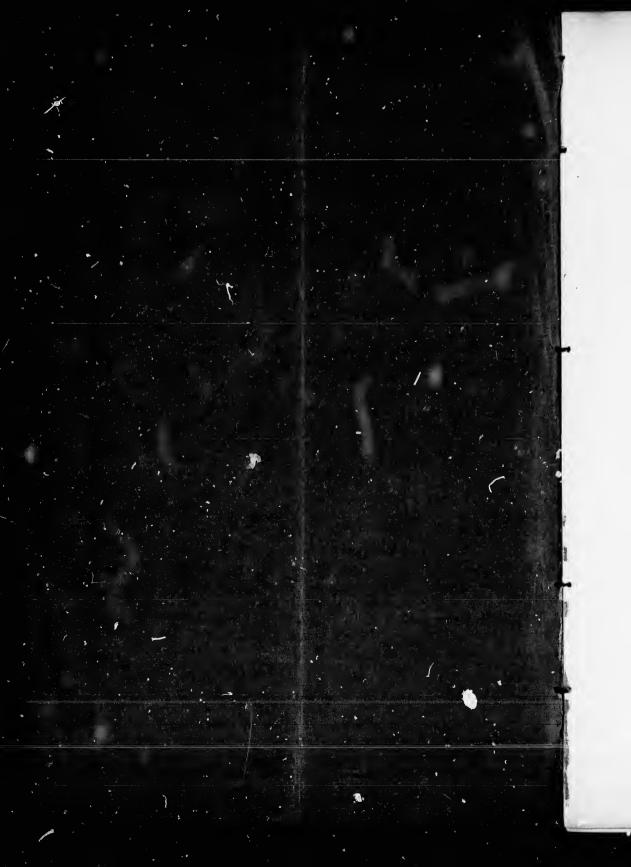
NORTH SHORE RAILWAY COMPANY,

OF CANADA.

SUPPLEMENTAL CONTRACT.

Executed in conformity with a Resolution of the Board of Directors passed on the 17th February, 1874.

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NORTH SHORE RAILWAY COMPANY,

OF CANADA.

Supplemental Contract.

On the twenty-first day of February,

in the year of Our Lord, one thousand eight hundred and seventy-four,

Before J. A. Charlebois, the undersigned Notary Public, duly commissioned and sworn in, and for that part of the Dominion of Canada, called the Province of Quebec, and residing in the City of Quebec,

Personally came and appeared the Honorable THOMAS McGreevy, of the City of Quebec, Contractor, party of the first part,

And Colonel William Rhodes, residing at the place called Benmore, in the Parish of St. Colomb de Sillery, near the said City of Quebec, acting herein as the President of the North Shore Railway Company, a body corporate, duly incorporated, by Act of Parliament, and for and in the name of the said Company, and duly authorized to the effect hereof by a resolution passed by the Board of Directors

of the said Company, at a meeting held at Quebec, on the seventeenth day of February instant, a copy of which resolution has been annexed to these presents, party of the second part.

Which said Honorable Thomas McGreevy and the said North Shore Railway Company, represented by the said President, and herein-after called the "Company," have stipulated, covenanted and agreed together in manner following, that is to say:

Whereas, by a deed or contract for the construction and equipment of the said North Shore Railway and the Piles Railway, passed on the fifth day of April, in the year of Our Lord, one thousand eight hundred and seventy-two, before J. A. Charlebois, the undersigned Notary, between Perry H. Smith, Samuel L. Keith and George L. Dunlap, all of the City of Chicago, in the United States of America, Railway Contractors, of the one part, and the said North Shore Railway Company, represented therein by the Honorable Joseph Canchon, then President of the said Company, of the second part, it was among other things stipulated and agreed, that the said Perry H. Smith, Samuel L. Keith and George L. Dunlap, in consideration of the payment and conditions in the said deed mentioned, should furnish all the materials, and perform, do and execute all the works required to construct, equip, finish and, in every respect, complete the Railway of the party of the second part, known and designated as the North Shore Railway, extending from a point at or near St. Paul's Market in St. Peter's Ward of the said City of Quebec, to a point at or near the North-easterly limits of the City of Montreal, in the said Province of Quebec, a distance of about one hundred and sixty miles; and also, to furnish all the materials, and perform, do and execute all the works required to construct, equip, finish and, in every respect, complete the Piles Branch of the said North Shore Railway, extending from the City of Three Rivers, to a point at or near the Grandes Piles, on the St. Maurice River, a distance of about

thirty miles, and also to furnish all the materials and perform all the works required to construct, equip, finish, put in good sailing order and, in every respect, complete a Steamboat to ply and navigate on the said River St. Maurice;

