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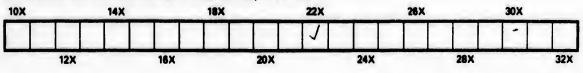
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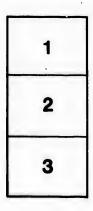
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AGREEMENT

FOR

AMALGAMATION

BETWEEN

THE GRAND TRUNK RAILWAY COMPANY OF CANADA EAST, THE QUEBEC & RICHMOND RAILROAD COMPANY, THE ST. LAWRENCE & ATLANTIC RAILROAD COMPANY, THE GRAND JUNCTION RAILWAY COMPANY, THE TORONTO & GUELPH RAILWAY COMPANY,

AND THE

Grand Crunk Railway Company of Canada,

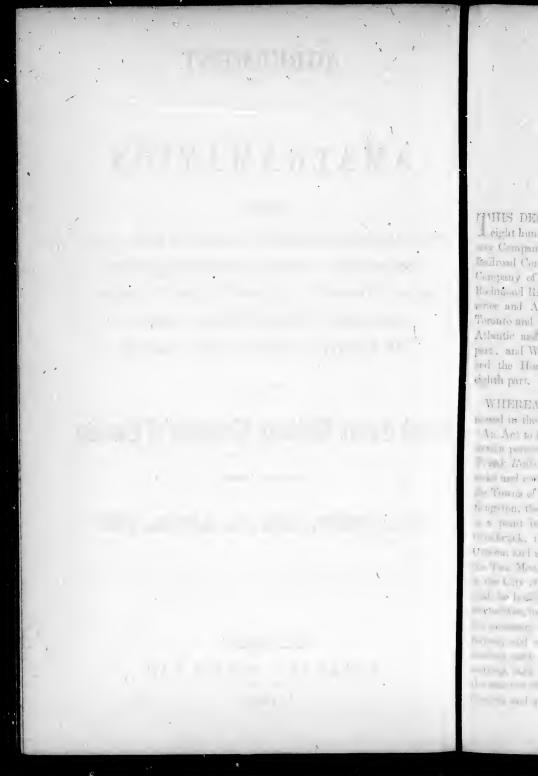
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IN LONIDON, THIE 12m APRIL, 1853.

MONTREAL:

PRINTED BY J. STARKE & CO.

1856.



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THIS DEH eight hund way Company Railroad Com Company of Richmond Ra rence 'and Ar Toronto and C Atlantic and part; and Wi and the Hon eighth part.

WHEREA passed in the "An Act to in certain person Trunk Railw make and com the Towns of Kingston, the to a point in Osnabruck, th Ottawa, and a the Two Moun to the City of shall be lawful themselves, in the necessary of railway and w sterling, such a sterling, each ; the number of election and qu

AMALGAMATION AGREEMENT

THIS DEED is made on the twelfth day of April, one thousand Date of Deed, 12th eight hundred and fifty-three, Between the Grand Trunk Rail- April, 1851 way Company of Canada, of the first part; the Grand Junction Names of Parties Railroad Company of the second part; the Grand Trunk Railway senting to Company of Canada East, of the third part ; the Quebec and amaiga Richmond Railway Company, of the fourth part; the St. Lawrence 'and Atlantic Railroad Company, of the fifth part; the Toronto and Guelph Railroad Company, of the sixth part; the Atlantic and St. Lawrence Railway Company, of the seventh part; and William Jackson of Birkenhead, England, Esquire, and the Honorable John Ross, of Belleville, Canada, of the eighth part.

WHEREAS by an Act of the Provincial Legislature of Canada, Act 16, Viet passed in the sixteenth year of Her Majesty's Reign, intituled, Incorporating The "An Act to incorporate the Grand Trunk Railway of Canada," way Company of certain persons were incorporated under the title of The Grand Trunk Railway Company of Canada, and were authorised to make and complete a railway from the City of Toronto, through the Towns of Port Hope, Cobourg and Belleville, to the City of Kingston, thence through the Towns of Brockville and Prescott to a point in the Eastern Boundary Line of the Township of Osnabruck, thence to St. Raphael's, and thence to the River Ottawa, and across the said River to a point between the lake of the Two Mountains and the Village of St. Ann's, and thence to to the City of Montreal; and by such Act it is provided, that it shall be lawful for the Company to raise and contribute among themselves, in such proportions as to them shall seem convenient, Capital, £3,000,000 the necessary capital for making, completing and using the said Sterling. railway and works, not exceeding the sum of Three Millions sterling, such sum to be divided in shares of Twenty-five Pounds sterling, each; and certain provisions are therein contained as to the number of Directors of the Company, and the appointment, election and qualification of such Directors; and by such Act it

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Provincial guarantee is also provided, that the guarantee of the Province may be given to be given to the ex- to the Company thereby incorporated, to an amount not exceeding

ing, per mile, at the sum of Three Thousand Pounds for every mile in length of rate of £40,000 for the sum of Three Thousand Pounds for every mile in length of every £100,000 ex-pended on the Works. the Report of any Engineer, to be appointed for the purpose by the Governor of the Province, that one hundred thousand pounds sterling has been actually, and with due regard to economy, expended on the said Railway by the Company, in works or materials delivered on the ground, or both conjointly, the guarantee of the said Province may be given to the extent of Forty Thousand Pounds sterling, and so toties quoties whenever it shall be ascertained in like manner that another sum of One Hundred Thousand Pounds sterling has been so expended, until such guarantee shall be given to the extent thereby limited. AND Amount of Provin- Tantee Shan to give the set of the se Rellway Company, Bonds of the Provincial Government which is authorised to be £1,035,000 sterling. issued under the provisions of the said act and of the different

acts recited therein, is One Million and Thirty-five Thousand AND whereas by an agreement dated the fourteenth Pounds. Contract with Jack-Pounds. AND whereas by an agreement dated the fourteenth son, Peto, Breasey & day of December, one thousand eight hundred and fifty-two, be-Betta dated 14th Dec cember, 1862, to con-struct the Grand tween The Grand Trunk Railway Company of Canada, of the Trunk Railway for first part; and William Jackson, Samuel Morton Peto, Thomas #7625 sterling pr mile Brassey and Edward Ladd Betts, all of the City of London, (hereinafter called the Contractors,) of the second part, the contractors agreed to make, construct, complete and equip the said Grand Trunk Railway, at the rate of seven thousand six hundred and twenty-five pounds sterling per mile, on the terms

Becond Contract with and conditions in such contract mentioned. AND whereas, by Jackson, Peto. Bias'y another agreement dated the twenty-third day of March, one the former Contract. The sum to be paid thousand eight hundred and fifty-three, between the said Grand the Contractors to be Trunk Railway Company of Canada, of the first part, and the £3,000,000 sterling, Trunk Railway Company of Canada, of the first part, and the for construction and said Contractors, of the second part, the last mentioned contract date of Contract 23rd was modified, and it was thereby agreed, that instead of the rate March, 1853. per mile therein stipulated for, the price to be paid by the Com-

pany to the Contractors for making, completing and stocking the said Railway with all the incidents and appurtenances specified in the said recited agreement, should be the sum of Three millions pounds sterling, without additions or deductions of any kind, Payment to be as and that such contract sum should be paid as follows: one mil-follows -- £1,035,000 in Provincial Deben- lion and thirty-five thousand pounds sterling, in Canadian Protures, £982,500, in Canadian Pro-Company Doben- vincial Government Debentures, payable in twenty years, in Lon-Bures, £982,500 in don. and meantime hearing is transferred to the first statement of the stateme don, and meantime bearing interest at Six per cent. payable halfyearly in London ; nine hundred and eighty-two thousand five hun-

dred pounds in Debentures of the Company, payable in twentyfive years, in London, and meantime bearing interest at the rate of

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Six per cent. and eighty-tw Company; a: Stock, should Baring, Esqui Peto and Thom (therein and] ferred, as the sales should be require, and s. should be mad was thereby a and Stock so **Government** I the whole lin opening; and certify that th in the purcha brought on the be given to th amount of suc month from th certify the val vided during su a like order sh sum equal in r such certificate certificate shou tion, the balan so much of the as set aside for had not been e and in such con said Trustees, tioned, out of thereby also pi completed and completion of Company to ac forth at their o Contractors she that, if the Con be relieved from equal to the ex

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Six per cent. payable half-yearly in London ; and nine hundred and eighty-two thousand five hundred pounds, in Stock of the Company; and that such Debentures, and the certificates for the Stock, should be handed over to George Carr Glyn and Thomas Debentures and Stock Baring, Esquires, on behalf of the Company, and Samuel Morton to be lodged with G. Peto and Thomas Brassey, Esquires, on behalf of the Contractors, Thomas Brassey, and (therein and hereinafter called the Trustees,) to be sold or trans- sold for acco ferred, as the Contractors should direct, and the proceeds of such sales should be invested in such security as the Contractors should require, and should constitute the fund from which the payment should be made to the Contractors, as therein provided. And it was thereby also provided, that the interest on the Debentures and Stock so sold or transferred, and also on the Provincial Contractors to pay In-Government Debentures, should be paid by the Contractors, until Lucet on Debentures the whole line of Railway should be completed and ready for Railway is finished. opening; and that when the Engineer of the Company should certify that the Contractors had expended fifty thousand pounds in the purchase of land, or in works and materials, or plant brought on the line, and in payment of interest, an order should be given to the Trustees for payment of sixty per cent. of the amount of such certificate, and that at the end of each calendar at the rate of 60 per month from the date of the first certificate, the Engineer should monthly certificates. certify the value of the work done, and plant and materials provided during such previous month, and thereupon, in like manner, a like order should be given for a like payment, or transfer of a sum equal in nominal amount to sixty per cer.t. of the amount of such certificate; and so toties quoties when, and as each monthly certificate should be given, and on the final certificate of completion, the balance remaining in the hands of such Trustees, except £40,000 set eside for so much of the sum of forty thousand pounds, therein mentioned les, &c. as set aside for the payment of the expenses of the Company, as had not been expended, should be paid over to the Contractors; and in such contract is contained a provision for payment, by the said Trustees, of the salaries and other expenses therein mentioned, out of the said sum of forty thousand pounds; and it is thereby also provided, that if any section of the line should be completed and stocked, so as to be ready for traffic, before the completion of the whole railway, it shall be at the option of the Company to accept such portion, and to work the same thenceforth at their own risk, and if they should decline to do so, the Contractors should be at liberty to open and work the same, and lithe Company re-

that, if the Company accepted such option, the Contractors should the road before the be relieved from the payment of interest on an amount of capital the Contractors to be equal to the expenditure on the section or portion so opened, and the amount of explant on the plant provided for working the same ; and it was thereby tions.



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Contract ¹⁵ unbject to also provided, that the period for the completion of the railway modification in case might be extended on the contingencies, and subject to the arbimation with other tration therein mentioned ; and that the now reciting contract and the original contract should be subject to such modifications, as to the mode of payment and the nature of the securities, in and by which, payment was to be made, and as to the interim investment of the funds, as might become necessary or expedient in case of the union or amalgamation of any other Company with The Grand Trunk Railway Company, so that the terms and conditions as to the construction, and equipment, and Act 16, vic. cap. 38, price, should be retained and preserved. AND whereas, by Incorporating, The another Act of the Provincial Legislature of Canada, passed in the sixteenth year of Her Majesty's Reign, intituled, "An Act to provide for the incorporation of a Company to construct a Railway from opposite Quebec to Trois Pistoles, and for the extension of such Railway to the Eastern Frontier of the Province," the Governor was authorise.' on the terms therein mentioned, to issue a Proclamation incorporating a Company to be called The Grand Trunk Railway Company of Canada East,

for the construction of such Railway; and it is by such act pro-Capital of the Grand vided, that the Company may raise for such purpose a capital not pany of Canada East, exceeding One million pounds ; and by such act it is also provided, to be 21,000,000 ster-ling, with Provincial that the guarantee of the Province shall be given to such Company to the same extent and in the same manner as is provided under the last hereinbefore recited Act. AND whereas, such Amount of Provin. Company has been incorporated, and the amount of Government on Bonds to be less Bonds which the Company would be entitled to require, under Trunk Relivey Com-the provisions of the before mentioned Act, is four hundred and pay of Ounda East, fifty-nine thousand pounds. AND whereas, by a contract hearing fifty-nine thousand pounds. AND whereas, by a contract bearing

date the twenty-third day of March, one thousand eight hundred Contract with Jacken and fifty-three, made between The Grand Trunk Railway Company Betts, for the con-straction of the road, of Canada East, of the first part, and the said William Jackson, dated 28th March, Samuel Morton Pew, Thomas Brassey, and Edward Ladd Betts, 1853, for £1,224,000, Samuel Morton Pew, Thomas Brassey, and Edward Ladd Betts, with same conditions hereinafter called the contractors, of the second part, the con-

tractors agreed with the Company to purchase and provide the land necessary for the Railway, and to make, construct and equip the same, in manner therein mentioned, on or before the first November, one thousand eight hundred and fifty-eight, for the sum of one million, two hundred and twenty-four thousand pounds; and by such contract it is provided that, if any section of the Line should be completed and stocked before the entire Railway is finished, it should be at the option of the Company to accept such portion and to work the same at their own risk, and if they should decline to do so, the contractors should be at liberty to open such portion at their risk and for their benefit,

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and that, on tractors sho amount of (opened, and is thereby pr namely, four Canadian P thousand fiv pany, and th pounds, in s ments shall hereinbefore Trunk Railw therein name recited contr payment of t a similar pro the modifica The Grand 7 inbefore reci the provision thorising an the contract the Company the necessary in the capita carrying into and, that in such addition between the contractors fi of the Railw before referre Legislature . Majesty's Re "Junction R the purpose, structing and country layin tain extensio sanction of t capital of the to be divided and to be ra Company ha

AMALGAMATION AGREEMENT.

and that, on such portion being opened by the Company, the contractors should be relieved from the payment of interest on an amount of Capital equal to the expenditure on the section so opened, and on the plant provided for working the same; and it is thereby provided, that such contract sum shall be paid as follows, Payment to namely, four hundred and fifty-nine thousand pounds sterling, in £459,000 sterling, in Canadian Provincial Debentures, three hundred and eighty-two routed at eighty-two case, 500 sterling, thousand five hundred pounds sterling, in debentures of the Com- in Company's Debea-tures, £382,500 sterpany, and three hundred and eighty-two thousand five hundred ling in Stock. pounds, in stock or shares of the Company, and that such payments shall be made in the same manner as is provided by the hereinbefore recited agreement for the construction of The Grand Trunk Railway, with a provision for the retention by the Trustees therein named, (being the same Trustees as are named in the last recited contract,) of the sum of thirteen thousand pounds, for the aside for payment of payment of the salaries and other purposes therein mentioned, and salaries, &c. a similar provision is contained in the now reciting agreement, for the modification thereof, in the event of the amalgamation with The Grand Trunk Railway, to that contained in the lastly hereinbefore recited agreement, and by such contract, after reciting the provisions of the Railway Clauses Consolidation Act, authorising an increase in the Capital of the Company, and that the contract with the contractors, amounted to a larger sum than the Company are at present authorized to raise, it is provided that the necessary steps shall be taken to enable an increase to be made in the capital of the Company, for the purpose of more effectually In case the Company carrying into effect the provisions of the now reciting contract, bench authorised to and, that in case the Company shall not be authorised to create of capital, equitable such additional capital, such equitable arrangement shall be made made between the between the Contractors and the Company, as will relieve the Contractors. contractors from the obligation to construct and equip the whole of the Railway, except on payment of the contract sum hereinbefore referred to. AND whereas, by an Act of the Provincial Legislature of Canada, passed in the sixteenth year of Her Incorporating, the Majesty's Reign, and intituled, "An Act to incorporate the Grand way Company recited. "Junction Railway Company," a Company was incorporated for the purpose, among other things, of laying out, making, constructing and finishing a Railway, on and over any part of the country laying between Belleville and Peterborough, with certain extensions thereof, subject, however, to the approval and sanction of the Government of Canada, and by such Act, the capital of the Company is fixed at the sum of One million pounds, Capital of the Com. to be divided into fifty thousand shares of twenty pounds each, peny to be £1,000,000 and to be raised as therein mentioned. AND whoreas, such Company has been formed, and by a contract dated the twenty-

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Railway be comple-ted on or before tst January, 1859.

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32 Capital £325,000 Cy. CF08.80

third March, one thousand eight hundred and fifty-three, between Stration of the Grand the Grand Junction Railway Company, by the Honorable John Jackson. Peto, Bray Ross, as their agent, duly authorised to act in their behalf, on March, 1835, for the one part, and the said William Jackson, Samuel Morton Peto, Belleville to Peterbor- Thomas Brassey and Edward Ladd Betts, hereinafter called the

Contractors, of the other part: the Contractors have agreed to make, construct and complete the section or part of the said Railway lying between Belleville and Peterborough, being a distance of about fifty miles, in manner and character in such contract mentioned, for the sum of four hundred thousand pounds. Payment to be one which sum is provided to be paid: one half in Debentures of the Debentures, and one Company, payable in London twenty-five years after the dates on which they are respectively issued, bearing interest, payable half-yearly in London, at the rate of Six per cent. per annum; and the remaining half, in Stock or Shares of the Company, to be entered on the register as fully paid up. And by such contract is is provided, that such railway shall be completed on or before the first day of January, in the year of our Lord one thousand eight hundred and fifty-nine; and that the payments to the Contractors shall be made as the works proceed, in shares and Debentures, on the certificates of the Engineer, in the manner and subject to the stipulations in such contract contained.

