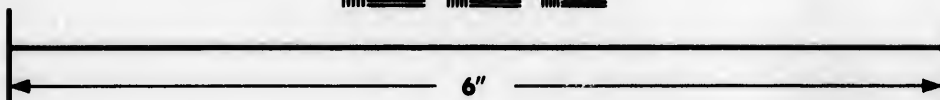
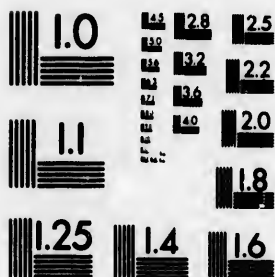


**IMAGE EVALUATION
TEST TARGET (MT-3)**



**Photographic
Sciences
Corporation**

23 WEST MARY STAGEY
WEBSTER, N.Y. 14580
(716) 872-4303

18
20
22
25
28
32
36
40

**CIHM/ICMH
Microfiche
Series.**

**CIHM/ICMH
Collection de
microfiches.**



Canadian Institute for Historical Microreproductions / Institut canadien de microreproductions historiques

01
02
03
04
05
06
07
08
09
10

© 1985

Technical and Bibliographic Notes/Notes techniques et bibliographiques

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

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

- Coloured covers/
Couverture de couleur
- Covers damaged/
Couverture endommagée
- Covers restored and/or laminated/
Couverture restaurée et/ou pelliculée
- Cover title missing/
Le titre de couverture manque
- Coloured maps/
Cartes géographiques en couleur
- Coloured ink (i.e. other than blue or black)/
Encre de couleur (i.e. autre que bleue ou noire)
- Coloured plates and/or illustrations/
Planches et/ou illustrations en couleur
- Bound with other material/
Relié avec d'autres documents
- Tight binding may cause shadows or distortion
along interior margin/
La reliure serrée peut causer de l'ombre ou de la
distortion le long de la marge intérieure
- Blank leaves added during restoration may
appear within the text. Whenever possible, these
have been omitted from filming/
Il se peut que certaines pages blanches ajoutées
lors d'une restauration apparaissent dans le texte,
mais, lorsque cela était possible, ces pages n'ont
pas été filmées.
- Additional comments:/
Commentaires supplémentaires:

- Coloured pages/
Pages de couleur
- Pages damaged/
Pages endommagées
- Pages restored and/or laminated/
Pages restaurées et/ou pelliculées
- Pages discoloured, stained or foxed/
Pages décolorées, tachetées ou piquées
- Pages detached/
Pages détachées
- Showthrough/
Transparence
- Quality of print varies/
Qualité inégale de l'impression
- Includes supplementary material/
Comprend du matériel supplémentaire
- Only edition available/
Seule édition disponible
- Pages wholly or partially obscured by errata
slips, tissues, etc., have been refilmed to
ensure the best possible image/
Les pages totalement ou partiellement
obscurcies par un feuillet d'errata, une pelure,
etc., ont été filmées à nouveau de façon à
obtenir la meilleure image possible.

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

10X	14X	18X	22X	26X	30X
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12X	16X	20X	24X	28X	32X

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

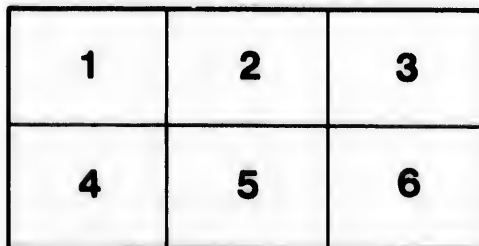
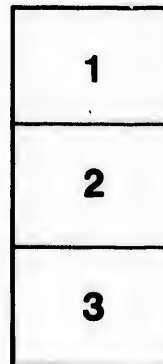
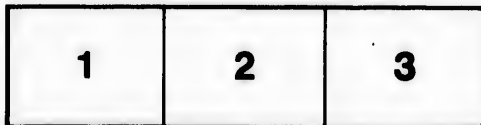
Library of the Public
Archives of Canada

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

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

The last recorded frame on each microfiche shall contain the symbol → (meaning "CONTINUED"), or the symbol ▼ (meaning "END"), whichever applies.

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



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

La bibliothèque des Archives
publiques du Canada

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

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

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

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

1. In the event that the contract is not completed by the date specified in the contract, the contractor shall be liable for the cost of completion of the contract.

2. The contractor shall be liable for the cost of completion of the contract in the event that the contract is not completed by the date specified in the contract.

3. The contractor shall be liable for the cost of completion of the contract in the event that the contract is not completed by the date specified in the contract.

4. The contractor shall be liable for the cost of completion of the contract in the event that the contract is not completed by the date specified in the contract.

5. The contractor shall be liable for the cost of completion of the contract in the event that the contract is not completed by the date specified in the contract.