And Whereas, the said Perry H. Smith, Samuel L. Keith and George L. Dunlap, have commenced the work of construction of the said road, and have done certain work thereupon up to the first day of January last, for which progress estimates have been furnished to the said Company and certified by the Chief Engineer:

And Whereas, on the fourth day of January last, by deed passed before H. C. Austin, Notary, at Quebec, the said Perry H. Smith, Samuel L. Keith and George L. Dunlap did assign, transfer, and make over to the said Honorable Thomas McGreevy, accepting thereof, all their right, title and interest in the said contract so subsisting between them and the said North Shore Railway Company, together with the right to the said Honorable Thomas McGreevy to receive from the said Company all such sums of money as might be due up to the first day of January last by the said Company to the said Perry H. Smith, Samuel L. Keith and George L. Dunlap, and he the said Honorable Thomas McGreevy did thereby undertake and agree with the said Perry H. Smith, Samuel L. Keith and George L. Dunlap, that he would carry on the said work and do and perform and fully carry out all the obligations and conditions respecting the construction and equipment of the said road to which the said Perry H. Smith, Samuel L. Keith and George L. Dunlap were bound and obliged by the terms of the said contract:

And Whereas, the said Honorable Thomas McGreevy, has communicated the said assignment of contract to the said Company, and has requested them to accept him as liable for the obligations of the said contract, in the room of the said Perry H. Smith. Samuel L. Keith and George L. Dunlap;

And Whereas, at a session of the Legislature of the Province of Quebec, holden at the said City of Quebec, on the twenty-eighth day of January last, a certain Act was passed intituled: "An Act for the granting of aid to certain Railway Companies," by which it was amongst other things provided that:

"15. The lieutenant-governor in council may, subject to " the provisions of the next following sections, grant unto the "North Shore Railway Company, for building the North "Shore Railway from Quebec to Montreal, and the road " from the City of Three Rivers to the Grandes Piles, and "the establishment of a line of steamers on the St. Maurice, "as mentioned in the Act of the late Province of Canada, "intituled: 'An Act to incorporate the St. Maurice Railway " and Navigation Company, and, by way of loan, the sum of " one million, two hundred and forty-eight thousand six hun-"dred and thirty-four dollars, and payment of such grant "or loan shall be made in and by means of provincial "bonds or debentures, which the lieutenant-governor in "council is hereby authorized to issue in such forms, for " such amounts, and subject to such provisions, in respect "thereof, as he shall deem to be for the public advantage."

"16. The Company shall be entitled to such loan upon "the following conditions only:

"1. The said Railway shall have been completed and put in operation to the entire satisfaction of the Lieutenant-Governor in Council, and steam navigation shall have been put into operation on the St. Maurice. The Lieutenant-Governor however may, if he thinks proper, when it is established that the said Company is actively engaged in the construction of its works, grant to it for each twenty-five miles of road completed, a portion of the said loan, proportionate in amount to such length of road; and provided moreover that he shall always retain a sufficient amount of the said loan to insure the entire completion of the road from the City of Three Rivers to the Grandes Pilcs, and the establishment of a line of Steamers on the St. Maurice."

"2. The Company shall, on or before the first day of "May, one thousand eight hundred and seventy-four, sig"nify to the Secretary of the Province, the acceptance by "it of such loan in lieu of the grant of lands to which it "might otherwise have been entitled under the Act of this "Province, thirty-fourth Victoria, chapter twenty-one, in"tituled: 'An Act to provide for the granting of certain "lands in aid of the Railway Companies therein mention"'ed;' except the share of the said Company in that por"tion of the said land grant described in the schedule of the said Act as block A, and in and by such signification "it shall resign and renounce, and shall be deemed to have "resigned and renounced, all claim to any such grant of lands, save and except the said share or portion in block "A."

"3. The Company, in exchange and return for all Pro"vincial Bonds or Debentures granted to it under the pro"visions of this Act, shall give its own bonds or debentures
"for similar amounts; and all such bonds or debentures
"shall be redeemable within thirty years from the date
"thereof, and shall bear interest at the rate of six per cent
"per annum, and no such debenture shall be for a less sum
"than one hundred dollars."

"4. At least ten per cent shall be paid on all stock sub-"scribed, and not cancelled by the Board of Directors, but "this provision shall not apply to stock subscribed by "municipalities."