Intereston Debentures And by such contract it is also provided, that the interest upon by the Contractors, the Debentures or Stock to be from time to time sold or transferred to parties other than the Contractors, shall be from time to time paid by the Contractors, until the whole of the Railway shall have been stocked and ready to be opened for Traffic; and 29 29 Stooo, set apart for such contract also provides, that the sum of four thousand pounds the payment of salar- shall be set aside for payment of the salaries, and other expenses les.

therein mentioned. AND whereas, an Act was passed by the Act 14 and 15, Vict. Provincial Legislature of Canada, in the fourteenth and fifteenth ting The Toronto and years of Her Majesty's Reign, intituled, "An Act to incorporate Gouph Railway Com-"the Toronto and Guelph Railway Company," under which a

Company has been incorporated, for the purpose of constructing a Railway between Toronto and Guelph. AND whereas, another at 16, Viet. cap. 41, Act was passed by the Provincial Legislature of Canada, in the fifteenth and sixteenth years of Her present Majesty's Reign, intituled, "An Act to amend an Act to incorporate the Toronto "and Guelph Railway Company," whereby the capital of the said Company was declared to be the sum of three hundred and twenty-five thousand pounds, Provincial currency, divided into sixty-five thousand shares, of five pounds each; and it was provided, that such capital might, if necessary, from time to time be increased in the manner provided for by the Railway Clauses Consolidation Act. And by such Act it is also provided, that it

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ween John lf, on Peto. d the ed to Raildisconounds. of the dates yable num; ny, to h conon or rd one ments shares mantained. t upon transm time ailway c; and pounds penses by the fteenth rporate vhich a ructing nother , in the Reign, loronto of the red and ed into as protime be Clauses that it

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should be] from the T the waters purpose to a further such furthe deemed to maintenanc an indentur sand eight h Railway Co Gzowski, D Alexander ! " tractors," to execute t the terms as indenture. eight hundr the Canadia tioned, to ex that from G other agreen sand eight Guelph Rail Esquire, of t presented by reciting the lately passed Railway Con that it had be take place, t Contractors, be made betw construction, Guelph and such contract that in case Calendar mor tracts should into effect, in operation, the way from To Sarnia, being miles, and all same in accor

should be lawful for the said Company to extend their Railway Railway may be ex-from the Town of Guelph, through the Village of Stratford to to to the deform Gaelph to the waters of the River St. Claire, at Port Sarnia, and for that create of £1,000,000, cy., to the capital of purpose to raise in such manner as the Directors should think fit, the Company. a further sum of one million pounds Provincial Currency, or such further amount of capital as should from time to time be deemed to be necessary for the proper and efficient construction, maintenance and working of such extension. AND whereas, by maintenance and working of such extension. All whereas, by 34 an indenture, dated the twenty-sixth day of November, one thou-Grossit, D. L. Mo-sand eight hundred and fifty-two, between the Toronto and Guelph Holton, and A. J. Railway Company, of the first part, and Casimir Stanislaus amber, 1852, to con-Gzowski, David Lewis McPherson, Luther Hamilton Holton, and struct the Rallway Gueiph. Alexander Tilloch Galt, hereinafter called the "Canadian Con-" tractors," of the second part. The Canadian Contractors agreed Another Contract to execute the portion of the Railway from Toronto to Guelph, on with the same partles the terms and conditions therein mentioned. And by another to construct the Rall-indenture, dated the eighteenth of February, one thousand February, 1863. eight hundred and fifty-three, made between the same parties, the Canadian Contractors agreed on the conditions therein mentioned, to execute the remaining portion of the said Railway, being that from Guelph to the Port of Sarnia. AND whereas, by another agreement dated the twenty-fourth day of March, one thousand eight hundred and fifty-three, between the Toronto and Guelph Railway Company, represented by Alexander Gillespie, Esquire, of the one part, and the said Canadian Contractors, represented by Alexander Tilloch Galt, of the other part. After reciting the before last mentioned Contracts, and that an Act had lately passed authorising the amalgamation of The Grand Trunk Railway Company of Canada, with various other Companies, and that it had been agreed that in case such amalgamation should Contracts of the 28th take place, the before mentioned Contracts with the Canadian 12th February, Contractors, should be vacated, and that a new Contract should Growsit & Company, be made between them for the purchase of land for, and for the of amalgamation, and construction, completion and equipment of the Railway between 24th March, 1853, for fuelph and the Port of Sarnia on the terms and conditions in Road from Toronto to construction in Road from Toronto to such contract contained, it is by the now reciting contract agreed, that in case the amalgamation should be effected within six Calendar months from the date thereof, the before recited Contracts should be annulled, and that present Contract should come into effect, in case the now reciting Contract should come into operation, the Canadian Contractors agreed to complete the Railway from Toronto to Guelph, and from Guelph to the Port of Sarnia, being a distance of about one hundred and seventy-two miles, and all the stations thereof, and to equip and stock the same in accordance with the specifications therein referred to, on

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88 £13,000 to be reserved for the payment of salaries, &c.

Act 18 & 14 Viet. cap. 116, Incorporating The Quebec & Rich-mond Railroad Company, recited.

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Railway to be com-pleted by the is Jaly, fifty-seven, for the sum of one million three hundred and seventy-187, for the sum of seventy fifty-seven, for the sum of one million three hundred and seventy-sevent sevent sevents is thousand pounds sterling, and by such contract it is provided those as to payment that, if any portion of the line shall be completed and stocked so seried in the contracts as to be ready for traffic before the completion of the whole Rail-co

way, it should be at the option of the Company to accept the same and to work it for their own benefit, and if they should decline so to do, the Contractors should be at liberty to open and work such portion at their risk and for their benefit, and that in case the Company should accept and open any such portion, the Contractors should be relieved from the payment of interest on an amount of capital equal to the expenditure on the section so opened, and on the plant provided for working the same ; and by such contract it is provided, that the interest on the capital called up by the Company, for the purposes of the contract, should be paid by the Contractors, until the whole of the Railway should be completed and stocked, so as to be ready to be opened for traffic. and that the contract price should be paid to the Contractors on the certificates of the Engineer, in manner therein mentioned, subject, however, to the reservation of the sum of thirteen thousand pounds, to be applied in payment of the salaries and expenses therein mentioned; and by such contract it is provided, that the necessary steps shall be taken by the Company to enable them to make such increase of capital as would be necessary for the due fulfillment of the Contract. AND whereas. by an Act of the Provincial Legislature of Canada, passed in the thirteenth and fourteenth years of the Reign of Her present Majesty, intituled, "An Act to incorporate Peter Patterson, Esq." and others, under the name of the "Quebec and Richmond Railway Company," a Company was incorporated for the construction of a Railroad from a point on the South shore of the River St. Lawrence, opposite the City of Quebec, to the village of Richmond or the neighbourhood thereof, there to connect with the Saint Lawrence and Atlantic Railway, and by such Act, the Company was authorised to raise a capital not exceeding six hundred and fifty thousand pounds, provincial currency, to be divided into fifty-two thousand shares, of twelve pounds, ten shillings each, and also to borrow the sum of one hundred and fifty thousand pounds, Provincial Currency. AND whereas, by Convest dated 20th October, 1852, with a contract dated the twentieth day of October, one thousand eight Jackson, Peter, Bra-sey and Bette, to con-hundred and fifty-two, between William Jackson, Samuel Morton struct and equip the Peto, Thomas Brassey and Edward Ladd Betts, horeinstfter called Represe & Richmond Peto, Thomas Brassey and Edward Ladd Betts, horeinstfter called Represed the "Contractors," of the one part, and the Quebec and Richmond Railway Company, of the other part, the Contractors agreed w

construct, complete and equip the Railway therein described, ac-

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thirty-first fifty-five, fo sterling, to thousand p the Provinc Company, t the produce after credit subscribed : such contract yearly, in st per cent, on issued by th Legislature of Her present Lawrence an pany was in from the Riv the general boundary lin point as wou rence Railwa raise a capita power to rais currency. eleventh yea "An Act to and Atlantic the said Com for the purpo Saint Lawren of which Ac the Saint La entitled to th way, which li the Province and Atlantic

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cording to the plans and specifications therein referred to, by the Road to be complet-sterling, to be paid as follows, videlicet, two hundred and fifty Payment to be made thousand pounds sterling, in Debentures of the Government of as follows: the Province, one hundred thousand pounds in Debentures of the Provincial Debentures Company, two hundred and five thousand pounds in Cash, being £200,000 stg. in Cash the produce of shares subscribed for in England, and the balance £95,000 stg. in Stock after crediting the amount which might be paid upon shares subscribed for in Canada, in shares of the Company; and by such contract it is provided, that the Contractors shall pay half- Contractors to pay yearly, in sterling, in London, interest at the rate of six pounds and Debentures. shares per cent, on the amount of shares and debentures which may be issued by the Company. AND whereas, an Act of the Provincial Legislature of Canada, was passed in the eighth year of the reign of Act 8 Vict., cap. 25, Her present Majesty, intituled, "An Act to incorporate the Saint lanue Railroad Com-Lawrence and Atlantic Railroad Company," under which a Company was incorporated and empowered to construct a Railroad from the River Saint Lawrence, opposite the City of Montreal, in the general direction of St. Hyacinthe and Sherbrooke, to the boundary line between Canada and the United States, at such point as would best connect with the Atlantic and Saint Lawrence Railway, and by such Act, the Company was empowered to raise a capital of six hundred thousand pounds currency, with a Capital, £600,000 cy power to raise an additional sum of five hundred thousand pounds £500,000 ey. more. currency. AND whereas, an Act was passed in the tenth and eleventh years of the reign of Her present Majesty, entituled, 65, amending former Act 10 & 11 Vict. cap. "An Act to amend the Act incorporating the Saint Lawrence the powers of the and Atlantic Railroad Company," and to extend the powers of Company. the said Company; and three other Acts have been since passed Three subsequent for the purpose of amending and enlarging the powers of the Acts passed, exicad-lag powers of the Acts passed, exicad-Saint Lawrence and Atlantic Railway Company, under the last Company, vizi of which Acts, and an agreement executed in pursuance thereof, 18 ki Vict. cap. 176. 16 Vict. cap. 178. the Saint Lawrence and Atlantic Railway Company, are now entitled to that portion of the Atlantic and Saint Lawrence Railway, which lies between Island Pond and the boundary line of the Province of Canada. AND whereas, the said Saint Lawrence and Atlantic Railway is nearly completed, and the capital which Total Capital of the they are authorised to raise, is one million, two hundred and lattic Railroad Com-twenty-five thousand pounds currency, of which, the sum of two $\frac{1}{\text{Els}^{225},000}$ ey. hundred and forty-six thousand, one hundred pounds, or thereabouts, has been raised by shares, and six hundred and thirtythree thousand pounds sterling, or thereabouts, by borrowing; and it is anticipated that the sum of three hundred thousand pounds sterling, will be required for the purpose of fully completing and

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Provincial Deben- equipping the said Railway. AND whereas, Provincial Deben-

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tures to the amount tures to the amount of sixty-seven thousand, eight hundred the St. Lawrence & pounds, have been issued to the said Saint Lawrence and Atlantie Railway Company, and are now held by them. AND whereas, by Act 15 Vict. cap. 39, an Act of the Provincial Legislature of Canada, passed in the way forming part of fifteenth and sixteenth years of the Reign of Her present Majesty, to purchase any other intituled, "An Act to empower any Railway Company whose " Railway forms part of the main Trunk I ine of Railway through-" out the Province, to unite with any other such Company or to " purchase the property and rights of any such Company, and to " repeal certain Acts therein mentioned, incorporating Railway " Companies," it is provided that it shall be lawful for any two or or more Companies formed, or to be hereafter formed for the purpose of constructing any Railway which shall form part of the Main Trunk Line of Railway, contemplated by the Legislature, in passing an Act of the fourteenth and fifteenth years of Her present Majesty, intituled, "An Act to make provisions for the " the construction of a Main Trunk Line of Railway throughout " the whole length of this Province," to unite together as one Company, or for any one of such Companies to purchase and acquire the property and rights of any one or more of such Com-Act to apply to the panies. And it is thereby declared, that the provisions of the now St. Lawre ice & At-lantic Bullway. reciting Act shall apply to and include the Scint Lawrence reciting Act shall apply to, and include the Saint Lawrence and Atlantic Railroad Company, and the whole of the Railway which that Company are empowered to construct, and shall also apply to, and include any Company which may have been formed by the union of any two or more Companies under this Act. And it is thereby also provided, that it shall be lawful for the Directors of any such Company as aforesaid, to agree with the Directors Provisions of the act of any other such Company or Companies that the Companies they respectively represent shall be united as one Company, and by such agreement, to fix the terms upon which such union shall take place, the rights which the Shareholders of each Company shall possess, after such union, the number of Directors of the Company after such union, and who shall be such Directors until the then next election, the period at which such next election shall be held, the number of votes which the Shareholders of either Company shall respectively have thereat, the Corporate name of the Company after any such union, the time when the agreement shall take effect, the By-Laws which shall apply to the united Company, and generally, to make such conditions and stipulations touching the terms upon which such union shall take place, as may be found necessary for the determining the rights of the said Companies respectively, and of the Shareholders thereof, after any such union, and the mode in which the business of the Company

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shall be ma thereby als have been r panies which the Shareho provided by ticularly, th the said ag and if at su panies conc of the Shar proxy, be g shall have f thereof not i an Act of three-fourth meeting, in such agreen no other me like purpose the first me sidering any of the time and not afte and after the of two or m tended to be tion by the shall be inv be responsil parties to su poration wit would be en union bo en union, and such union, tinued and union, by th And it is th Vaon, as af shall be equ and they m the total an thereby fur will make

shall be managed and conducted after any such union. And it is thereby also provided, that whenever any such agreement shall Meetings of Share-have been made, as aforesaid, the Directors of each of the Com-holders to be called panies which it is to affect, shall call a special general meeting of allowing such union the Shareholders of the Company they represent, in the manner provided by law for calling such general meetings, stating particularly, that such meeting is called for the purpose of considering the said agreement and of ratifying or disallowing the same, and if at such meeting of the Shareholders of each of the Companies concerned, respectively, three-fourths or more of the votes of the Shareholders attending the same, either in person or by proxy, be given for ratifying the said agreement, then the same shall have full effect accordingly, as if all the terms and clauses thereof not inconsistent with the now reciting Act, were enacted in an Act of the Legislature of this Province; and if less than Three-fourths of the an Act of the Legislature of this Frovince; and if less than vice of the Share-three-fourths of the votes of the Shareholders present at Such holders required to return the unit of the shareholders present at Such holders required to meeting, in person or by proxy, be given in favor of ratifying such agreement, then the same shall be void and of no effect, and no other meeting shall be called to consider any agreement for a like purpose, within six months thereafter, provided always, that the first meeting of the Shareholders of any Company for considering any such agreement, shall be held within three months of the time when the same shall be made by the Directors thereof, and not afterwards. And it is thereby further provided that from and after the time when any such ratified agreement for the union 55. of two or more Companies shall take effect, the Companies in the united Company to have all the time in the united Company tended to be united shall become one Company and one Corpora- the respective Comtion by the corporate name assigned to it in such agreement, and same their liabilshall be invested with, and have all the rights and property, and be responsible for all the liabilities of the respective Companies, parties to such agreement, and shall be held to be the same Corporation with each of them, so that any right or claim which would be enforced by or against either of them, may after such union be enforced, by or against the Company formed by their union, and any suit, action or proceeding pending at the time of such union, by or against either of such Companies, may be continued and completed by or against the Company formed by their union, by the corporate name assigned to it by the agreement. And it is thereby further provided, that in the case of any such The Capital of the Viton, as aforesaid, the capital of the Company formed thereby, equal to the combined shall be equal to the combined capitals of the Companies united, paules forming such and they may raise by loan or otherwise, any sum not exceeding the total amount which such Company might raise. And it is thereby further provided, that the Legislature of the Province will make any further Legislativo Provision, which may be

Ac 16, Vic. cap. 76, required for the purpose of giving full effect to the now reciting extending the Pro-Act, and to any agreement made under it, and ratified, as Act 16, Vict. cap. 89, aforesaid, according to the true intent and purport thereof. AND whereas, by an Act of the Provincial Legislature of Canada. passed in the sixteenth year of Her present Majesty, intituled, " An Act to extend the provisions of the Railway Companies Union Act, to Companies whose Railways intersect the Main Trunk Line, or touch places which the said Line also touches." It is provided that the hereinbefore recited Act, intituled, "An Act to empower any Railway Company whose Railway forms " part of the Main Trunk Line of Railway throughout this Pro-" vince, to unite with any other such Company, or to purchase the " property and rights of such Company, and to repeal certain "Acts therein mentioned, incorporating Railway Companies," and all the enactments and provisions therein contained shall extend and apply to, and include any Railway Company whose Railway intersects the Main Trunk Line of Railway contemplated by the Legislature, in passing the Act of the now last session of the Provincial Parliament, intituled, "An Act to make pro-" visions for the construction of a Main Trunk Line of Railway " throughout the whole Province," or touches any City, Town or The Companies union place which the said contemplated Main Trunk Line of Railway Act to apply to the also touches, subject always to the amendments and provisions