6. The contractor shall be liable for the cost of completion of the contract in the event that the contract is not completed by the date specified in the contract.

7. The contractor shall be liable for the cost of completion of the contract in the event that the contract is not completed by the date specified in the contract.

8. The contractor shall be liable for the cost of completion of the contract in the event that the contract is not completed by the date specified in the contract.

9. The contractor shall be liable for the cost of completion of the contract in the event that the contract is not completed by the date specified in the contract.

10. The contractor shall be liable for the cost of completion of the contract in the event that the contract is not completed by the date specified in the contract.

A

THE GRAN

THE

THE ST.

TH

THE

Grand C

IN L

P

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 Trunk Railway Company of Canada,

ENTERED INTO

IN LONDON, THE 12TH APRIL, 1853.

MONTREAL:

PRINTED BY J. STARKE & CO.

1856.

IN SENATE

REPORT

OF THE

COMMISSIONERS

OF THE

NOTES DEB
Eight hun
are Compan
Railroad Cor
Company of
Railroad R
ence and A
Toronto and
Atlantic and
part. and W
and the Ho
eleventh part.

WHEREA
passed in the
An Act to
which part
Frank Holl
and cov
the Town of
Kingston, th
a part in
Woodstock, t
Union and s
the Two Man
the City of
and the In
incorporate, to
the company
being and
making and
making, and
the incorporation
of the said

THIS DEED
eight hundred
way Company
Railroad Com
Company of
Richmond Ra
rence and At
Toronto and C
Atlantic and
part; and Wi
and the Hon
eighth part.

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

AMALGAMATION AGREEMENT.

THIS DEED is made on the twelfth day of April, one thousand ¹ Date of Deed, 12th
eight hundred and fifty-three, Between the Grand Trunk Rail- April, 1862.
way Company of Canada, of the first part; the Grand Junction
Railroad Company of the second part; the Grand Trunk Railway ² Names of Parties as-
Company of Canada East, of the third part; the Quebec and senting to deed of
Richmond Railway Company, of the fourth part; the St. Law- amalgamation.
rence 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, ³ Act 16, Vict. cap. 37,
passed in the sixteenth year of Her Majesty's Reign, intituled, Incorporating The
"An Act to incorporate the Grand Trunk Railway of Canada," Grand Trunk Rail-
way Company of
certain persons were incorporated under the title of *The Grand Canada, recited.*
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, ⁴ Capital, £2,000,000
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

⁵ Provincial guarantee to be given to the extent of £3000, sterling, per mile, at the rate of £40,000 for every £100,000 expended on the Works.

⁶ Amount of Provincial Bonds to be issued to the Grand Trunk Railway Company, £1,035,000 sterling.

⁷ Contract with Jackson, Peto, Brassey & Betts, dated 14th December, 1852, to construct the Grand Trunk Railway for £7625 sterling per mile

⁸ Second Contract with Jackson, Peto, Brassey and Betts, modifying the former Contract. The sum to be paid the Contractors to be £3,000,000 sterling, for construction and equipment of the road, date of Contract 23rd March, 1853.

⁹ Payment to be as follows:—£1,035,000 in Provincial Debentures, £982,500, in Company's Debentures, £982,500 in Stock.

is also provided, that the guarantee of the Province may be given to the Company thereby incorporated, to an amount not exceeding the sum of Three Thousand Pounds for every mile in length of the said Railway, and that so soon as it shall be ascertained by the Report of any Engineer, to be appointed for the purpose by the Governor of the Province, that one hundred thousand pounds sterling has been actually, and with due regard to economy, expended on the said Railway by the Company, in works or materials delivered on the ground, or both conjointly, the guarantee of the said Province may be given to the extent of Forty Thousand Pounds sterling, and so *toties quoties* whenever it shall be ascertained in like manner that another sum of One Hundred Thousand Pounds sterling has been so expended, until such guarantee shall be given to the extent thereby limited. AND whereas, such Company has been formed, and the amount of Bonds of the Provincial Government which is authorised to be issued under the provisions of the said act and of the different acts recited therein, is One Million and Thirty-five Thousand Pounds. AND whereas by an agreement dated the fourteenth day of December, one thousand eight hundred and fifty-two, between The Grand Trunk Railway Company of Canada, of the first part; and William Jackson, Samuel Morton Peto, Thomas Brassey and Edward Ladd Betts, all of the City of London, (hereinafter called the Contractors,) of the second part, the contractors agreed to make, construct, complete and equip the said Grand Trunk Railway, at the rate of seven thousand six hundred and twenty-five pounds sterling per mile, on the terms and conditions in such contract mentioned. AND whereas, by another agreement dated the twenty-third day of March, one thousand eight hundred and fifty-three, between the said Grand Trunk Railway Company of Canada, of the first part, and the said Contractors, of the second part, the last mentioned contract was modified, and it was thereby agreed, that instead of the rate per mile therein stipulated for, the price to be paid by the Company to the Contractors for making, completing and stocking the said Railway with all the incidents and appurtenances specified in the said recited agreement, should be the sum of Three millions pounds sterling, without additions or deductions of any kind, and that such contract sum should be paid as follows: one million and thirty-five thousand pounds sterling, in Canadian Provincial Government Debentures, payable in twenty years, in London, and meantime bearing interest at Six per cent. payable half-yearly in London; nine hundred and eighty-two thousand five hundred pounds in Debentures of the Company, payable in twenty-five years, in London, and meantime bearing interest at the rate of

Provided that the sum of Five Thousand Dollars shall be paid to the City of New York in full for the purchase of the land...