"5. The main line of the said Railway, shall be a first-"class road, and shall have been accepted as such by the "Lieutenant-Governor in Council, on the report of the Pro-"vincial Railway Board."

"17. After the coming into force of this act, and the acceptance by the said Company of the above mentioned
loan, upon the conditions hereinbefore stated, the said
Company may issue their bonds or debentures, for such
sum as may hereafter be fixed and determined by the

"Lieutenant-Governor in Council, and for no other or further sum whatsoever, any Act to the contrary notwith- standing, and such sum so fixed and determined shall be raised subject to the forms and provisions of the eleventh sub-section of the ninth clause of the railway act, contained in the Consolidated Statutes of Canada, chapter sixty-six, which shall apply to such loan."

"18. And for securing the due payment of the bonds, debentures or other securities to be issued by the said "Company, as well by reason of the loan authorized by the foregoing section, as for and in exchange for the Provincial debentures to be granted under this Act, the road, lands, and real and personal estate of the said Company shall be charged and hypothecated in the order and manner following, that is to say:

"1. In favor of all persons holding bonds or debentures issued by the company, under section seventeen of this Act, which bonds and debentures shall be hereafter known and styled 'North Shore Railway Company, first preference bonds.'"

"2. In favor of the Corporation of the City of Quebee and all other subscribing Municipalities to the amount of the capital sum of their subscribed stock; and a dividend thereon not exceeding seven per cent per annum."

"3. In favor of the Government of this Province, for the amount of the Provincial bonds exchanged for the bonds and debentures of the Company under the provisions of this Act."

"19. In the event of the Company determining to accept the loan hereinabove specified, upon the terms and conditions set forth in this Act, and signifying their acceptance thereof, in the manner and form herein provided. from and after the twentieth day of May, one thousand eight hundred and seventy-four inclusively, the Board of Directors of the Company shall be composed of twelve

"members in addition to the representatives of the municipalities entitled to form part thereof. Of these twelve members, six shall be named by the Lientenant-Governor in Council, and six only shall, in future, be elected by the shareholders and bondholders, in the manner hereinafter provided; but until the twentieth day of May, one thousand eight hundred and seventy-four, the said Board shall consist of the present Directors, and until the next election of Directors the Board shall not have power to fill yacancies among the Directors elected."

"20. In the election of Directors of the said Company on the twentieth day of May next, and at all elections thereafter, each shareholder shall be entitled to one vote for each one hundred dollars of stock held by him, upon which at least ten per cent shall have been paid up, and upon which all other and subsequent calls shall also have been paid up, and each person holding bonds or debentures of the said Company issued under section seventeen of this Act, shall be entitled to one vote for each one hundred dollars of bonds or debentures so held by him, and such shareholders and bondholders shall be entitled to vote either in person or by proxy."

" "21. Notwithstanding anything to the contrary contained in this Act, it shall be lawful for the Lieutenant-Governor in Council, on satisfactory proof that the Montreal Northern Colonization Railway Company, or the North Shore Railway Company, have made complete financial armagements, or entered into contracts in good faith for the construction of their respective lines of road, and that the work thereon is in active progress, to advance, from time to time, unto either or both of such Railway Companies, out of the grant or loan, to which they would be entitled under this Act, a sum bearing such proportion to the total amount of the grant authorized herein, as the progress of the work and the security taken by the Companies, for the completion thereof, may then seem to the Lieutenant-Governor in Council to justify. But nothing in this

" section shall in any way affect the proviso contained in " the sixteenth section of this Act."

And whereas, by a resolution of the Board of Directors of the said Company, passed at a meeting held at the said City of Quebec, on the seventeenth day of February instant, it was resolved that the Legislation contained in the said Act of the Legislature of the Province of Quebec, should be accepted by the said Company, and the loan therein proposed to be given by the Government of the said Province to the said Company, should be accepted on the terms and conditions mentioned in the said Act;

And whereas, the Lieutenant-Governor in Council, by an order in Council, bearing date the nineteenth day of February instant, has fixed and determined the amount of the said preference bonds at the sum of five million dollars;

And whereas, by reason of the premises, it is necessary to enter into a supplemental agreement between the said North Shore Railway Company and the said Honorable Thomas McGreevy, for the continuation of the said work under the said contract, and for such changes and modifications therein as the change of circumstances, caused by the said Legislation, has rendered expedient and necessary.