Company of Canada. therein contained. And it is thereby further provided, that if one of the Railway Companies forming a union under the hereinbefore recited Act, be The Grand Trunk Railway of Canada, or any Company formed by the union of the said Company with any other, then the Corporate name of the Company, formed by such union shall be "The Grand Trunk Railway Company of The number of Direc- Such, and in Shah be The Grand Trunk Ranway Company of tor of the amaigama-" Canada," and the Directors of the Company so formed, shall ted Grand Trunk Raitway Company, to be have the rights of voting by proxy, and other the rights and powers 18-12 to be elected by the Shareholders and vested in the Directors of The Grand Trunk Railway Company of (anada, by the Act incorporating the same, and the number of the Directors of the Company formed by such union shall be eighteen, twelve of whom shall be elected by the Shareholders, and six appointed by the Governor of the Province of Canada, unless and until such Company shall renounce the benefit of the

Provincial guarantee, in which case the number of Directors If the Company re-shall be reduced to twelve, by the retirement of the Directors Builde the builde the build build by the Governor, and if there shall be at any time of antee the number of appointed by the Governor, and if there shall be at any time of Directors to be only us such union, Directors of more than one of the Companies for-Bhareholders. ming the same, who have been appointed by the Governor, of ming the same, who have been appointed by the Governor, of Canada, then such of the said Directors as the Governor shall designate, shall retire from office so as to reduce the number of Government Directors to six, and the Directors elected by the

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Shareholde in office un termined ad under the I whereas, by passed in t "An Act t " Bridge ov " the City Railway Co formed by Railway Co full power a called and Saint Lawr treal, to son the Parish o side of the said Parish piers, statio may be nec AND it is the Director increase the not exceedi pounds ster! AND where March, in t fifty-three, Canada, by their behalf Morton Pet after called passing of before recite Companies make, build the River S or properly sections an payments t made, to co period ther that, in co pounds, to

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Shareholders of each of the united Companies, who shall remain in office until others shall be elected in their stead, shall be determined according to agreement made by the said Companies under the Provincial Act first therein cited and extended. X AND Act 16, Vict. cap. 75, whereas, by another Act of the Provincial Legislature of Canada, authorising the conpassed in the sixteenth year of Her present Majesty, entituled, Bridge over the Saint "An Act to provide for the construction of a general Railway recited. " Bridge over the River Saint Lawrence, at or in the vicinity of " the City of Montreal," it is provided, that The Grand Trunk Railway Company of Canada, or any Company which shall be The Grand Trank Railway Company of formed by the union of the said Company with any one or more Ganada, may construct such Bridge. Railway Companies, under the Act in that behalf, shall have full power and authority to construct a Railway Bridge to be called and known as the "Victoria Bridge," across the River toria Bridge." Saint Lawrence, from some point in the City or Parish of Montreal, to some point in the Parish of Antoine de Longueuil, or in the Parish of Laprairie de la Magdeleine, and to construct on either side of the said River and within the said City, or any of the said Parishes, such Branch Rollways, wharves, embankments, piers, stations, inclined plains and other works of any kind, as may be necessary for the convenient using of the said Bridge. AND it is thereby further provided, that it shall be lawful for the Directors of the Company, constructing the said Bridge, to Capital stock of the increase the capital stock of the said Company, by such sum ing such Bridge to be not exceeding the sum of one million five hundred thousand Sterling. pounds sterling, as might be requisite for the constructing thereof. AND whereas, by an agreement made, the twenty-third day of Contract, dated 23rd March, in the year of our Lord one thousand eight hundred and March, 1853, with Jackson, Pero, Bras-fifty-three, between The Grand Trunk Railway Company of seven al Betts for con-struction of the Bridge Canada, by the Honorable John Ross, duly authorised to act on their behalf, of the one part, and William Jackson and Samuel Morton Peto, Thomas Brassey, and Edward Ladd Betts, hereinafter called the Contractors, of the other part, subject to the passing of the Bill therein recited, being the act lastly hereinbefore recited, and subject also to the amalgamation of the several Companies being carried into effect, the Contractors agreed to make, build, construct and complete the said Tubular Bridge over the River St. Lawrence, at Montreal, with all works necessarily or properly appurtenant thereto, in accordance with the plans and sections and specifications thereunto annexed, and in case the payments thereinafter stipulated for, and duly and punctually made, to complete the said Bridge within the period or extended period therein mentioned. AND it is thereby further agreed, Price for that, in consideration of one million, four hundred thousand Bridge to be 21,400, to be pounds, to be increased to one million, five hundred thousand to 21,500,000 stering.

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pounds on the contingencies therein mentioned, the Contractors undertake all risks and contingencies and that such Contract sum shall be paid to the Contractors by The Grand Trunk Railway Company, in cash, on the monthly certificates of the Engineer. AND whereas, only a small proportion of the shares in The Grand Trunk Railway Company, The Grand Trunk Railway Company

Amount of Provincial of Canada East and The Grand Junction Railroad Company, have Bonds to be issued to be companies form- been issued. AND whereas, the amount of Government Bonds ing the amalgamated unissued in respect of The Grand Trunk Railway Company, The Grand Trunk Railway Company of Canada East, the Quebec and

Richmond Railway Company, and the Saint Lawrence and Atlantic Railway Company, is one million, eight hundred and eleven thousand, five hundred pounds. AND whereas, the amalgama-The amaigamation of tion of all the Companies whose Railways intersect or join the the Companies in-the Companies in-the Companies in-the Companies in-the Companies in-the Main Trunk Railway through the province, is highly desirable ing the Main Trunk Line of Railway with a view to economical and efficient management, by one body, through th. Province and such amalgamation would be very beneficial to the public, and also the several Shareholders in each of the separate Companies, and such amalgamation has been agreed upon, between the Directors of the several Companies upon the terms and conditions hereinafter contained. NOW THESE PRESENTS WITNESS, that each of the said several Companies of the second. third, fourth, fifth, and sixth part, doth hereby subject to the approval of the Shareholders, in accordance with the provisions of the Act of Parliament hereinbefore recited, covenant and declare, with and to the said Company, parties hereto of the first part, and the said Company, parties hereto of the first part, doth hereby, subject as aforesaid, covenant and declare, with and to each of the said Companies, parties hereto of the second, third, fourth. fifth and sixth parts, as follows, that is to say :---

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the Companies form-Company of Canada, is £1,811,500 stg.

is desirable.

Rallway Companies agree to unite and amalgamate ioto one Trunk Railicay Com-pany of Canada, viz The Grand Truck R W Co. of Canada, The Grand Trunk R. The Grand Trunk R. W. Co. of Canada East, The Quebec & Richmond R. R. Co., The St. Lawrance and Atlantic R. R. Co., The Toronto and Gueiph Railway Co., The Grand Junction Railway Company.

FROM and after the first day of July, One thousand eight From 1st July, 1863, hundred and fifty-three, The Grand Trunk Railway Company of Canada East, the Quebecand Richmond Railway Company, the St. Lawrence and Atlantic Railway Company, The Grand Junction Railway Company, De Lawrence Company, and the Toronto and Guelph Railway Company, shall be united with, and incorporated into The Grand Trunk Railway Company, and shall, together, form one Company, to be called " The Grand Trunk Railway Company of Canada," and the undertakings of the said several Companies shall be united into one undertaking, to be called "The Grand Trunk Railway of Canada," subject to the provisions of the hereinbefore recited Acts of Parliament, and to the assent of the Shareholders of the several Companies, as required by the hereinbefore recited Act to authorize the union of Companies on the Grand

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and eight mpany of pany, the I Junction vay Comhe Grand Company, of Canamies shall and Trunk he hereinthe Shareereinbefore the Grand Trunk Line the construthe Saint Trunk Rail the contrac

2. THE "Act," wit "Surveys,' several spece amalgamate thereof, as f of the clau visions here

3. THE aggregate a Companies of entitled to r liament rela such increase time be ma "Consolidar

4. THE a way Comparation the Register which so many have been as

5. THE Company sl for the conv come stock of the Unit United Com as shall at t thereon, and self as part pany, the su ated amount of the Sain sum the arr

Trunk Line. IN the United Undertaking, is also to be included, The united underthe construction and maintenance of an Iron Tubular Bridge over taking to comprise the Saint Lawrence at Montreal, as projected by the Grand maintenance of the Trunk Railway Company, under the provisions of the Act and the contract hereinbefore recited.

2. THE several clauses of the "Railway clauses consolidation The Railway clauses "Act," with such modifications, however, as regards " Plans and apply to the analga-meted Company. "Surveys," and "general provisions," as are contained in the several special Acts of the different Companies, shall apply to the amalgamated Company, and to the Directors and Shareholders thereof, as fully as if the same were herein repeated, except such of the clauses thereof as are inconsistent with the express provisions hereinafter contained.

3. THE Capital of the united Company will consist of the The capital of the United Company to aggregate amount of the respective Capitals, which the several consist of the aggre C.mpanies forming such union, may have raised or have been the Companies form ing it. entitled to raise, under the authority of the several Acts of Parliament relating to such Companies respectively, together with such increase of such aggregate Capital as may from time to time be made, under the provisions of the "Railway Clauses " Consolidation Act."

4. THE Stock or Shares of the Quebec and Richmond Rail- The stock of the way Company, shall become stock or shares of the same nominal Gnobes & Richmond amount in the Capital of the United Company, and shall rank on United Company. the Register of the United Company, as stock or shares upon it. which so much is paid as shall, at the time of the amalgamation, have been actually paid thereon.

5. THE Stock or Shares of the Saint Lawrence and Atlantic The stock of the St. Company shall (subject to such equalization as may be necessary Railway Company, to for the conversion thereof from currency to sterling money) bc- United Company with come stock or shares of the same nominal amount, in the Capital so much paid on it. of the United Company, and shall rank on the register of the United Company, as stock or shares upon which so much is paid as shall at the time of the amalgamation have been actually paid thereon, and in addition, the United Company shall take upon itself as part of the liabilities and obligations of the United Company, the sum of seventy-five thousand pounds, being the estim- be paid to the stor-holders of the Saint ated amount of the arrears of interest due to the Shareholders Lawrence & Atlantic of the Saint Lawrence and Atlantic Company, and with which for arrears of Interest sum the arrears will be fully discharged.

£75,000 sterling, Railroad Company,

6. SO much of the stock or shares of the Toronto and Guelph The stock of the To rento and Gueipa Railway Company, as have already been issued, shall also (sub-Railway Company, to Railway Company, as have already been issued, shall also (sub-rank as stock in the ject to such equilization as shall be necessary for conversion from united Company with ject to Sterling money.) become stock or shares of the same Currency to Sterling money,) become stock or shares of the same nominal amount in the Capital of the united Company, and shall rank on the Register of the United Company, as stock or shares upon which so much is paid as shall at the time of the amalgamation have been actually paid thereon, and in addition thereto, the United Company, shall take upon itself as part of the liabil-

£2000 sterling to be ities and obligations of the United Company, the sum of Two paid to the stock-holders of the Toronto thousand pounds, as arrears of interest to the Shareholders in the Rond Guelph Railway Toronto and Guelph Railway Company.

The stock of the re-maling Companies, with the unissued capital of the three Companies last before the United Company. mentioned, and any additional capital which any of the Com-7. THE Stock or shares of the remaining Companies, together panies may have authority to raise, shall (subject to the equalization of such portion as is Currency, into Sterling money) rank as stock or shares of the same nominal amount in the United Company, and be disposed of as part of such stock or shares.

8. ALL Provincial Debentures which at the time of the effec-Debentures belong- ting of the said amalgamation, shall be held by any or either of penies, to become the property of the the said Companies, and not issued to the Public, shall become United Company. the Property of the United Company, and shall be held at the the Property of the United Company, and shall be held at the disposal of such Company.

> 9. THE united capital shall be applied to the general purposes of the united undertaking.

10. THE United Company shall forthwith create stock or shares The United Company amount of £4,364,300 to the aggregate amount of Four millions eight hundred and sixtysterling in shares of four thousand, eight hundred pounds sterling, in shares of twentyfive pounds each.

ed for Provincial Debentures.

11. THE United Company shall also create Debentures here-The United Company 11. 1111 United Company shall also create Debentures ner-anali ereate "con- inafter called "Convertible Debentures" to any aggregate amount, "vertible" Debentures, to the extent not exceeding One million, eight hundred and eleven thousand be hereafter exchan-five hundred pounds sterling, in sums of One hundred pounds each, payable at twenty years, in London, bearing interest at six per cent, per annum, payable half-yearly, in London, such Debentures to be exchangeable by the holders thereof, for Bonds of the Provincial Government of Canada, payable at the same period and place, and bearing a like interest, such exchange to be effected at such time or times, and in such manner as the Directors may direct, after the successive issues of such bonds of the Government.

Unissued Provincial ing to any of the Com-

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13. OF Debentures thousand to stock or sh amount of pounds ster hundred por tures, to an

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14. OF thundred and quantity, as from currence existing stoce pany, the Sa Companies.

15. THE sum of thre pounds, divid hundred and 12. The United Company shall also create Debentures, herein- Debentures to be after called "Company's Debentures," to an aggregate amount, Debentures, to be not exceeding Two millions and ninety thousand, seven hundred or ested to the smount pounds sterling, in sums of one hundred pounds each, payable convertible into at twenty-five years, in London, bearing interest at the rate of January, 1863. six per cent per annum, payable half-yearly in London, such debentures to be convertible at the option of the holders in stock of the Company, at Par, on or before the first day of January, one thousand eight hundred and sixty-three.

13. OF the last mentioned Debentures, there shall be reserved, of Company's De-Debentures to the amount of Two hundred and seventy-nine £773.200 stg. are of thousand two hundred pounds sterling, and of the above mentioned £6568.400 stelling, stock or shares, there shall be reserved stock or shares to the certain share and bondholders. amount of five hundred and fifty-eight thousand four hundred pounds sterling, which shall be assigned in the proportion of two hundred pounds of stock, for each one hundred pounds of Debentures, to and among the undermentioned parties, as follows:

To the Shareholders of the Quebec and Richmond Railway, Company, £405,000 0s. 0d.

To the shareholders in the St. Lawrence and Atlantic Railway Company, £262,600 Os. 0d.

To the Bondholders of the Ontario and Simcoe Railway Com-£170,000 Os. 0d. pany,

The several parties in whose favor such reserve is made, shall Parties entitled to intimate their acceptance within twenty-one days from the notifi- such debentures and cation by the United Company, that such shares and bonds are days from notificaat their disposal, and in default of acceptance, the same shall be tion. at the disposal of the Directors, who may dispose thereof in such manner as they think fit.

14. OF the remaining stock, twenty-seven thousand, three 27,326 shares to be hundred and thirty-six shares, or such number not exceeding that issued in exchange quantity, as shall be required, having regard to the conversion and Atlantic Shares, from currency to sterling, shall be issued in exchange, for the Guelph shares. existing stock already issued by the Quebec and Richmond Company, the Saint Lawrence and Atlantic, and Toronto and Guelph Companies.

15. THE residue of the stock and shares, amounting to the Apportionment of resum of three million, six hundred and twenty-three thousand maining stock, viz: pounds, divided into one hundred and fifty-four thousand nine to £3,023,000 sig. hundred and twenty shares, of twenty-five pounds each, shall be

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so apportioned that to every holder of two hundred pounds stock or shares, there shall be appropriated and issued a "Convertible " Debtature," for one hundred pounds, and a " Company's De-" benture" of onc hundred pounds, bearing interest, and payable respectively, as before mentioned.

Existing shareholders in certalu Companies entitled to shares in the United Company.

16. EVERY existing shareholder in the Grand Trunk Railway Company, the Grand Trunk Railway Company of Canada East, and the Grand Junction Railway Company, shall be entitled to one of such one hundred and forty-four thousand, nine hundred and twenty shares of the United Company in respect of each share, which he holds in any of the last mentioned Railway Companies, and also, to the same proportion of Debentures as is provided by the last clause.

88 The shares may be elsewhere.

17. THE shares and stock may be subscribed for and issued issued in Canada or in Canada or elsewhere, either altogether, or from time to time, in such amounts as may be deemed advisable, and with such option to the subscribers for shares, to take all or any part of the unissued shares or stock or Debentures, as may be thought expedient, subject however, to the foregoing limitations and reservations.

89 Directors to have power to make land or elsewhere.

90 Interest.

agents, acc.