It is also provided that the purchase of the Premises may be to the City of New York... the sum of Five Thousand Dollars for every mile to be laid out... the purchase of the Premises... that one hundred thousand dollars... and with due regard to the... the purchase of the Premises... the purchase of the Premises... the purchase of the Premises...

Witness my hand and the seal of the City of New York this 10th day of December 1852.

Six per cent. and eighty-two Company; and Stock, should Baring, Esquire Peto and Thornton (therein and I referred, as the sales should be require, and should be made was thereby a and Stock so Government L the whole line opening; and certify that the in the purchase brought on the be given to the amount of such month from the certify the value provided during such a like order should sum equal in number such certificate certificate show tion, the balance so much of the as set aside for had not been ex and in such case said Trustees, tioned, out of thereby also provided completed and completion of the Company to act forth at their own Contractors should that, if the Company be relieved from equal to the expense on the plant pro

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

10
Debentures and Stock to be lodged with G. C. Glyn, Thos. Baring, and S. M. Peto, and Thomas Brassey, and sold for account of the Contractors.

11
Contractors to pay Interest on Debentures and Stock until the Railway is finished.

12
Payment to be made at the rate of 60 per cent of the Engineer monthly certificates.

13
£40,000 set aside for the payment of Salaries, &c.

14
If the Company receives any portion of the road before the whole is completed, the Contractors to be released from the payment of interest on the amount of capital expended on such portions.

15
Contract subject to modification in case of union or amalgamation with other Companies.

16
Act 16, vic. cap. 38, incorporating The Grand Trunk Railway Company of Canada East.

17
Capital of the Grand Trunk Railway Company of Canada East, to be £1,000,000 sterling, with Provincial guarantee.

18
Amount of Provincial Bonds to be issued to the Grand Trunk Railway Company of Canada East, to be £450,000.

19
Contract with Jackson, Peto, Brassey, and Betts, for the construction of the road, dated 28th March, 1853, for £1,224,000, with same conditions as preceding contract.

also provided, that the period for the completion of the railway might be extended on the contingencies, and subject to the arbitration therein mentioned; and that the now reciting contract and the original contract should be subject to such modifications, as to the mode of payment and the nature of the securities, in and by which, payment was to be made, and as to the interim investment of the funds, as might become necessary or expedient in case of the union or amalgamation of any other Company with The Grand Trunk Railway Company, so that the terms and conditions as to the construction, and equipment, and price, should be retained and preserved. AND whereas, by another Act of the Provincial Legislature of Canada, passed in the sixteenth year of Her Majesty's Reign, intituled, "An Act to provide for the incorporation of a Company to construct a Railway from opposite Quebec to Trois Pistoles, and for the extension of such Railway to the Eastern Frontier of the Province," the Governor was authorised on the terms therein mentioned, to issue a Proclamation incorporating a Company to be called The Grand Trunk Railway Company of Canada East, for the construction of such Railway; and it is by such act provided, that the Company may raise for such purpose a capital not exceeding One million pounds; and by such act it is also provided, that the guarantee of the Province shall be given to such Company to the same extent and in the same manner as is provided under the last hereinbefore recited Act. AND whereas, such Company has been incorporated, and the amount of Government Bonds which the Company would be entitled to require, under the provisions of the before mentioned Act, is four hundred and fifty-nine thousand pounds. AND whereas, by a contract bearing date the twenty-third day of March, one thousand eight hundred and fifty-three, made between The Grand Trunk Railway Company of Canada East, of the first part, and the said William Jackson, Samuel Morton Peto, Thomas Brassey, and Edward Ladd Betts, hereinafter called the contractors, of the second part, the contractors agreed with the Company to purchase and provide the land necessary for the Railway, and to make, construct and equip the same, in manner therein mentioned, on or before the first November, one thousand eight hundred and fifty-eight, for the sum of one million, two hundred and twenty-four thousand pounds; and by such contract it is provided that, if any section of the Line should be completed and stocked before the entire Railway is finished, it should be at the option of the Company to accept such portion and to work the same at their own risk, and if they should decline to do so, the contractors should be at liberty to open such portion at their risk and for their benefit,

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

20
Payment to be as follows:
£459,000 sterling, in Provincial Debentures
£382,500 sterling, in Company's Debentures
£382,500 sterling in Stock.