Now therefore, these presents and I, the said Notary, witness that the said Honorable Thomas McGreevy and the said Company, represented as aforesaid, have covenanted and agreed together as follows, namely:

1. The said Company did and do hereby accept the assignment and transfer of the said contract made to the said Honorable Thomas McGreevy, and consent that he the said Honorable Thomas McGreevy should be substituted in the room and stead of the said Perry H. Smith, Samuel L. Keith, and George L. Dunlap, in all the obligations which they contracted in and by the said contract, passed on the fifth day of April, one thousand eight hundred and seventy-two, and do hereby discharge the said Perry H. Smith,

Samuel L. Keith, and George L. Dunlap, from all further liability towards the said Company in virtue of the said contract.

- 2. The said Honorable Thomas McGreevy, undertakes, binds and obliges himself towards the said Company, to do and perform all the obligations, and to execute all the works which the said Perry H. Smith, Samuel L. Keith, and George L. Dunlap, were bound for, or undertook to do and perform under and by the said agreement, subject to such changes and conditions as may be contained in the present contract; he the said Honorable Thomas McGreevy, hereby declaring that he is well acquainted with the terms of the said contract and with the specifications of the work theremuto annexed.
- 3. The period for the construction of the main-line on the said North Shore Railroad shall be extended to, and the said Honorable Thomas McGreevy shall be bound to fully complete the same, according to the terms of the said contract, on or before the first day of December, one thousand eight hundred and seventy-six.
- 4. The supplementary contract entered into between the said Ferry H. Smith, Samuel L. Keith and George L. Dunlap, and the said Company, before Mtre. J. B. Parkin, Notary, at Quebec, and dated on the thirteenth day of June, one thousand eight hundred and seventy-three, is hereby cancelled and annulled, and it is also agreed that the said Honorable Thomas McGreevy shall not, under any circumstances, be entitled to any bonus of paid up stock, either under the said supplementary contract, or under the original contract dated on the fifth day of April, one thousand eight hundred and seventy-two.
- 5. The said Honorable Thomas McGreevy, shall be bound to extend the said line of railway, with a double track, from St. Paul's market in St. Peter's ward, to deep water in the river St. Lawrence, at a point at or near the place known as the Commissioners' Wharf,

- 6. The said Honorable Thomas McGreevy, shall be bound to provide, besides the various matters mentioned in the said original contract, such wood-sheds and snow-fences as the engineer-in-chief of the said Company shall deem to be necessary for the wants of the said Company.
- 7. The said Honorable Thomas McGreevy, shall pay all necessary expenses connected with the procuring and purchasing lands for the right of way, depot grounds, and such like for the said Railway and its appurtenances, and vesting the title of the same in the said Company, according to law, in the manner provided in the said first mentioned contract; provided, however, that the expenses so incurred do not exceed the sum of one hundred and fifty thousand dollars, enything in the contract of the fifth of April, eighteen hundred and seventy-two, to the contrary notwithstanding; and any excess over this amount of one hundred and fifty thousand dollars shall be borne and paid by the said Company.
- 8. The said Honorable Thomas McGreevy binds and obliges himself, during the construction of the said road, to pay a sufficient amount to the said Company to meet the ordinary expenses of the said Company, and of its Board of Directors and employees, not exceeding in all the sum of ten thousand dollars per annum.
- 9. The said Honorable Thomas McGreevy shall be bound, immediately after the signing of these presents, to recommence the construction of the said work, and to proceed with the same without interruption, to the satisfaction of the Chief Engineer of the said Company. If the said work should not be so recommenced, and proceeded with uninterruptedly within six months from the date of these presents, the Board of Directors of the said Company, shall have the right, by giving notice to the said Honorable Thomas McGreevy, to cancel and annul the present contract.

10. The price and consideration for the said work shall be, as in the said first mentioned contract, seven million dollars, which shall be paid to the said Honorable Thomas McGreevy as follows, namely: 1st. In the stock certificates or debentures of the City of Quebec, to be issued in payment of a subscription of one miliion dollars to the capital stock of the said North Shore Railway Company, according to the progress of the work, and pro rata to the total cost of the road between Quebec and Montreal, on certificates of the Engineer to be named by the Corporation of the City of Quebec, and in accordance with other conditions and limitations contained and set forth in an Act of the Legisture of the Province of Quebec, 34 Vict., Chap. 22, and amended by the City Conncil of Quebec, under the authority of the said Act, at a meeting held on the sixth day of February, one thousand eight hundred and seventy-two.