18. THE Directors may from time to time, subject, however, to the foregoing limitations and reservations, make such arrangements arrangement, for the insue of shares or stock, or Debentures, to be subscribed for in Canada, or elsewhere, either for the present or for any additional capital which they may be authorized to raise, as to such Directors shall seem fit, and for payment in England, of the And also for the pay-ment of Dividends on Dividends and interest on the shares and Debentures, at such place or places, as such Directors shall from time to time deter-And for the appoint mine ; and they may from time to time appoint an agent or ment of an agent or agents of the Company, in England, or elsewhere, and may delegate to such agent or agents, such powers as the Directors shall from time to time think fit, and they may make such rules and regalations, as to the issuing of and shares and Debentures, as to the mode, time, and place of transfer of such shares and Debentures, and as to the mode, time, and place of payment of the calls upon such shares and instalments upon such Debentures. and of the dividends or interest thereon, as shall be deemed re-

No call after first al- quisite or beneficial, but no call after the first allotment, shall lotment to exceed £210s. on each share exceed two pounds ten shillings per twenty-five pound share, or and 10 per cent on each debenture, such ten per cent on each Debenture, with intervals of not less than onlis to be at inter-vale of not less than 4 four months between each call.

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23. SIX than three be English Director m toing them for more th

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24 TH Turnas Bi Honorable The Honor Edward C Canada, in Calmont, I London, Es The Honor Mc'Nill, of Holmes, of William R Esquires, s

AMALGAMATION AGREEMENT.

19. AS soon as conveniently may be, having regard to the A new Register of different amounts paid on the shares in the different Companies, made and arrange and to the necessity of equalizing the capital, by conversion of mentics of mentics of exchange of cercurrency into sterling, a new register of shareholders 'shall be ufficates.' made, containing entries of the several amounts, and numbers of shares or stock to which the several shareholders of the United Company are entitled, and arrangements shall be made for the exchange of the certificates of the shares in each of the separate Companies, for certificates of shares in the United Company.

20. THE Directors shall have the same rights and remedies $_{\text{The Directors may}}^{94}$ for obtaining and enforcing the payment of calls on the share-of calls. holders in each of the separate Companies, as the Directors of each separate Company would have had, in case the amalgamation had not taken place.

21. THE profits of the United Company available for divi- The profits of the dend, shall be divided among the several proprietors of stock and United Company, to be available for Division in the United Capital, rateably according to the nominal idend. amount of their respective stock and shares.

22. THE number of Directors, of the United Company as Six of the Directors fixed by the Act, being eighteen, of whom, six are to be appointed shall be resident in England, by the Government and the remainder by the Company, six of the Board at least shall be persons resident in England, and the remainder in Canada.

23. SIX shall be a quorum of Directors, of whom not less ⁹⁷ than three shall be Government Directors, and at least two shall a quorum i Directors be English Directors, present in person or by proxy, and any Director may vote by proxy at any board meeting, such proxies being themselves Directors, but no Director shall act as proxy for more than three other Directors.

24 THE following persons shall be the first Directors, naraely, Names of the first The mass Baring and George Carr Glyn, of London, Esquires, The Directors. Honorable Etienne Paschal Taché, The Honorable James Morris, The Honorable Malcolm Cameron, and The Honorable René Edward Caron, all of Quebee, appointed by the Governor of Canada, in Council, and Henry Wollaston Blake, Robert Mc-Calmont, Kirkman D hiel Hodgson, and William Thompson, of London, Esquires, and The Honorable John Ross of Brockville, The Honorable Francis Hincks of Quebee, The Honorable Peter Mc⁴ ill, of Montreal, George Crawford of Brockville, Benjamin Holmos, of Montreal, William Hamilton Ponton, ef Belleville, William Rhodes, of Quebee, and M. F. Whittomore, of Toronto, Esquires, shareholders, elective Directors.

AMALGAMATION AGREEMENT.

stock.

100 Retirement of Directors.

25. THE stock quelification of shareholders, to be elected Qualification of elec-tive Directors to be Directors of the United Company, shall be twenty-five shares 25 shares each, Gov- Directors of the United Company, shall be twenty-five shares enument Directors of twenty-five pounds sterling each, in the United Stock, but any person may be appointed a Director by the Governor, whether he be so qualified or not, or whether he be or be not a shareholder.

> 26. OF the elective Directors, one third to be determined by ballot among themselves, unless they shall otherwise agree, shall go out of office at the meeting hereinafter referred to, as the period at which the first election of new Directors is to take place, and at the next ordinary general meeting, which shall be held next after the first day of January following, one half of the remaining number of such elective Directors, to be determined in like manner, shall go out of office, and at the next ordinary general meeting, which shall be held after the 1st day of January, then following, the remainder of such elective Directors shall a out of office, and in each instance, the places of the retiring ive Directors, shall be supplied by an equal number of qualified shareholders; and at the ordinary general meeting held next after the first day of January, in each succeeding year, one third of the elective Directors, being those who have been longest in office, shall go out of office, and their places shall be supplied in like manner; nevertheless, every Director so retiring from office, may be re-elected immediately, or at any future time, and after such re-election shall, with reference to going out by rotation, be considered as new Director, and if, in consequence of any increase or decrease in the number of Directors, the number of elective Directors shall be some number not divisible by three, the Directors shall determine what number, as nearly one third as may be, shall go out of office, so that the whole number of elective Directors shall go out of office in three years, provided that no such going out of office by rotation hereinbefore mentioned, shall have effect, unless the shareholders at such meeting as before mentioned, shall proceed to fill up, and shall fill up the vacancies then occuring.

101 First Ordinary General 'Meeting of shareholders.

102 Notice of Meetings one month.

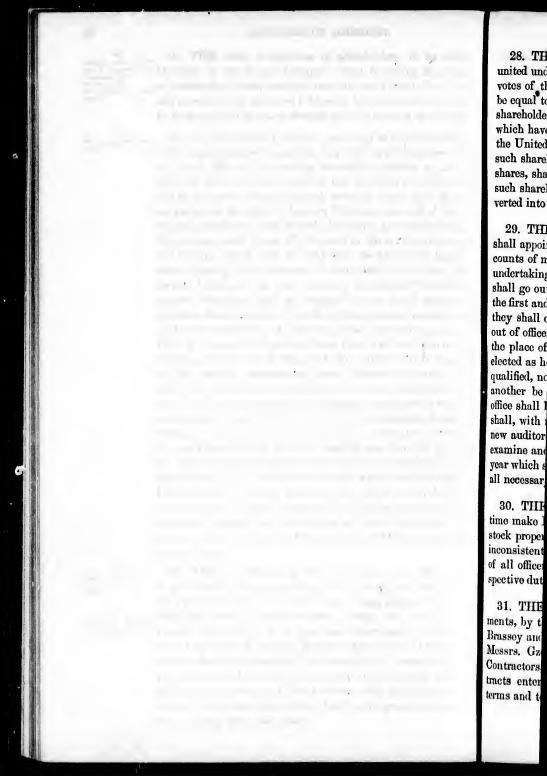
27. THE first ordinary general meeting of the shareholders in the United Company shall be held at such time and place in the Province of Canada, as the Directors may appoint, PROVIDED that public notice thereof be given, during one month, in the to be published for Canada Gazette, and in at least one other paper, published in each of the Cities of Toronto, Kingston, Montreal and Quebec, and at such first general meeting, the shareholders present in person or by proxy, and qualified to vote, shall determine the period at which the first election of new Directors shall take place, and the time or times when the yearly or half-yearly general meetings of the Company shall take place.

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28. THE number of votes to which each shareholder in the $v_{\text{otes to be equal to}}$ united undertaking shall be entitled, on every occasion when the the number of shares votes of the shareholders of the Company are to be given, shall be equal to the number of twenty-five pound shares held by such shareholder, and in case such shareholder is a holder of shares which have not been converted into twenty-five pound shares of the United Company, then the number of votes to which each such shareholder shall be entitled, in respect of such unconverted shares, shall be as nearly as may be, equal to the number which such shareholder would have had, if such shares had been converted into twenty-five pound shares.

29. THE Shareholders at the first ordinary General Meeting, Appointment of three shall appoint three Auditors, being shareholders, to audit all ac-Auditors. counts of money laid out and disbursed on account of the united undertaking, and at each General Meeting at which Directors shall go out of office, one of such auditors (to be determined in the first and second instance by ballot between themselves, unless they shall otherwise agree, and afterwards by seniority,) shall go out of office, and the shareholders shall elect an auditor to supply the place of the auditor retiring from office; and every auditor elected as hereinbefore provided, being neither removed nor disqualified, nor having resigned, shall continue an auditor until another be elected in his stead; and any auditor going out of office shall be immediately re-eligible, and after any re-election. shall, with respect to going out of office by rotation, be deemed a new auditor; and the auditors from time to time in office shall examine and report upon the accounts of the Company, for the year which shall elapse during their period of office, and shall have all necessary powers and facilities for that purpose.

105 30. THE Directors of the United Company may from time to Directors may make time make By-laws for the management and disposition of the By-laws. stock property and business affairs of the United Company, not inconsistent with the laws of Canada, and for the appointment of all officers, servants and artificers, and prescribing their respective duties.

31. THE provisions of the several hereinbefore recited agree- 106 The provisions of the ments, by the separate Companies, with Messrs. Jackson, Peto, Saveral contracts with Brassey and Betts, hereinafter called the Contractors, and with Gzowski & Co., to be modified and new Messrs. Gzowski and Company, hereinafter called the Canadian contracts to be en-Contractors, are to be modified, and a new contract or new contracts entered into with the amalgamated Company, upon the terms and to the effect contained in the Draft of such contract,

hereunto annexed, by way of schedule, the adoption by the amalgamated Company of such new contract, being an essential condition of such amalgamation.

107 The United Company to pay Interest on shares & debentures from date of amalgamation to the final completion of the Road.

32. THE United Company shall bear and pay the interest payable on the Debentures and shares or stock of the Company, that is to say, at the rate of Six per cent. per annum, upon the amount from time to time actually paid up from the date of the amalgamation, until the final completion of all the works comprised in the said recited agreements, and if the Fund derived from the payment of interest by the Contractors during construction, as provided in the said contract hereto annexed, and from the net earnings of the different Railways included in the amalgamation. as successively opened for traffic, shall, in any half-year exceed the amount required for payment of such interest, the excess shall be held in reserve, and if such fund shall in any half-year be insufficient for such payment of interest in full, the deficiency shall be made good out of such reserve, or, if necessary, out of Capital, and if made good out of Capital, the amount so advanced shall be repaid out of any future reserve, until final completion, as aforesaid.

108 33. The entire charges of the Engineers and Staff, in relation The expenses of the Engineer and staff of to the construction of the Tubular Bridge, hereinbefore mentioned, the Victoria Brige, to the construction by, and paid out of the funds of the United Company.

109 An Act to be applied of this agreement, and for sundry and other purposes.

34. APPLICATION shall, if required, or considered expedient for if necessary, ie by the United Board, be made to the Provincial Parliament, in the next Session, for an act to confirm the amalgamation intended to be effected by this deed, and to confirm and legalise such of the provisions herein contained as to the legality whereof any doubts may be entertained, and to authorize an increase to be made in capital of the United Company, and in such act, a clause shall be inserted to authorize the Company from time to time to increase or to reduce the number of the Directors, and to determine the order of such increased or reduced number, and what number shall be a quorum, PROVIDED, that the relative proportions of English and Government Directors shall not be altered, and all such other clauses with relation to the holding of General meetings, and the times of declaring dividends, or the like, as the Directors of the United Company shall think expedient.

110 enure as to such of the Companies as shall ratify it.

35. THAT in case this agreement be not ratified and confirmed If the agreement is 35. THAT in case this agreement be not ratified and confirmed not ratified by all the by the requisite proportion of Shareholders in each of the separate Companies, it shall nevertheless enure as to such of the Companies which do ratify the same, provided the Shareholders in

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three at lea same. AN Company, v of Represen pose of loca and keeping City of Port and if deem Franklin, to from thence to such plac structed from whereas, the hereinafter c have granted way, being t the boundary half of the AND where portion of th land to Islan together with opened the sa pose, the said upon their sh dollars, and Company, a f it has been ag lease of the Lawrence Rai being a distar term of nine amalgamation agreement, d hundred and duly authoriz Lawrence Ra Jackson, and it is provided amalgamation of and in bot Lawrence Co Trunk Railw portion or sec from Portlan

three at least of the several Companies, determine to ratify the sume. AND Whereas, the Atlantic and St. Lawrence Railway Incorporation of the Company, was incorporated by an act of the Senate and House Atlantic and Saint Lawrence Railroad of Representatives of Maine, in the United States, for the pur-Company. pose of locating, constructing and finally completing, altering and keeping in repair, a Railroad from some point or place in the City of Portland, through the counties of Cumberland and Oxford, and if deemed advisable, through the south westerly corner of Franklin, to the boundary line of the said State of Maine, and from thence through the States of New Hampshire and Vermont, to such place as would best connect with a Railroad to be constructed from such boundary to Montreal, in Canada. AND whereas, the said Atlantic and Saint Lawrence Railway Company, hereinafter called the Atlantic and Saint Lawrence Company, have granted a lease of one portion or section of their said Railway, being that from Island Pond, in the State of Vermont, to the boundary line of Canada, in perpetuity to Trustees, on behalf of the Saint Lawrence and Atlantic Railway Company. AND whereas, the said Company have constructed the other portion of their said Railway, being that from the City of Portland to Island Pond aforesaid, in accordance with the said Act, together with all the works and apurtenances thereof, and have opened the same for Public Traffic. AND whereas, for this purpose, the said Atlantic and Saint Lawrence Company have called Capital of the Atlan-upon their shares, a capital of one million seven hundred thousand Rainoa Company, \$1,700,000 in shares, dollars, and have also borrowed on bonds or debentures of the \$3,000,000, in Bonds Company, a further sum of three million dollars. AND whereas, it has been agreed, that, the United Company shall have and take a Recitat of the lease lease of the said portion or section of the said Atlantic and Saint Hou. John Ress, and Lawrence Railway, from Portland to Island Pond, above mentioned, the part of the United being a distance of about one hundred and forty-eight miles, for a Lawrence Railread term of nine hundred and ninety-nine years from the date of the of 900 years. amalgamation of the said Canadian Railway Companies, and by agreement, dated the twenty-third March, one thousand eight hundred and fifty-three, between Alexander Tilloch Galt, as agent, duly authorized to act on behalf of the said Atlantic and Saint Lawrence Railway Company, of the one part, and William Jackson, and The Honorable John Ross, of the other part, it is provided that, subject to the carrying into effect of such amalgamation, and also, subject to the assent of the shareholders of and in both the said Companies, the said Atlantic and Saint Lawrence Company shall and will grant, and the said Grand Trunk Railway Company, will accept a Lease of the aforesaid portion or section of the Atlantic and Saint Lawrence Railway, from Portland to Island Pond, together with all and singular the

stations, warehouses, bridges, culverts and other works, forming part of, or necessarily, or properly appurtenant to the said Railway, and all the Wharves belonging to the said Atlantic and Saint Lawrence Company, adjoining to, or connected with the said portion and section of the said Railway, and all the fixed and overable plant, rolling stock and stores of the said Atlantic and Saint Lawrence Company, and all vacant land to which the said Atlantic and St. Lawrence Company are entitled, as Lessees, assignees of lessees or otherwise, and all and singular the shore rights, water rights and Harbor privileges, belonging to, or vested in the said Atlantic and St. Lawrence Company, and all other the rights, privileges advantagements, easements and appurtenances which they the said Atlantic and Saint Lawrence Company now possess, and all the tolls, rates, fares, rents and income, which, under their Act of Incorporation, the said Atlantic and Saint Lawrence Company are, or at any time hereafter may be entitled to receive and take, and all the debts, credits, engagements, liabilities and benefits of the said Atlantic and Saint Lawrence Company, from the first day of July next ensuing, or such other day as may hereafter be agreed, for and during the full term of nine hundred and ninety-nine years from thence next ensuing, and by such agreement it is provided, that there shall be reserved and payable upon such Lease to the Atlantic and Saint Lawrence Company, a y y sum or rent equal to interest at the rate of six pounds ent, per annum, upon the share and stock capital of the said Atlantic and Saint Lawrence Company, so called up, being the said sum of One million, seven hundred thousand dollars, and to the total amount of interest payable by the Atlantic and Saint Lawrence Company, on all capital already borrowed by them on Debentures or Bonds, or otherwise, being the said sum of three million dollars, free of all deductions whatsoever, such annual sum or rent, being payable by equal half-yearly instalments, on the first day of January, and the first day of July, in each year, the payment of such rent to be made in the City of Portland, in the State of Maine, and the first of such payments to be made on such of the said days as shall happen first after the day of the date of the lease, to be hereafter executed, in pursuance of the now reciting agreement, but rateably according to the number of days which shall have elapsed from the day appointed for the commencement of the said lease, up to such first day of reservation; and it is thereby also provided, that upon the execution of the said intended lease, the said Grand Trunk Railway Company shall and will assume to take upon themselves, and guarantee and indemnify the said Atlantic and St. Lawrence Company, against all mortgages of the said Atlantic and Saint Lawrence Company

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and all th other the Saint Lav far as the Act of in the said A cable by t except for vided, that constitutio or their er of Maine, of the said entered in Trustees, o with a vie Railway C PRESENTS . declared an these prese themselves agreement Ross, with shall be can Company, or held on and that agreement shall be be

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and all the previsions as to the creation of a sinking fand, and all other the liabilities and engagements of the said Atlantic and Saint Lawrence Company, to which they may then be subject, so far as the same are in accordance with the provisions of their Act of incorporation, in so much that the yearly rent payable to the said Atlantic and Saint Lawrence Company, may be applicable by them to dividends, without any deduction whatsoever, except for expenses of management; and it is thereby also provided, that the now reciting agreement is not to affect or alter the constitution of the said Atlantic and Saint Lawrence Company, or their engagements, or obligations contracted towards the State of Maine, and is to be provisional on the part of the shareholders of the said Company. AND whereas, the said agreement was entered into by the said William Jackson and John Ross, as Trustees, on behalf of the Grand Trunk Railway Company, and with a view to an assignment of such lease to the Grand Trunk Railway Company, or to the United Company. NOW THESE PRESENTS FURTHER WITNESS, and it is hereby further covenanted, declared and agreed, by and between all the Companies, parties to these presents, and the said William Jackson and John Ross, for themselves, their heirs, executors and administrators, that the said agreement so entered into by the said William Jackson and John Ross, with the Atlantic and Saint Lawrence Railway Company, shall be carried out and completed for the benefit of the United Company, and such lease when obtained, shall be transferred to, or held on behalf of or for the benefit of the United Company, and that all the obligations and liabilities incurred by such agreement and by the lease to be granted in pursuance thereof. shall be borne and paid by the United Company.

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AN agreement made the

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in the year of our Lord one thousand eight hundred and fifty-three, between the Grand Trunk Railway Company of Canada, incorporated in accordance with the provisions of an act passed by the Provincial Legislature of of Canada, in the year one thousand eight hundred and fifty-two, intituled, "An Act to empower any Railway Company, whose railway forms part of the Main Trunk Line of Railway through this Province, to unite with any other such Company, or to purchase the property and rights of any such Company, and to repeal certain acts therein mentioned, incorporating Railway Companies," and of another act of the Provincial Legislature of Canada, passed in the present year, intituled, "An Act to extend the provisions of the Railway Companies Union Act, to Companies "whose Railways intersect the Main Trunk Line, or touch places which the said line also touches," of the first part, William Jackson, of Birkenhead, and Samuel Morton Peto, Thomas Brassey and Edward Ladd Betts, all of London, Contractors, of the second part, and Casimir Stanislaus Gzowski, of the City of Montreal, Civil Engineer, David Lewis McPherson, and Luther Hamilton Holton, both of Montreal aforesaid, Merchants, and Alexander Tilloch Galt, of the Town of Sherbrooke, in Canada, Esquire, of the third part.

WHEREAS, a Railway Company called the Grand Trunk Railway Company of Canada, was incorporated by an act of the said Provincial Legislature, passed in the sixteenth year of the Reign of Her Present Majesty, intituled, "An Act to incorporate the Grand Trunk Railway of Canada, for the purpose (amongst other things,) of making and maintaining a Railway from Teronto, through the towns of Port Hope, Cobourg, and Belleville, to the City of Kingston, and from the said City of Kingston, through the towns of Brockville and Prescott, to a point in the Eastern boundary line, of the Township of Osnabruck, thence to St. Raphaels, and thence to the River Ottawa, and across the said river te a point between the Lake of Two Mountains and the Village of St. Anns, and thence to the City of Montreal.

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AMALGAMATION AGREEMENT.

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AND whereas, the Grand Trunk Railway Company of Canada East, was incorporated for the purpose (amongst other things,) of making and maintaining a Railway from some point on the Quebec and Richmond Railway, (hereinafter mentioned,) opposite or nearly opposite to Quebec, on the south shore of the Saint Lawrence, to Trois Pistoles. AND whereas, the Quebec and Richmond Railroad Company were incorporated for the purpose (amongst other things,) of making and maintaining a Railway from Hadlow Cove, in the Parish of Notre Dame de la Victoire, near Quebec, to Richmond, in the District of Saint Francis, in Lower Canada. AND whereas, the Grand Junction Railroad Company, were incorporated for the purpose (amongst other things,) of laying out, making, constructing and finishing a Railway on and over any part of the country lying between Belleville and Peterborough. AND whereas, the Toronto and Guelph Railway Company were incorporated for the purpose of making and maintaining a Railway from Toronto to Guelph, and were afterwards authorized to extend and continue their Railway to the Port of Sarnia. AND whereas, the Saint Lawrence and Atlantic Railway Company were incorporated for the purpose (amongst other things,) of making and maintaining a Railway from the River Saint Lawrence, opposite the City of Montreal, to a junction with the Atlantic and Saint Lawrence Railway, at or near the boundary of the State of Maine, in the United States, and they have constructed the said Railway accordingly. AND whereas, all the said Companies are now amalgamated into the said Grand Trunk Railway Company of Canada, party hereto, under the authority of the said Act, and by the assent of General Meetings of the said Companies respectively, with such majority of votes thereat respectively, as is by the said act required. AND whereas, the last mentioned Grand Trunk Railway Company of Canada, (hereinafter called " the Amalgamated Company,") now, or shortly will be the Lessees of the said Atlantic and Saint Lawrence Railway. AND whereas on the fourteenth day of December, in the year of our Contracta with Lord one thousand eight hundred and fifty-two, and previously to Jackson and Co. for such amalgamation, an agreement was entered into between the Grand Trunk Ralsaid first incorporated Grand Trunk Railway Company of Can-ind 23rd March, ada, dated ada, and the parties hereto, of the second part, and on the twenty- 1853. third day of March, in the year of our Lord one thousand eight hundred and fifty-three, and also previously to such amalgamation, another agreement was entered into between the said parties, in some degree modifying and varying the first agreement, and by the said agreements respectively, the said parties hereto of the second part, (hereinafter called "The English Contractors,") undertook to construct and complete the line of Railway above men-

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tioned, of the said Company, and to equip the same with Rolling Stock for the gross sum of three million pounds Sterling, and it was thereby agreed (amongst other things,) that of the said sum of three million pounds, one million and thirty-five thousand pounds, should be paid in Canadian Provincial Debentures guaranteed by the Government of the Province of Canada, of such description as was specified in the Act of Incorporation of the said Company, nine hundred and eighty-two thousand five hundred pounds, in Debentures of the Company, having twenty-five years to run, and of the description specified in the said agreement, and nine hundred and eighty-two thousand five hundred pounds, in shares or stock of the said Company, with certain special clauses and provisions, as to the mode of making such payments respectively, that out of the fund to be provided as therein mentioned, for payment of the English Contractors, a sum of forty thousand pounds should be set apart for payment of the expenses 'of the Company, until the said Railway should be ready to be opened for traffic, that the English Contractors should pay the interest on the said Provincial Debentures, and also upon all debentures and stock applied or appropriated to the payment of the contract sum, and sold or transferred, by order of the English Contractors, until the said Railway should be ready to be opened for traffic, and that the said agreements were to be subject to such modification as to the mode of payment and as to the nature of the securities, in and by which payment was to be made to the English Contractors, and as to the interim investment of such funds as might become necessary or expedient in case of the union or amalgamation of any other Railway Company or Companies, with the said first incorporated Grand Trunk Railway Company of Canada, so that the terms and conditions of the said agreements as to construction and equipment, and price, Contract with Jackson & Co., for should be retained and preserved. AND whereas, also on the

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Grand Trunk Rail- said twenty-third day of March, an agreement was entered into way of Canada East, between the said Grand Trunk Railway Company of Canada 1853. East, and the parties hereto of the second part, whereby the said English Contractors undertook to construct and complete the above mentioned line of Railway of the said Company, and to equip the same with rolling stock for the gross sum of one million two hundred and twenty-four thousand pounds, and it was thereby agreed (amongst other things,) that of the said sum of one million two hundred and twenty-four thousand pounds, four hundred and fifty-nine thousand pounds should be paid in Canadian Provincial Debentures, of the description above mentioned, three hundred and eighty-two thousand five hundred pounds in Bonds or Debentures of the Company, of the description above mentioned.

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rith Rolling ling, and it ne said sum e thousand res guaranla, of such tion of the nd five huntwenty-five said agreeive hundred with certain aking such provided as' ctors, a sum ment of the should be ctors should d also upon he payment order of the be ready to e to be subnt and as to nt was to be erim investexpedient in ilway Comrand Trunk l conditions t, and price, lso on the entered into of Canada by the said mplete the any, and to one million was thereby one million undred and ian Provinree hundred onds or Dementioned,

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and three hundred and eighty-two thousand five hundred pounds in Stock of the said Company, with certain special clauses and provisions as to the mode of making such payments, respectively; that out of the fund to be provided as therein mentioned for payment of the English Contractors, a sum of thirteen thousand pounds should be set apart for payment of the expenses of the said Company, until the said Railway shall be ready to be opened for traffic ; that the English Contractors should pay the interest on the said Provincial Debentures, and also upon all Debentures and stock applied or appropriated to the payment of the said contract sum, and sold or transferred by order of the English Contractors, until the said Railway shall be ready to be opened for traffic, and the said Agreement should be subject to such modifications as to the mode of payment and as to the nature of the securities, in and by which payment was to be made to the Contractors, and as to the interim investment of such funds as might become necessary or expedient in case of the union or amalgamation of any other Railway Company or Companies, with the said Grand Trunk Railway Company of Canada East, so that the terms and conditions of this agreement, as to construction and equipment, should be retained and preserved. AND whereas, also, on the twenty-second day of October, in the year of our Lord Contract with Jackon the twenty-second day of October, in the year of our hord cond. Co., for the one thousand cight hundred and fifty-two, an agreement was construction of the Quebec and Rein-entered into before Notaries Public at Quebec, between the said 22nd October, 1852. William Jackson, acting for the said parties hereto of the second part, and the said Quebec and Richmond Railroad Company, whereby, the said English Contractors undertook to construct and complete the above mentioned line of Railway of the said Company, and to equip the same with rolling stock, for the sum of six hundred and fifty thousand pounds, upon the terms and conditions in such contract mentioned; and it was thereby agreed that, the gross contract sum so made up, should be paid, as follows, two hundred and fifty thousand pounds, in Canadian Provincial Debentures, of the description above specified, one hundred thousand pounds, in Bonds or Debentures of the said Company, or in money proceeding from the sale of such bonds or debentures; two hundred and five thousand pounds, by the proceeds of shares to that amount, allotted to persons in England, as and when the calls and instalments thereon should be respectively paid, that the balance (if any) remaining due, should be paid by the proceeds of shares subscribed for and taken in Canada, as and when the calls and instalments thereon should be respectively paid, and the further balance if any, in shares or stock of the Company with certain special clauses and provisions, as to the mode of making such payments, respectively, that the English

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117 Contract with Jackson & Co., for the construction of the Grand Junction Railway, dated 23rd March, 1863.

118 Contract with C. S. Gzowski & Co., for the construction of the Railway from Toronto to Sarnia. Dated 24th March, 1852.

Contractors should pay all the necessary expenses of the said Company, up to the time that the said Railway should be ready to be opened for traffic, and that the said English Contractors should pay the interest on the said Canadian Provincial Debentures, and on the said Debentures of the Company, to the said extent of one hundred thousand pounds as aforesaid, and also on the shares or stock subscribed for and taken in Canada, as aforesaid, and upon any shares or stock-sold or transferred by them. AND whereas, also, on the said twenty-third day of March, in the year of our Lord, one thousand eight hundred and fifty-three, an agreement was entered into between the said Grand Junction Railroad Company, and the said parties hereto of the second part, whereby, the said English Contractors undertook to construct and complete a portion of the said Railway between Belleville and Peterborough, a distance of fifty-miles, and to equip the same with rolling stock for the gross sum of four hundred thousand pounds, and it was thereby agreed (amongst other things) that of the said sum of four hundred thousand pounds, one half was to be paid in bonds or Debentures of the Company, of the description above specified, and the remaining half in stock of the Company, that out of the fund to be provided as therein mentioned for payment of the English Contractors, a sum of four thousand pounds should be set apart for payment of the expenses of the said Company, until the said Railway should be ready to be opened for traffic; that the English Contractors should pay the interest upon all Debentures and stock applied or appropriated to the payment of the said contract sum, and sold or transferred by order of the English Contractors, until the said Railway should be opened for traffic, and that the said agreement should be subject to such modifications as the mode of payments, and as to the nature of the securities in and by which payment was to be made to them, and as to the interim investment of such funds, as might become necessary or expedient in ease of the union or amalgamation of any other Railway Company or Companies, with the said Grand Junction Railroad Company, so that the torms and conditions of the said agreement, as to construction, payment and equipment, should be retained and preserved. AND whereas, also, on the twenty-fourth day of March, in the year of our Lord one thousand eight hundred and fifty-three, an agreement was entered into between the said Toronto and Guelph Railway Company and the parties hereto of the third part, (hereinafter designated as "The Canadian " Contractors,") conditional upon the said hereinbefore mentioned amalgamation taking place, whereby, the said Canadian Contractors undertook to construct and complete the above mentioned line of Railway of the said Company, and to equip the same with

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of the said be ready to ctors should entures, and xtent of one he shares or d, and upon D whereas, year of our 1 agreement ilroad Comhereby, the nd complete eterborough, rolling stock , and it was said sum of uid in bonds ve specified, at out of the nent of the is should be mpany, untraffic; that n all Debent of the said the English d for traffic, ch modificaf the securim, and as to ne necessary f any other nd Junction of the said nt, should be venty-fourth l eight hunbetween the parties herehe Canadian re mentioned an Contracentioned line e same with

willog stock, for the gross sum of one million three Lund and service six thousand post , and 's we thereby agreed, (ar at 1 a ber things.) that the struct am should b paid in r - - to the manner therein which that a put of thirteen they as 1 ads should be set apart, for the s, a s of the said Comp. 14. to bl the said Railway sh all be reater to be opened for truffe, if, t the sail Canadian Contractory shou I r y the interest on all the Uspin called up by the said Go up r, for the purpose of the aid much, until the said Rolls y and be ready to be open of for traile. I that the and a set that he subject to ach and instantis to the mede of provide and rate to the rear of the a unities, in and by which represents as to be only as right been and sary or at it, up i each a r i in ion I'm geifected, but that the terms and conductors of the such mement, is to the price and construction, or loquipulant we to be n of and preserved. AND whereas, elso, on be said out durdday of March, an agreement was entered into how on the and mailfir incorporated Grand Trunk Railway Contany Conand the bid English Controlors, conditionally, up a description an algoma, on taking place, for the co- true on by the soil Fin-The Contretter, of Tabula by Budge everth, River F. 1 wrence at Montre 1. fitte whole mullion for lucket mand mult, adjust to a certain it evase as there in nro. Land it was thereby a greed, (amongst other think .) that the shad Contract sure should be paid in each, abject to ce thin special provisions, as to the mode of payment, and that the particular it uses hould enter into all further diels which min' " pare my or expedient in an a, noe of such une of the estion, that the man sus all ality at the acress at shall be rate of and provided ANY) where it is and of beer found noes any experient row with many " mano, is surroduce it a following the iffastion with the in the and contracts, or blicht, that the contraction here and see al lind part, shall be paid the blue me fail. which communers calculated by a trivity to a contract of the and by Conception Prove and Theberthere . or Theborthe a solumerd Copp n. that is some for E. perpending at training processing of the second of the second sec 1 I while and 1 produces a second were the providence of the second sec and the state to peep a second and the second secon I will find br a bit day and the at a specific to a specific of the second states of and the particular is a second a grow of the second

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rolling stock, for the gross sum of one million three hundred and seventy-six thousand pounds, and it was thereby agreed, (amongst other things,) that the said Contract sum should be paid in money in the manner therein specified, that a sum of thirteen thousand pounds should be set apart, for the expenses of the said Company, until the said Railway should be ready to be opened for traffic, that the said Canadian Contractors should pay the interest on all the Capital called up by the said Company, for the purpose of the said contract, until the said Railway should be ready to be opened for traffic, and that the said agreement should be subject to such modification as to the mode of payment, and as to the nature of the securities, in and by which payment was to be made, as might become necessary or expedient, upon such amalgamation being effected, but that the terms and conditions of the said agreement, as to the price and construction, and equipment, were to be retained and preserved. AND whereas, also, on the said twentythird day of March, an agreement was entered into between the contract with Jacksaid first incorporated Grand Trunk Railway Company of Canada, victoria Bridge. and the said English Contractors, conditionally, upon the said Dated 23rd March, amalgamation taking place, for the construction by the said English Contractors, of a Tubular Iron Bridge over the River Saint Lawrence at Montreal, for the sum of one million four hundred thousand pounds, subject to a certain increase as therein mentioned and it was thereby agreed, (amongst other things,) that the said Contract sum should be paid in cash, subject to certain special provisions, as to the mode of payment, and that the parties thereto should enter into all further deeds which might become necessary or expedient in consequence of such union or amalgamation, so that the general terms and conditions of the said agreement should be retained and preserved. AND whereas, it has in fact been found necessary or expedient, upon such amalga- Certain modifications mas in fact been tound necessary of experience, upon such amage and alterations made mation, to introduce the following modifications and alterations in the several con-tractions before recited. into the said contracts, vedelicit, that the parties hereto of the second and third part, shall be paid the said contract sums (all contractors to be paid of which sums were calculated by the Contractors, as sterling and in sterling money, instead of Provincial not currency,) respectively, in sterling money, in London, and Bonds, and to renot by Canadian Provincial Debentures, or Debentures or stock 15 per cent upon the of the amalgamated Company, that in consideration of the English Contractors relinquishing the said Canadian Provincial Debentures, they shall be entitled to receive an addition of fifteen per cent upon the nominal amount of all sums which, under the said agreements, respectively, would have been paid in such Debentures, (the said fifteen per cent being the present premium upon the said Debentures,) that the parties of the second part, hereinafter called the English Contractors, shall, on the first day