2nd. The sum of one million, two hundred and forty-eight thousand, six hundred and thirty-four dollars, in bonds or debentures of the Province of Quebec, bearing five per cent interest, and to be paid to the said Honorable Thomas Mc-Greevy as they are received by the said Company from the Government of the Province, under the terms and conditions of the Quebec Railway Aid Act of 1874.

3rd. The sum of four millions, seven hundred and fifty-one thousand, three hundred and sixty-six dollars, in first preference railway bonds of the said Company, to be issued and secured in the manner provided by the said Quebec Railway Aid Act of 1874, and to be payable to the said Honorable Thomas McGreevy in the same manner and under the same conditions, and to be subject in every respect to the same provisions as the mortgage bonds referred to in the said contract of the fifth day of April, one thousand eight hundred and seventy-two.

11. The obligations of the said Honorable Thomas Mc-Greevy, under the said contract, to pay the interest on the bonds of the said Company during the continuance of the said work, shall apply to the first preference bonds of the said

Company only, and not to any other bonds which the Company may issue to the Province of Quebec, or to the City of Quebec, in virtue of the said last mentioned Act. But this shall not be construed to relieve the said Honorable Thomas McGreevy from his obligation under the said contract of the fifth April, eighteen hundred and seventy-two, to pay the interest on the bonds issued by the City of Quebec during the construction of the road.

- 12. The issue of the said first preference bonds shall be limited to the sum of five million dollars.
- 13. The Company shall be bound to reserve, out of the said total issue of first preference bonds, an amount of bonds to the extent of two hundred and forty-eight thousand, six hundred and thirty-four dollars, to be applied in such manner as shall enable the said Honorable Thomas McGreevy to make provision for the payment of the first six months' interest, which shall be due and payable by the Company, on the said first preference bonds after the completion of the road.
- 14. The said Company hereby assign, transfer and make over to the said Honorable Thomas McGreevy, hereof accepting, the right to receive from the City of Three Rivers, the sum of one hundred thousand dollars, subscribed by the said City in the capital stock of the said Company, in conformity with, and subject to the conditions contained in a by-law passed by the Council of the said City, on the eighteenth day of October, one thousand eight hundred and seventy. the same being payable in bonds of the said City, and also the right to receive from the Municipality of St. Roch de Quebec South, the sum of twenty-five thousand dollars, subscribed by the said Municipality, in the capital stock of the said Company, in virtue of a by-law of the Council of the said Municipality, passed on the fifteenth September, one thousand eight hundred and seventy-one; in consideration of which transfer, the said Honorable Thomas McGreevy, agrees to pay to the said Company, the sum of one hundred

thousand dollars, to be paid in six equal semi-annual payments commencing on the first day of May next, the said amount to be applied by the said Company in the manner provided by a resolution of the Board of Directors, passed on the seventeenth day of February instant.

15. All the provisions contained in the said contract of the fifth day of April, one thousand eight hundred and seventy-two, with reference to mortgage bonds of the said Company, shall be understood to apply, so far as the same are consistent with the present agreement and with the provisions of the said "Quebec Railway Aid Act of 1874," to the said first preference bonds of the Company.

And for the execution of these presents, the parties of the first and second part, have elected their domiciles at the Office of the North Shore Railway Company in the City of Quebec.

Thus done and executed at the City of Quebec, in the Office of the North Shore Railway Company, on the day, month and year first above written, under the number eight hundred and thirty-eight.

In witness whereof, the parties have to these presents, first duly read, set and subscribed their names and signatures, with and in presence of the undersigned Notary, the party of the second part having also affixed the seal of the Company,

(Signed.) "THOS. McGREEVY,"

"W. RHODES,"

"President, N. S. R. W. C.

"J. A. CHARLEBOIS, N.P."

"True ('opy of the original remaining of record in my "office."

OFFICE OF THE NORTH SHORE RAILWAY COMPANY,

Quebec, 20th February, 1874.

At a meeting of the Board of Directors of the North Shore Railway Company, held the 17th day of February instant, the following resolution was adopted:

Resolved, That the Report of the Committee appointed to confer with Mr. McGreevy, and presented this day, be adopted, and that the President be anthorized to enter into an agreement with Mr. McGreevy, on behalf of the Company, accepting the assignment of the contract for the construction of the road, made to him by the Chicago Contracting Company, and recognizing him as the contractor in place of the assignors, and to make a supplementary contract with him, embodying the modifications and changes recommended in the said Report.

Certified

(Signed,)

A. H. VERRET,

(L. S.)

Secretary.