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122 English Contractors to take on lai July, 1854, 24,165 shares, (called aubsequently B. shares) £301,912 of 6 convertible De-bentures, £301,912 of Company's Deben-tures. of July, one thousand eight hundred and fifty-four, subscribe for tures.

and take twenty-four thousand one hundred and fifty-three shares in the amalgamated undertaking, of the one hundred and fortyfour thousand nine hundred and twenty-shares, referred to in the prospectus as offered to the Public, Debentures convertible into Government Debentures, to the extent of three hundred and one thousand nine hundred and twelve pounds, and Company's Debentures to the extent of three hundred and one thousand nine hundred and twelve pounds, that forty-eight thousand three bundred and seven shares of the one hundred and fortyfour thousand nine hundred and twenty-shares, above mentioned Debentures, convertible into Government Debentures, to the extent of six hundred and three thousand eight hundred and thirtyeight pounds, and Company's Debentures to a like extent of six hundred and three thousand eight hundred and thirty-eight pounds, shall be retained by the Company with the option and privilege reserved to each holder of the seventy-two thousand four hundred and sixty-shares, now about to be issued, half of the one hundred and forty-four thousand nine hundred and twenty, above referred to, apply for and take in addition to the shares held by him, twothirds of the number of shares held by him, and an equal amount in Debentures, one half in Debentures convertible into Provincial Government Debentures, and the other half in Debentures of the Company, so as such option be exercised before the first day

of July, one thousand eight hundred and fifty-four, that so many of the shares and Debentures so retained by the Company, as shall not have been claimed and taken up by the actual shareholders so entitled to claim the same, respectively, under the privilege reserved to them, on or before the said first day of July, in the year of our Lord one thousand eight hundred and fifty-four, shall thereupon and forthwith after that day, be also subscribed

for and taken by the English Contractors, that the parties hereto of the second and third part, shall provide the funds for the payment half-yearly, in London, of interest at the rate of six per cent rate of 6 per cent, per snum of september per annum, on the amounts from time to time paid to them upon of september called up the certificates of the Engineer, under the several hereinbefore recited Contracts, and also on such additional sum, as the United Company may from time to time think it necessary to call up, for the purpose of providing for the current certificates and the expenditure of the Company, in reference to the Contracts any difference between the Contractors and the United Company, as to the amount to be kept in hand by the Company, for such purposes, to be settled by arbitration in manner hereinafter provided for, but as respects the Canadian Contractors, this obligation shall cease, when, and so soon as the Toronto and Guelph Railway, shall be opened throughout for traffic, to Sarnia.

123 The English Contrac-tors shell also take the balance of B. shares, and Bonda not taken by the Stockholders on the 1st July, 1654, viz. 48,307 Shares, £603,838 Conver-title Bonda, £603,829 Company's Bonds.

124

The Contractors to pay Interest at the

ubscribe for three shares l and fortyed to in the vertible into red and one Company's ne thousand t thousand and fortye mentioned res, to the and thirtyxtent of six ight pounds, nd privilege our hundred one hundred ove referred y him, twoual amount into Provinbebentures of the first day hat so many Jompany, as ctual sharey, under the day of July, nd fifty-four, so subscribed arties hereto for the payf six per cent them upon einbefore res the United ry to call up, cates and the ontracts any mpany, as to uch purposes, provided for, ligation shall

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NOW THEREFORE, IT IS HEREBY AGREED AND DECLARED, by and between the parties hereto, as follows :--

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1. THE amalgamated Company, shall be bound by the clauses, The amalgamated covenants, stipulations and conditions of the said recited agree- Company bound by the preceding Couments, with the several Companies aforesaid, so far as the same tracts. are not directly or indirectly at variance or inconsistent with those of this agreement, and in all cases when there shall be any such variance or inconsistency, the clauses, covenants, stipulations and conditions of this agreement, shall be considered and taken as controlling, modifying and altering those of the said agreements respectively, and the clauses, covenants, stipulations and conditions, so at variance or inconsistent with this agreement, shall henceforth be wholly void and of no effect.

2. THAT except, as hereinafter expressly provided, all pay-All payments to be ments to be made to the contractors on account of works, shall made in storing money. be made in sterling money, in London.

3. That in respect of the amount or proportion of payments, Contractors to have which, under the provisions of any of the said agreements, would be per the do-different in addhave to be made to the English Contractors, in Canadian Provin- Provincial Bonds. cial Debentures, an addition of fifteen per cent shall be made to the nominal amount of each such payment, and shall be paid to the English Contractors at such times and periods, respectively, as under the provisions of the said agreements respectively relating thereto, such Debentures would have been deliverable to them.

PROVIDED, that, in case any difficulty should arise, as to in case of difficulty, the payment under any of the Contracts aforesaid, in Provincial Provincial Deben-Debentures, and in consideration thereof, the Contractors should by the Contractors accept and take such Debentures to any extent, instead of an equal nominal amount in cash, all such Debentures shall, if and when required by the amalgamated Company, be transferred to them at Par.

4. THAT all the clauses and provisions in the said agreements, All the clauses in the or either of them, relating to the creation of Debentures and stock precoding Contracts, by the respective Companies, with whom such agreements respectively, are made, and as to the registration of such stock in the longer in force. names of the Contractors, and as to the handing over of Debentures and certificates of stock to the persons in such agreements. respectively named as trustees, and as to the sale, transfer or investment thereof, and as to the payment to be made to the Contractors by the said Trustees, out of the monies or securities in their hands, and generally, as to the powers and functions of such

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Trustees, shall be no longer operative or in force, and the payments to be from time to time made to the Contractors, as provided in the said agreements, respectively, shall be made by the amalgamated Company directly to the Contractors, in sterling, in London, in such proportions and by such instalments, and upon such certificates respectively, as in the said agreements respectively specified.

130

5. THAT all the provisions in the said agreements respec-Engineer to grant certificates for works tively, as to the granting of Certificates by the Engineer of the Company, and as to the principle on which such certificates are to be granted, and as to the neglect or refusal of such Engineer to certify, and as to the consequences of such neglect or refusal, shall be applicable "mutatis mutandis," to the payments to be made by the amalgamated Company to the Contractors, and to the Chief Engineer of such amalgamated Company.

181

182 English Contractors

133 Canallan Contracfractors to pay £13,000 for saleries.

tractors, to meet the same set spart for sulurios.

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6. THAT the provisions in the several recited agreements, as to Company may re-every portions of the the accepting and working by the Company, of a portion or portions Railways when com-pleted, if the judge of any Railway, after the same shall have been completed and proper so to do. stocked, and as to the opening and working thereof, by the Contractors, in case the Company shall decline so to do, shall be applicable to the Railways comprised in the United undertaking, and to the United Company.

7. THAT instead of the provisions in said the agreements res-Engine contractions for precively, as to the setting apart of specific sums to response and expenses, and paying such salaries and expenses, instead of the vertous salaries and expenses, and paying such salaries and expenses. there shall be taken from, and allowed out of the whole Contract monics to be paid to the English Contractors, the sum of fiftyseven thousand pounds, and out of the whole Contract monies to be paid to the Canadian Contractors, the sum of thirteen thousand pounds, which two sums, making together seventy thousand pounds, shall be applicable to the payment of salaries and expenses by the amalgamated Company, and the several payments as aforesaid, shall be made out of the monies payable in cash 1 per cent to be de- to the said Contractors, respectively, at the rate of one per cent of detected from the per- the amount so payable, until such deductions shall amount in whole, to fifty-seven thousand pounds, in the case of the English Contractors, and thirteen thousand pounds, in the case of the Canadian Contractors.

Any balance remain. 8. IF on the completion of the works, there shall be any por-ing of the some set tion of the said seventy thousand pounds in the hands of the the completion of the said Company, not applied to, or owing for such salaries and ex-vorts, to be re-paid to the Contractors. penses, as aforesaid, the surplus is to be paid over to the Contrac-IF on the completion of the works, there shall be any por-8. penses, as aforesaid, the surplus is to be paid over to the Contrac-

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ALGAMATION AGREEMENT.

tors, in the ratio of fifty-seven seventieths to the English Contractors, and thirteen seventieths to the Canadian Contractors.

THAT the Amalgamated Company will make such calls 9. upon the holders of shares or stock, and of Debentures respectively, as may be required for payment to the Contractors of the amounts from time to time certified in respect of works. if they shall fail to do so, and shall not pay to the Contractors to pay the certificates the amounts from time to time certified, within one month, after the option of stop the date of the respective certificates, it shall be at the option of the Contractors to suspend the further progress of the works, until such payment shall be made, and the period of such suspension shall be added to the time allowed by the contract for completion.

THAT the English Contractors shall and will, on or be- In the lat July, 1854 10: fore the first day of July, one thousand eight hundred and fifty- the English Contractions, shall take the four, subscribe for, and take the before mentioned twenty-four Shares and Debenthousand one hundred and fifty-three shares in the Capital Stock the preceding claus of the Amalgamated Company, Debentures of the Company, convertible into Provincial Debentures, to the nominal amount of three hundred and one thousand nine hundred and twelve pounds. and other Debentures of the Company, not so convertible, to the like nominal amount of three hundred and one thousand nine hundred ond twelve pounds.

11. THAT the English Contractors shall and will, also, so The English Con-soon after the said first day of July, one thousand eight hundred tractors shell, also, and fifty-four, as they shall be required by the Directors of the July, 1854, as they Amalgamated Company so to do, subscribe for, and take so many the shares and Deof the said number of shares and Debentures, so reserved as afore-bentures. said, as shall not, on or before that day, have been claimed by the persons entitled to claim the same respectively, and on taking the several shares and Debentures aforesaid, shall and will at once pay up on such of the shares and Debentures so taken by them respectively, the amount which may then have been called up and be payable upon the other shares and Debentures in the said Amalgamated Company, previously offered.

12. THAT as from the date of the Amalgamation of the 139 The English Con-Company, the English Contractors shall, and will at least soven tactors shall 7 days days before the first day of January and the first day of July, und let January, in days before the nest day of Junuary and the may out out, every year, provide respectively, in each year, provide for, and pay over to the Amal- for the payment of interest on the capital gamated Company, at the Office of their Agent in London, a sum actually expended on the works. equal to Interest, at the rate of six per cent per annum, on the Capital then actually expended in the construction of the Railways

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AMALGAMATION AGREEMENT.

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and works comprised in the said recited agreement, and undertaken by the English Contractors, and not then opened for Traffic, the amount of Capital so expended to be ascertained from and determined by the certificates of the Engineer, as to such Railways respectively, and the payments made by the Company thereon.

The English Contractors shall, also, on the same days, provide for the payment of interest on twothirds of the amount called up, over and above the amount expended on works.

13. THAT the English Contractors shall and will, also, pay on the same days in each year, or as soon thereafter as the Amount can be ascertained, interest at the same rate, on two-thirds of the amount which the Company shall then have actually called up, beyond what may have been required for payment in respect of works, in order to provide for current certificates and expenditure. in reference to the contracts, and in case there shall be any dispute or difference between the Contractors and the Company as to the additional amount upon which such further interest is to be paid, every such dispute or difference, as and when it arises, shall be settled by Arbitration, in the manner hereinafter provided, PROVIDED, that when the Toronto and Guelph Railway shall be opened through to Sarnia, the English Contractors shall pay the whole of such last mentioned additional Interest, and not twothirds of it only.

14

In default of payment of interest, the Company authorized to deduct the amount from the certificates, for works with interest at 6 per cent.

14. THAT if default shall be made by the English Contractors in payment of the Interest on the said first mentioned amount on the respective days appointed for payment thereof, or of th further interest on such additional amount as last montioned within one week after such amount shall have been agreed a settled by Arbitration as aforesaid, the Company may retain an deduct out of the next or any subsequent payments to be madet the said English Contractors, the amount so in arrear together wit Interest thereon, at the rate of six per cent per annum, from th time of such default, and so as often as any such default shall made.

142 Payment of interest to cease in proportion to the Line opened.

15. THAT the payment by the Contractors of interest up the Capital expended in the construction of the said several Rai ways and works undertaken by them, shall cease as to the pr portion thereof expended on any particular Railway, when a so soon as such Railway shall be completed, so as to be ready opening, and in the case of partial openings of any such Railway shall cease as to so much of the Capital as shall have been pended on the part so opened, a proportionate part of the Cum Interest, being, however, in each of such cases, payable '.y the for any fraction of a half-year.

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l, also, pay the Amount hirds of the y called up, n respect of expenditure, be any dismpany as to erest is to be tarises, shall fter provided. way shall be shall pay the and not two-

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17 THAT the Canadian C n'r store, hall - ad will slee par. so the a circular of in creating or a constitute of the average of my to construct it is I there share the me man on multishing the state of the ence elletup by the Company as waterned in article Stylices. amount to be seen in not in 'aco . f. lieptip or is a to in the momentum is presided in that earlies and in our of date in · perrient, the Company shall have the the proper to detaces. - in the obs. In is one hor is a surprise beaching in is the of Bo First a Common server an array on he when the I was a fewell i war il considerant in Sanata carlitar man by the and the water to the at all at all the second , ask, & grage its many fort, "the Corrected line ast, being, bearers, induce by a water Rell lace and a live in frield

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AMALGAMATION AGREEMENT.

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16. THAT the Canadian Contractors shall and will, as from the Canadian Contracdate of the Amalgamation and until the opening of the Toronto torsto pay 6 per cent, and Guelph Railway through to Sarnia, at least seven days be-amount expended on fore the first day of January and the first day of July, respec-vide for the same 6 tively, in each year, provide for and pay over to the Amalgamated January, a ta July, and pay at the Office of the same 5 days over to the Amalgamated January, a ta July, and the July and the Grant and pay over to the Amalgamated January at July and the first day of July and the Grant days before the July to the July and the Grant days over to the Amalgamated January at July and the Grant days before the July to the July at July and the Grant days before the July to the July at July at July at July at July at July at July of the July at July a Company, at the Office of their Agent in London, a sum equal to opening of Road. Interest at the rate of six per cent per annum, upon the Capital then actually expended on the construction of the Railway and works, comprised in the said recited agreement with them, the amount of Capital so expended to be ascertained in like manner as is provided in the case of the English Contractors.

17. THAT the Canadian Contractors shall and will also pay, Canadian Contrac-on the same days in each year or as soon thereafter as the amount tors shall also pay interest on one third can be ascortained, Interest at the same rate, on one third of the the amount called up amount called up by the Company as mentioned in article 13, smount expended on such amount to be ascertained in case of dispute or difference, in like manner as is provided in that article, and in case of default of payment, the Company shall have the like power to deduct and retain the amount in arrear, as is hereinbefore provided in the case of the English Contractors, PROVIDED, that when the Toronto and Guelph Railway shall be opened through to Sarnia, such last mentioned payment of Interest by the Canadian Contractors shall cease, a proportionate part of the Current Interest, being, however, payable by them for any fraction of a half-year.

18. THAT all calls or instalments payable by the Contractors upon shares or Debentures of the Company may, from time to Calls due by the time be credited by the Company to them, against an equal credited to them meant on Castificator for works done amount on Certificates for works done.

19. THAT as soon as practicable after the Amalgamation shall be effected, the Amalgamated Company shall and will apply made to the Provin-to the Provincial Parliament of Canada, for an Act or Acts, au-an Act, subording thorizing an extension of the time for completion of the time for completing works included in any of the recited contracts, for such further other purposes. period as may be necessary, having regard to the time by such contracts, respectively limited, for the completion of such works respectively, and also, if necessary, for authority to raise further Capital, and shall and will use their best endeavours to procure such Act or Acts, and in case they should fail to obtain such authority, and by reason thereof it shall be found impossible to complete any or some part of such works within the periods respectively prescribed, as to such works, such equitable adjustment of this contract, as to the works so incomplete shall be made, as

oates of work.

AMALGAMATION AGREEMENT.

in case of difference between the English Contractors and the Amalgamated Company, shall be determined by Arbitration. under the general provisions for Arbitration herein contained.

In case of dispute, the Arbitrators, to be ap-proved of by the Governor in Council.

THAT if any question or difference of opinion shall arise 20. be referred to three between the parties hereto, as to this agreement or the construction thereof, or the effect thereof in the said former agreements, or any matter or thing connected therewith, or with the carrying out thereof, every such question or difference of opinion, and also, all matters hereinbefore specially 'referred to Arbitration, whenever, and as often as any such shall arise, shall be referred to the decision of three Arbitrators, to be named, one by the Company, (such Arbitrator to be approved by the Governor in Council of Canada,) one by the Contractors, and the third by the two Arbitrators, before entering on thebusiness of the reference, and the decision of these three Arbitrators, or of any two of them, shall be binding and conclusive upon both parties, as to the question or difference of opinion so referred to them.

> THAT the parties hereto, will respectively make and en-21. ter into all such deeds as may be necessary for giving effect to such reference.

148 Interpretation clause

22. LASTLY, that whenever, in this contract, the words, "The English Contractors" are used, they shall mean William Jackson, Samuel Morton Peto, Thomas Brassey, and Edward Ladd Betts, or the survivors or survivor of them, or three out of four of them, or two out of three of them, or the executors, administrators or assigns of the survivor of them, and that, in the event of the Bankruptcy or insolvency of any one or more of them, their or his Asssignces shall be excluded from all control over or interest in this contract, and when any act is to be done by the English Contractors, it shall be sufficient if done by, or by the authority of the majority of them in person, or acting under power of Attorney from each to the other, or by the majority of the survivors of them, or by the survivors or survivor of them, or by the Executors, Administrators or Assigns of such survivor, and so "mutatis mutandis" in the case of the words, "The Canadia " Contractors."

IN WITNESS WHEREOF, the said Companies, parties to these presents, have caused their common Seals to be hereunto affixed and the said William Jackson and John Ross, have hereunto # their Hands and Seals the day and year first above written.

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GRAND TRUNK RAILWAY COMPANY OF CANADA.

THE

THE GRAND JUNCTION RAILROAD COMPANY.

41

President St. Lawrence & Atlantic Railroad Company.

I. S.

A. T. GALT.

I. S.

TRUNK RAILWAY COMPANY of Canada East.

GRAND

A. T. GALIT, Representing Atlantic and St. Lawrence Railroad Company. WILLIAM CHAPMAN, Their Attorney.

For the Quebec and Richmond

Railway Company.

ALEX. GILLESPIE, A. T. GALT,

Representing the Toronto and U.S. Guelph Railway.

> WILLIAM JACKSON. L.S. JNO. ROSS. L.S.

The Seals of the Grand Trunk Railway Company of Canada, of the Grand Trunk Railway Company of Canada East, and of the Grand Junction Railway Company, were affixed by the undersigned, as the duly authorized Agent of each of the above Companies.

I. S.

JNO. ROSS.

This Deed was executed by Alexander Tilloch Galt, as President of the St. Lawrence and Atlantic Railroad Company; and by Alexander Gillespie and Alexander Tilloch Galt, as representatives of the Toronto and Guelph Railway Company; and by William Jackson and John Ross, and the Seals of the Grand Trunk Railway Company of Canada, the Grand Trunk Railway Company of Canada East, and the Grand Junction Railway Company, were affixed by the said John Ross, in the presence of

WILLM. WAGSTAFF,

Of 30, Great George Street, Westminster, Solicitor.

HENRY MOORE,

Of the same place, his Clerk.

The modified contract forming the Schedule to this Deed, has been submitted to and is approved by us.

Witness to the signatures of William Jackson, Samuel Morton Peto, and Edward Ladd Betts.

WILLIAM WAGSTAFF. HENRY MOORE.

WM. JACKSON. SAML. M. PETO. EDWD. L. BETTS,

Witness to the signature of Alexander Tilloch Galt.

A. T. GALT, For Self & Partners.

WILLIAM H. MACAULAY,

Clerk to Messrs. Swift and Wagstaff, 20, Great George Street, Westminster.

Witness to the signature of Thomas Brassey. | THOMAS BRASSEY.

WILLM, WAGSTAFF.

submitted

SON. PETO. BETTS,

& Partners.

RASSEY.

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Extract from the Proceedings of a Meeting of Shareholders of the St. Lawrence and Atlantic Railroad Company, held at their Office, in the City of Montreal, on MONDAY the 30th day of May, 1853.

Moved by WILLIAM MOLSON, Esq., seconded by H. L. ROUTH, Esq. and

Resolved,-That the Saint Lawrence and Atlantic Railroad Company, by the vote of its proprietors now assembled, hereby ratifies, approves of, and in all respects confirms and adopts the Amalgamation Agreement now submitted to this meeting, entered into by the Directors of this Company, acting by the President thereof: which agreement is dated at London, the 12th April, 1853, and is made between The Grand Trunk Railway Company of Canada, of the first part; The Grand Junction Railway Company, of the second part; The Grand Trunk Railway Company of Canada East, of the third part; The Quebec and Richmond Railroad Company, of the fourth part; The St. Lawrence and Atlantic Railroad Company, of the fifth part; The Toronto and Guelph Railway Company, of the sixth part; The Atlantic and St. Lawrence Railroad Company, of the seventh part; and William Jackson, of Birkenhead, England, Esquire, and the Honorable John Ross, of Belleville, Canada, of the eighth part i whereby this Company, on the conditions and for the considerations therein stated, amalgamates with the said Grand Trunk Railway Company of Canada.

Which was carried unanimously.

Extract from the Proceedings of a Meeting of the Shareholders of the Torontc and Guelph Railway Company, held at the Office of the Company, in the City of Toronto, on FRIDAY the 3rd June, 1853.

Moved by J. M. STRACHAN, Esq. seconded by WM. CLARKE, Esq.

That the Toronto and Guelph Railway Company, by the vote of its propritors now assembled, hereby ratifies, approves of, and in all respects confirms ad adopts the Amalgamation Agreement now submitted to the meeting.

Which was carried unanimously.

Extract from the Proceedings of a Meeting of the Stockholders of the Grand Trunk Railway Company of Canada, held at the Office of the Company, in the City of Quebec, on MONDAY the 11th day of July, 1853.

Moved by The Honorable PETER MCGILL, seconded by GEORGE CRAWFORD, Esq. and

Resolved,-That the Grand Trunk Railway Company of Canada, by the vote of its proprietors now assembled, hereby ratifies, approves of, and in all respects confirms the agreement for amalgamation now submitted to this Meeting, entered into by the Directors of the Company, acting by their Agent the President of the Company, and Chairman of the Board of Directors, which agreement is dated at London, the 12th April, 1853, and is made between the Grand Trunk Railway Company of Canada, of the first part; The Grand Junction Railroad Company, of the second part; The Grand Trunk Railway Company of Canada East, of the third part; The Quebec and Richmond Railroad Company, of the fourth part; The Saint Lawrence and Atlantic Railroad Company, of the fifth part; The Toronto and Guelph Railway Company, of the sixth part; The Atlantic and Saint Lawrence Railroad Company, of the seventh part; and William Jackson, of Birkenhead, England, Esquire, and The Honorable John Ross, of Belleville, Canada, of the eighth part; whereby, on the conditions and for the considerations therein stated, the above mentioned Railroads of the second, third, fourth, fifth and sixth parts, are united with and incorporated with this Company.

Extract from the Proceedings of a Meeting of the Stockholders of the Grand Trunk Railway Company of Canada East, held at the Office of the Grand Trunk Railway Company of Canada, in the City of Quebec, on MONDAY, the 11th July, 1853.

Moved by SIR H. J. CALDWELL, seconded by the HON MR. BELLEAU, and Unanimously Resolved,-That the Grand Trunk Railway Company of Canada East, by the vote of the Shareholders here assembled, hereby ratifies, approves of, and in all respects confirms the agreement for amalgamation, not submitted to this Meeting, entered into by the Directors of the Company, acting by their Agents, The Hon. John Ross, James Bell Forsyth, and William Rhodes, Esquires, which agreement is dated at London, the 12th April, 1853, and is made between The Grand Trunk Railway Company of Canada, of the first part; The Grand Junction Railroad Company, of the second part; The Grand Trunk Railway Company of Canada East, of the third part; The Quebe and Richmond Railway Company, of the fourth part ; The Saint Lawrence and Atlantic Railroad Company, of the fifth part; The Toronto and Guelph Rail road Company, of the sixth part; The Atlantic and Saint Lawrence Railroad Company, of the seventh part ; and William Jackson, of Birkenhead, England, Esquire, and The Honorable John Ross, of Belleville, Canada, of the eight part; whereby, this Company, on the conditions and for the considerations there in stated, unites with and is incorporated with the said Grand Trunk Railway Company of Canada.

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FORD, Esq.

ada, by the d in all resnis Meeting, he President greement is rand Trunk ion Railroad y of Canada Company, of pany, of the th part ; The venth part; ne Honorable he conditions lroads of the rporated with

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ELLEAU, and · Company of hereby ratifies gamation, now Company, actn, and William th April, 1853, Canada, of the ond part; The rt ; The Queber t Lawrence and d Guelph Railwrence Railroad nhead, England a, of the eighth iderations there Trunk Railway $\begin{array}{cccc} F' & \mathcal{J}_{f}(e,a) \\ & \mathcal{R}_{f}(f) \\ & \mathcal{R}_{f}(f) \\ & \mathcal{L}_{f}(f) \end{array} & & \mathcal{L}_{f}(f) \\ & \mathcal{L}_{f}(f) \end{array}$

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carry Ca Extract from the Proceedings of a Meeting of the Shareholders of the Quebec and Richmond Railroad Company, held at the Office of the Company, in the City of Quebec, on TUESDAY, the 19th July, 1853.

It was moved and seconded, and unanimously

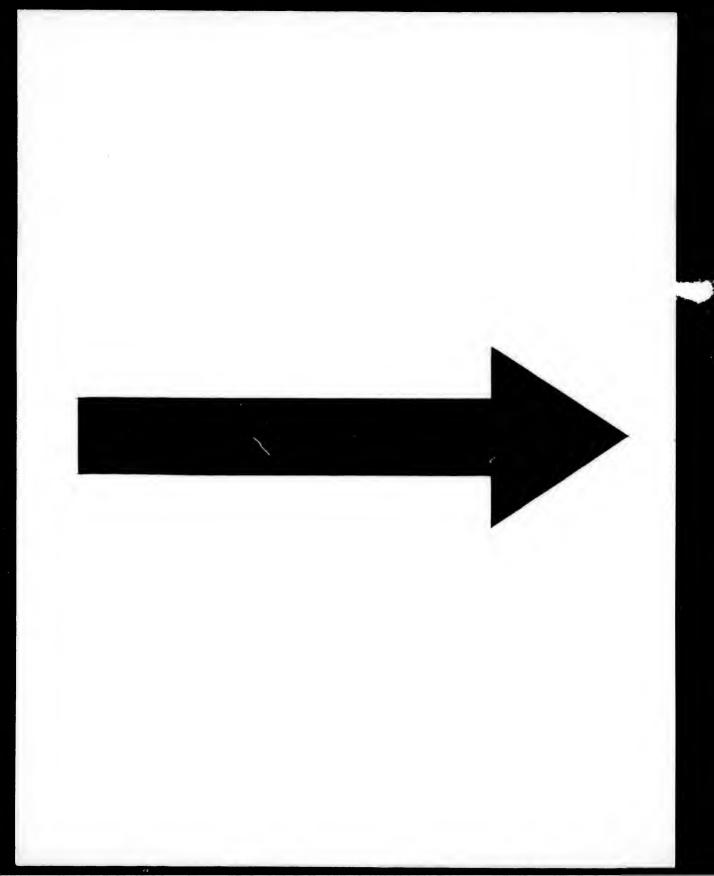
Resolved,—That the Report now read be received, and that the agreement executed provisionally, (under the authority of the Act 16, Vic. cap. 39, and the Act 16, Vic. cap. 76,) on the 12th day of April last, between the Grand Trunk Railway Company, the Grand Junction Railroad Company, the Grand Trunk Railway Company of Canada East, the Quebec and Richmond Railway Company, the Saint Lawrence and Atlantic Railway Company, the Toronto and Guelph Railway Company, and the Atlantic Railway Company, the Toronto and Guelph Railway Company, and the Atlantic and Saint Lawrence Railway Company, for the pnrpose of amalgamating the said Companies into one Company; under the name of the Grand Trunk Railway Company of Canada, be ratified and confirmed, and that the Directors be, and they are, hereby authorized and empowered, to take all such measures as they may deem advisable for carrying the same into effect.

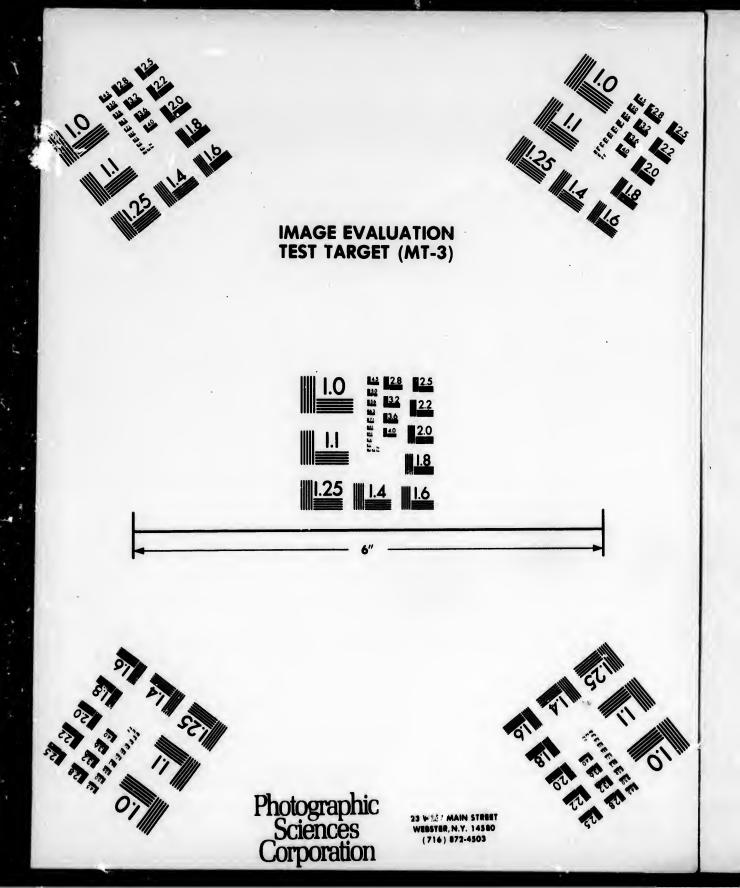
Carried unanimously.

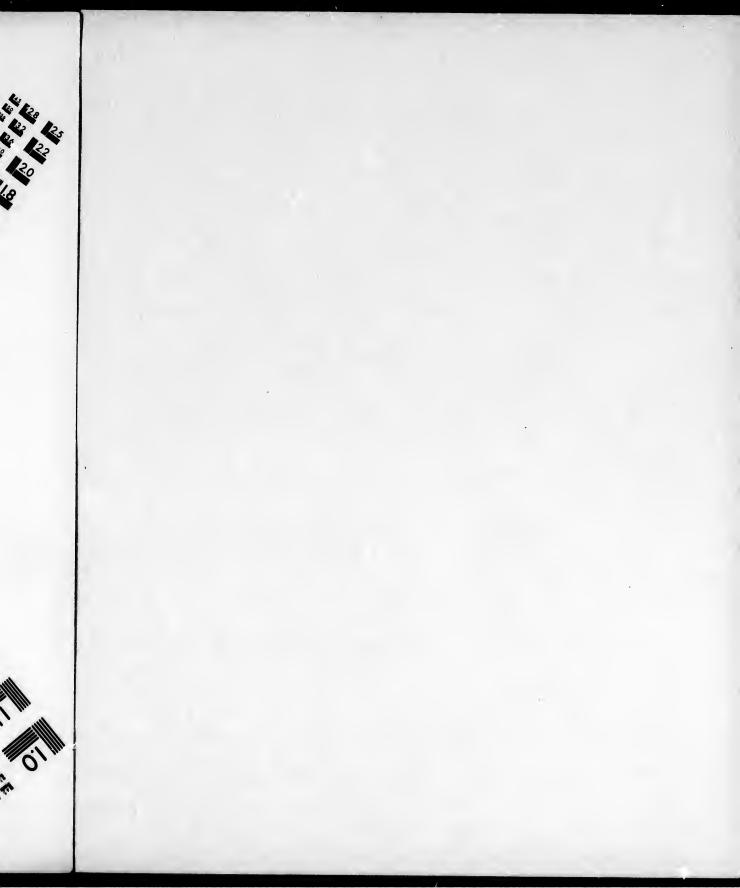
INDEX TO CLAUSES.