This is the resolution mentioned in the foregoing contract and thereunto annexed, and signed by the parties and the undersigned notary, on the twenty-first day of February, one thousand eight hundred and seventy-four.

(Signed,)

"THOS. McGREEVY,"

"W. RHODES,"

"President N. S. R. W. C."

"J. A. CHARLEBOIS, N. P."

True copy of the resolution annexed to the original deed of record in my office.

OFFICE OF THE NORTH SHORE RAILWAY COMPANY,

Quebec, 17th February, 1874.

At a meeting of the Board of Directors of the North Shore Railway Company, held this 17th day of February instant, the following Report of a Committee was adopted:

To the Board of Directors, of the North Shore Railway Company,

GENTLEMEN,

The Committee appointed by your Board, at their sitting of the 12th February instant, to confer with the Honorable Thomas McGreevy, with a view to ascertain what modifications and changes can be made in the contract for the building of the North Shore Railway and Piles Branch, transferred to him by Messrs. Smith, Dunlap and Keith, have the honor to report, that Mr. McGreevy is willing to agree to the following terms:

Price of Contract\$7,000,000
Payable in the following manner:
Corporation of Quebec\$1,000,000
Government Bonds 1,248,634
Railway 1st Preference Bonds. 4,751,366
\$7,000,000

All Stock bonuses to be abandoned.

Change in contract to be:

Extension of the line, with a double track, from Palace Harbour to deep water, St. Lawrence.

Limit of amount of right of way payable by the Contractor to be increased from \$110,000 to \$150,000.

The necessary wood-sheds and snow-fences to be provided.

Additional sum of \$5,000 per annum, to be paid for Company's expenses.

Issue of First Preferential Bonds to be limited to five millions.

Bonds to the amount of \$248,634 to be reserved by the Company, in order to enable the contractor to make provision for the first six months' interest on the First Preference Bonds after the completion of the road.

The period for completing the Main Line to be extended to the 1st December, 1876.

The work of construction to be commenced immediately after the signing of the contract, and to be proceeded with continuously to the satisfaction of the Chief Engineer of the Company.

The Directors having the right to cancel the contract if the work is not commenced within six months from the signing of the contract, and proceeded with continuously thereafter.

The Committee, after consulting the Engineer on the weight of the rails for the Piles Branch in the existing contract, that gentleman stated that their weight was sufficient for the probable traffic of the road and consequently would not recommend any change in the weight.

As to the question of taking the road to deep-water at Three Rivers, your Committee cannot recommend it, on account of the limited means at the disposal of the Company.

(Signed,) "W. RHODES,"
"Chairman."

Certified,
(Signed,) "A. H. VERRET,"
"Secretary."

1

This is the report of the Committee mentioned in the resolution annexed to the foregoing contract, signed by the parties and the undersigned Notary, and annexed to the said contract on the twenty-first day of February, one thousand eight hundred and seventy-four.

(L. S.)

(Signed.) "THOS. McGREEVY,"
"W. RHODES,"
"President, N. S. R. W. C."
"J. A. CHARLEBOIS, N. P."

True Copy of the resolution annexed to the original deed of record in my office.

OFFICE OF THE NORTH SHORE RAILWAY COMPANY,

Quebec, 17th February, 1874.

At a meeting of the Board of Directors of the North Shore Railway Company, held this 17th February instant, the following resolution was adopted:

Resolved. That the right of the Company to receive the sum of \$125,000 subscribed as stock by the City of Three Rivers, and the Parish of St. Sauveur, be transferred to the contractor on his undertaking to pay to the Company the sum of \$100,000, to be paid in six equal semi-annual payments commencing on the first day of May next, and which amount shall be applied by the Company, as follows:

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To the payment of any outstanding claims on the Company approved of by the Board, of which the payment of the promissory note of the Company shall be considered the first claim, and the refunding to the shareholders the amounts paid in by them the next, and after the payment of the remainder of the claims, any balance of the said sum shall be applied to immediate wants of the road.

This resolution to form part of the contract.

Certified.

(Signed.) "A. H. VERRET."

(L.S.) "Secretary."

This is the resolution of the Board of Directors annexed to the foregoing contract, signed by the parties and the un-

dersigned Notary, on the twenty-first day of February, one thousand eight hundred and seventy-four.

(Signed.) "THOS. MCGREEVY."
"W. RHODES,"
"President, N. S. R. W. C."
"J. A. CHARLEBOIS, N. P."

True copy of the resolution annexed to the original deed of record in my office.