Date of Deed, 12th April, 1853	1 2
recited	3
Provincial Guarantee to be given to the extent of £3,000 Sterling per mile, at the rate of £40,000 for every £100,000 expended on the works.	
Amount of Provincial Bonds to be issued to the Grand Trunk Railway Company, £1,035,000	
Sterling. Contract with Jackson, Peto, Brassey and Betts, dated 14th December, 1852, to construct The Grand Trunk Railway, for £7625 Sterling per mile	67
Second contract with Jackson, Peto, Brassey and Betts, modifying the former Contract, the sum to be paid the Contractors to be £3,000,000 Sterling for construction and equipment of the Road, date of contract, 23rd March, 1853.	8
Payment to be as follows: £1,035,000 in Provincial Debentures, £982,560 in Company's	0
Debentures ; £982,500 in Stock. Debentures and Stock to be lodged with G. C. Glyn and Thomas Baring and S. M. Peto,	Э
and Thomas Brassey, and sold for account of the Contractors. Contractors to pay Interest on Debentures and Stock until the Railway is finished. Payments to be made at the rate of 60 per cent, of the Engineer's Monthly Certificates.	10 11 12
£40,000 set aside for the payment of Salarles, etc	13
on such portion	14
Contract subject to modification in case of Union or Amalgamation with other Companies. Act 16 Vict. Cap. 38, Incorporating "The Grand Trunk Railway Company of Canada East," recited	15 16
Capital of the Grand Trunk Railway Company of Canada East, to be £1,000,000 Sterling with Provincial Guarantee.	17
Amount of Provincial Bonds to be issued to the Grand Trunk Railroad Company of Can- ada East, to be £459,000.	18
Contract with Jackson, Peto, Brassey and Botts, for the construction of the Road, dated 23rd March, 1853, for £1,224,000, on the same condition as preceding contract. Payment to be made as follows: £459,000 Sterling, in Provincial Debentures, £382,500 Stg. in Company's Debentures; 332,500 in Stock	19 20
£13,000 set aside for payment of Salaries, etc	21 22
Act 16 Vict. Cap. 43, Incorporating "The Grand Junction Railroad Company," recited. Capital of the Company to be £1,000,000 Sterling. Contract for the construction of the Grand Junction Railway by Jackson, Peto, Brassey	23 24
and Betts, dated 23rd March, 1853, for the sum of £400,000 from Belleville to Peter- borough.	25
Payment one-half to be in Company's Debentures, and one-half in Stock	26 27
Interest on Debentures and Stock to be paid by the Contractors until the completion of the Road.	28
£4,000 set apart for the payment of Salaries. Act 14 and 15 Vict. Cap. 148, Incorporating "The Toronto and Guelph Railway Company,"	29 30
Act 16 Vict. Cap. 41, amending former Act, recited.	31
Railway may be extended from Guelph to Sarnia, with an increase of £1,000,000 Currency	83
to the Capital of the Company Contract with C. S. Gzowski, D. L. McPherson, L. H. Holton and A. T. Galt, dated 26th November, 1852, to construct the Railway from Toronto to G clph.	34
Another contract with the same parties, to construct the Railway from Guelph to Sarnia, dated 18th February, 1853.	35
Contracts of the 26th November, 1852, and 18th February, 1853, with C. S. Gzowski & Co. to be annulled in case of Amalgamation and a new one under date 24th March, 1853,	
for the construction of the Road from Toronto to Sarnia to be made	36
ilar conditions as to payment of Interest, etc., as inserted in the contracts with Messrs. Jackson & Co.	37

1 2 nada, 3 4 ate of Б 35,000 6 struct 7 . . atract, on and 8 ... pany's 9 . Peto, 10 .. 11 12 tes. 13 ... he Conspended 14 .. apanles. 15 Canada 16 Sterling 17 of Can-18 d, dated 19 t. . . £382,500 20 •• •• 21 table ar-22 .. cited. 23 24 , Brassey to Peter-25 26 27 •• pletion of •• •• 28 29 . . ompany," 30 31 82 Currency 83 lated 26th 34 to Sarnia, 35 wski & Co. rch, 1853, 36 , with sim-ith Messrs. 37







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	-	Act 1
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1		Contr
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Pare of Deed, 13th April 17	3	Contr
Manus of Parties a cut a Don of Analgametica	3	Act 8
Ac. 16, Vi t. Cap 3 1 The Grand Frank Railway Company of Canada;		. 24
Contral, 1.3, 90,00	3:	Capita
Contral, 23,000 per the state of state of state of state of the state of	T	Act 10
Li (fur	5	Three
Ano might Pro. of 12 is in sevenal to the Grand Parak Rail ney Congress, 21,6 28,000.	~	1
Sprit of a b c, br . The date 14 b December, Like, to construct	3	Total
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Stand of Jackson Port, in - and have	1	R
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Paper 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	27	To be
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£13,000 to be reserved for payment of Salaries, etc. Act 13 and 14 Vict. Cap. 116, Incorporating "The Quebec and Richmond Hailroad Com-	37 88
pany," recited. 10 Contract dsted 20th October, 1852, with Jackson, Peto, Brassey and Betts, to construct and equip the Quebeo and Richmond Railroad.	
and equip the Quebec and Richmond Railroad.	. d ≤ 40 → 41
Road to be completed by the lat December, 1355, for the sum of £650,000 Sterling Payment to be made as follows: £250,000 Sterling, in Provincial Debentures, £100,000 Sterling, in Company's Debentures, £205,000 Sterling, in Cash, £95,000 Sterling in	1.2
Sterling, in Company's Debentures, £205,000 Sterling, in Cash, £95,000 Sterling in Stock.	1 *** 1 * 42
Contractors to pay Interest on Shares and Debentures	10 43
Act 8. Vict. Cap. 25, Incorporating "The St. Lawrence and Atlantic Railroad Company, recited.	. 44
Capital, £600,000 Currency, with power to sid £500,000 Currency more.	- 45
Three subsequent Acts passed extending the nowars of the Company. Viz-12 Vict. Can	46
Three anbsequent Acts passed extending the powers of the Company, Viz:12 Viot. Cap 176, 13 & 14 Viot. Cap. 118, 18 Viot. Cap. 47.	- 47
Total Capital of the St. Lawrence and Atlantic Railroad Compary authorized to be raised by them is £1,225,000 Currency.	48
Provincial Debentures to the amount of £67,500 held by the St. Lawrence and Atlantic	49
Railroad Company. 1988 for a state of the Main Trunk Line, to Act 16 Vict. Cap. 39 Empowering any Railway forming part of the Main Trunk Line, to	0.
purchase any other Line, recited	. 50
Provisions of the Act 16 Vict. Cap. 39. recited	. 52
Meetings of the Shareholders to be called, for ratifying or disallowing such Union o Amalgamation.	53
Three-fourths of the Votes of the Shareholders required to ratify the Union	- 54
ies, and shall also assume their liabilities.	55
The Capital of the United Company, to be equal to the combined Capitals of the Companie forming such Union.	
Act 16 Vict. Cap. 76, extending the provisions of the Union Act, 16 Vict. Cap. 36	9,
The Company's Union Act, to apply to "The Grand Trunk Railway Company of Can	
ada." The number of Directors of the Amalgamated Grand Trunk Railway Company to be 18	. 58
12 to be elected by the Shareholders and 6 appointed by the Governor	59
	. 60
Act 16 Viet. Cap. 75, Authorizing the construction of a Railway Bridge over the St. Law rence, at Montreal, recited.	- 61
The Grand Trunk Railway Company of Canada may construct such Bridge To be called the "Victoria Bridge."	63
To be called the "Victoria Bridge." Capital Stock of the Company constructing such Bridge, to be increased by £1,500,00	. 63
Sterling. Contract dated 23rd March, 1853, with Jackson, Peto, Brassey and Betts, for the construc-	64
tion of the Bridge	. 65
Price for Tubular Bridge to be £1,400,000 Sterling, to be increased, if necessary, t £1,500,000 Sterling.	. 66
Amount of Provincial Bonds to be issued to the Companies forming The Amalgamate	d
Grand Trunk Railway Company of Canada, is £1,811,500 Sterling	. 67
The Amalgamation of the several Companies intersecting or forming the Main Trunk Lin of Raliway through the Province is desirable. From 1st July, 1653, the Undermentioned Raliway Companies agree to Unite and Ama gamate into one Railway Company, to be called "The Grand Trunk Railway Com pany of Canada," Vis :	. 68
gamate into one Railway Company, to be called "The Grand Trunk Railway Com	u- 1
	3
The Grand Trunk Railway Company of Canada. The Grand Trunk Railway Company of Canada East.	
The Quebes and Richmond Railroad Company.	
The St. Lawrence and Atlaatie Railroad Company. The Toronto and Guelph Railway Company.	
The Grand Junction Railway Company	. 69
The United undertaking ito comprise the construction and maintenance of the Victor	
Bridge. The Railway Clauses Consolidation Act to apply to the Amalgamated Company.	70
The Capital of the United Company to consist of the aggregate of the Capitals of the Con	n-
panies forming it. The Stock of the Quebeo and Richmond Railroad Company to rank as Stock of the Unite	72 ad
Company with so much paid on it	. 73

The Stock of the St. Lawrence and Atlantic Railway Company to rank as stock of the	213
The Stock of the St. Lawrence and Atlantic Railway Company to rank as stock of the United Company with se much paid on it. 2/5,000 Starling to be paid to the Shareholders of the St. Lawrence and Atlantic Railroad Company for arrears of Interest. The Stock of the Toronto and Guaph Railway Company, to rank as Stock in the United	74
The Stock of the Toronto and Gaelph Bailway Company, to mank as Stock in the United	75
The Company's with so much part of it.	76
£2,000 Starling to be be paid to the Stockholders of the Toronto and Guelph Railway Co.	
The Stock of the remaining Companies to rank as Stock in the United Company. Unissued Provincial Debentures belonging to any other Company, to become the property	78
of the United Company	79
The United Company to create Stock to the amount of £4,864,800 Sterling, in shares of £25 Sterling each.	80
The United Company to create " Convertible Debentures" to the extent of £1,811,000	
Sterling, to be hereafter exchanged for Provincial Debentures. Debentures to be called "Company's Debentures" to be created to the amount of £2,097,000	. 81
Sterling, convertible into Stock on or before lat January, 1963. Of Company's Debentures the sum of £279,200 Sterling, of the Stock the sum of £558,400	82
Sterling, shall be reserved for certain Share and Bond Holders, the state of the	1 88
Parties entitled to such Debentures and Stock, to signify their acceptance within 31 days	
from nouncation.	84
27,336 Shares to be issued in exchange for Quebec and Richmond and St. Lawrence and Atlantic Shares.	85
Apportioning of Remaining Stock, Viz : 144,920 Shares conal to £3.623.000 Starling.	88
Apportioning of Remaining Stock, Viz:144,920 Shares equal to £3,623,000 Sterling Existing Shareholders in certain Companies entitled to Shares in the United Company.	87
The Shares may be issued in Uanada or elsewhere.	88
Directors to have power to make arrangements for the issue of Shares and Debentures in	-
And also, for the payment of Dividends and Interest.	89
For appointment of an Agent or Agents etc.	91
No call after first allotment to exceed £2 10s. 0d. on each Share, and 10 per cent on each	
Debenture, such calls to be at intervals of not less than four months.	92
A New Register of Shareholders to be made, and arrangements to be made for the exchange	
of Certificates. 7 7. 1 1 1 2 2 2.	93
The Directors may enforce the payment of calls	94
Six of the Directors shall be resident in England.	96
Six Directors shall be a Quorum. Directors may vote by Proxy	97
Names of the First Directors	98
Qualification of Elective Directors to be 25 Shares each, Government Directors not re-	.3
quired to hold Stock.	99
Retirement of Directors	100
Notice of meeting to be published for one month.	102
First ordinary General Meeting of Shareholders	103
Appointment of three Auditors	104
Directors may make By-Laws	105
The provisions of the several contracts with Jackson & Co. and Growski & Co., to be mod- ified and new contracts to be entered into	106
The United Company to pay Interest on shares and Debentures from date of Amalgam-	100
ation to the final completion of the Road	107
The expenses of the Engineer and Staff of the Victoria Bridge, to be borne by the Co.	108
An Act to be applied for, if necessary, to confirm the Provisions of this agreement and	
for sundry other purposes	109
panies as shall ratify it.	110
Incorporation of the Atlantic and St. Lawrence Railway	111
Capital of the Atlantic and St. Lawrence Railroad Company : \$1,700,000 in Shares,	
SS.000.000 IN BODDE.	113
Becital of the lease entered into by the Hon. John Ross and William Jackson, on the part of the United Company with the Atlantic and St. Lawrence Railroad company for a	
term of 999 years.	113
Contract with Jackson & Co. for the construction of the Grand Trunk Railway of Canada,	114
dated 14th December, 1852, and 23rd March 1853 Contract with Jackson & Co. for construction of the Grand Trunk Railway of Canada	
East, dated 28rd of March, 1853	115
East, dated 23rd of March, 1853. Contract with Jackson & Co. for the construction of the Quebec and Richmond Railroad	
dated 22nd October, 1883	116
Contract with Jackson & Co. for the construction of the Grand Junction Railway, dated	117
13rd March, 1853 Contract with O. S. Growski & Co. for the construction of the Railway from Toronto to	
Sarnia, dated 24th March, 1853	118
Contract with Jackson & Co. for the construction of the Victoria Bridge, dated 23rd March,	
1853	119

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vay Co.	8
roperty	
the set of the	9
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1.1.1.19.18	1
,097,000	12
£558,400 '	
tal e lal e	38
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bnes and	DR
ling.	85 86
ompany.	87
i kan kan	88
ntures in	89
1. 1. 7	90
t on each	91
t on each	92
exchange	-
t on each exchange	93 94
-11 - 1	95
	96 97
1	97
rs not re-	1.11
	99
2.2	101
	102
••••	100 101 102 108 104
	105
to be mod-	
Amalgama	106
e e	107
by the Co.	108
Amalgam- by the Co.	109
of the Com-	
	110 111
In Shares.	
on the part apany for a of Canada,	113
on the part	
apany tor a	113
of Canada,	
of Canada	114
•• ••	- 115
nd Railroad	110
lway, dated	
	11
Toronto to	11
23rd March,	
	11

ac v /	
" an modifications and arounding made in the percent contracts before related.	120
"rectors to be paid in S' ring i y instead of Provincial Reach and to receive an "trease of 15 per cert upon a should of such Provincial Dependence At Contractors to rise on int. 'r, 1853, 24,153 Shares (called subsequently Risbares)	121
L301,912 of Genverible D	120
Contractive to hav Interest a set of 6 per cont per anness on answert of Canital	123
alled up to pay Engineer's es, &c. Amaigamated Company both in the contractes,	124
r agmenta to l'made in Sterili	12015
ase of difficulty, Provincial Description of the contractors at part of the hands of "Fusicating of a second by the contractors and Debentury" in the hands of "Fusicas, to be to be a force.	40
Therefild Read Gette calles for with the second s	1 3
any may receive portions of the set when completed, if they judge proper so to do.	1.0
sentioned in b contracts	3.11
for clust to be deducted in a 1 second to narrise to Contractors, to meet the sum are west for salaries	372.
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un any failing to pay the Certificates, are Contrast to the encion of Hopping, e works	i
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of the Children Consume	49 L
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	Certain modifications and alterations made in the several contracts before recited	120
	increase of 15 per cent upon the amount of such Provincial Debentures	121
	£301,912 of Convertible Debentures, £301,912 of Company's Debentures	122
	The English Contractors shall also take the balance of the B Shares and Bonds not taken by the Stockholders, on the 1st July, 1854. Viz :48,307 Shares, £603,838 Convertible Bonds, £603,838 Company's Bonds.	
'	Bonds, £603,838 Company's Bonds	123
	called up to pay Engineer's Certificates, &c	124
	The Amalgamated Company bound by the preceding contracts	125
	All payments to be made in Sterling money	126
	Contractors to have 15 per cent in addition instead of Provincial Bonds	127
	In case of difficulty, Provincial Debentures to be received by the contractors at par All the Clauses in the preceding contracts, relating to lodging of Shares and Debentures	128
	in the hands of Trustees, to be no longer in force	129
	Engineer to grant Certificates for works done	130
	Company may receive portions of the Railways when completed, if they judge proper so to do	131
	English Contractors to pay a sum of £57,000 for Salaries, instead of the various sums	-
	mentioned in the contracts	132
	Canadian Contractors to pay £13,000 for Salaries One per cent to be deducted from the payments made to Contractors, to meet the sum set	133
	apart for salaries	134
	Any balance remaining of the sums set apart for salaries at the completion of the works,	135
	to be repaid to the Contractors. The Company failing to pay the Certificates, the Contractors have the option of stopping	
	the works On the 1st July, 1854, the English Contractors shall take the Shares and Debentures men-	136
	tioned in the preceding Clauses	137
	The English Contractors shall also, as soon after the 1st July, 1854, as they shall be requir-	
	ed to take the balance of shares and Debentures	138
	The English Contractors shall, seven days before 1st January and 1st July, in every year, provide for the payment of Interest on the capital actually expended on the works.	139
	The English Contractors shall, also, on the same days, provide for the payment of Interest	100
	on § of the amount called up over and above the amount expended on the works In default of payment of Interest, the Company authorized to deduct the amount frem the	140
	Certificates for works with Interest, at 6 per cent	141
	Payment of Interest to cease in proportion to the Line opened	142
	Canadian Contractors to pay Interest at six per cent per annum, on amount expended on works, and to provide for the same 6 days before 1st January and 1st July in each year,	
	until opening of Road	143
	Canadian Contractors shall also pay Interest on one third of the amount called up over	
	and above the amount expended on the works	144
	Oalls due by the Contractors may be credited to them sgainst an equivalent amount on Certificates for work.	145
	Application to be made to the Provincial Legislature for an Act, authorizing an extension	140
	of the time for completing the works, and for other purposes	146
	In case of dispute, the matter in dispute to be referred to three Arbitrators, to b. approved	
	of by the Governor in Council	147
	Interpretation Clause	140