21
£13,000, sterling set aside for payment of salaries, &c.

22
In case the Company be not authorised to raise a larger amount of capital, equitable arrangements to be made between the Company and the Contractors.

23
Act 16, Vict. cap. 45, incorporating, the Grand Junction Railway Company recited.

24
Capital of the Company to be £1,000,000 sterling.

25
Contract for the construction of the Grand Junction Railway, by Jackson, Peto, Brassey and Betts, dated 23rd March, 1853, for the sum of £400,000, from Belleville to Peterborough.

26
Payment to be one half in Company's Debentures, and one half in Stock.

27
Railway to be completed on or before 1st January, 1859.

28
Interest on Debentures and Stock to be paid by the Contractors, until completion of the Road.

29
£4000, set apart for the payment of salaries.

30
Act 14 and 15, Vict. cap. 148, incorporating The Toronto and Guelph Railway Company, recited.

31
Act 16, Vict. cap. 41, amending former Act, recited.

32
Capital £325,000 Cy. with powers to increase it.

third March, one thousand eight hundred and fifty-three, between the Grand Junction Railway Company, by the Honorable John Ross, as their agent, duly authorised to act in their behalf, on the one part, and the said William Jackson, Samuel Morton Peto, Thomas Brassey and Edward Ladd Betts, hereinafter called the Contractors, of the other part: the Contractors have agreed to make, construct and complete the section or part of the said Railway lying between Belleville and Peterborough, being a distance of about fifty miles, in manner and character in such contract mentioned, for the sum of four hundred thousand pounds, which sum is provided to be paid: one half in Debentures of the Company, payable in London twenty-five years after the dates on which they are respectively issued, bearing interest, payable half-yearly in London, at the rate of Six per cent. per annum; and the remaining half, in Stock or Shares of the Company, to be entered on the register as fully paid up. And by such contract is provided, that such railway shall be completed on or before the first day of January, in the year of our Lord one thousand eight hundred and fifty-nine; and that the payments to the Contractors shall be made as the works proceed, in shares and Debentures, on the certificates of the Engineer, in the manner and subject to the stipulations in such contract contained. And by such contract it is also provided, that the interest upon the Debentures or Stock to be from time to time sold or transferred to parties other than the Contractors, shall be from time to time paid by the Contractors, until the whole of the Railway shall have been stocked and ready to be opened for Traffic; and such contract also provides, that the sum of four thousand pounds shall be set aside for payment of the salaries, and other expenses therein mentioned. AND whereas, an Act was passed by the Provincial Legislature of Canada, in the fourteenth and fifteenth years of Her Majesty's Reign, intituled, "An Act to incorporate the Toronto and Guelph Railway Company," under which a Company has been incorporated, for the purpose of constructing a Railway between Toronto and Guelph. AND whereas, another Act was passed by the Provincial Legislature of Canada, in the fifteenth and sixteenth years of Her present Majesty's Reign, intituled, "An Act to amend an Act to incorporate the Toronto and Guelph Railway Company," whereby the capital of the said Company was declared to be the sum of three hundred and twenty-five thousand pounds, Provincial currency, divided into sixty-five thousand shares, of five pounds each; and it was provided, that such capital might, if necessary, from time to time be increased in the manner provided for by the Railway Clauses Consolidation Act. And by such Act it is also provided, that it

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

³³
 Railway may be extended from Guelph to Sarnia with an increase of £1,000,000, cy., to the capital of the Company.

³⁴
 Contract with C. S. Gzowski, D. L. McPherson, Luther H. Holton, and A. J. Galt, dated 20th November, 1852, to construct the Railway from Toronto to Guelph.

³⁵
 Another Contract with the same parties to construct the Railway from Guelph to Sarnia, dated 18th February, 1853.

³⁶
 Contracts of the 26th November, 1852, and 18th February, 1853, with C. S. Gzowski & Company, to be annulled in case of amalgamation, and a new one under date 24th March, 1853, for the construction of the Road from Toronto to Sarnia, to be made.

37.
 Railway to be completed by the 1st July, 1857, for the sum of £1,376,000 Sterling; with similar conditions as to payment of interest, &c. as inserted in the contracts of Messrs. Jackson & Co.

or before the first day of July, one thousand eight hundred and fifty-seven, for the sum of one million three hundred and seventy-six thousand pounds sterling, and by such contract it is provided that, if any portion of the line shall be completed and stocked so as to be ready for traffic before the completion of the whole Railway, it should be at the option of the Company, to accept the same and to work it for their own benefit, and if they should decline so to do, the Contractors should be at liberty to open and work such portion at their risk and for their benefit, and that in case the Company should accept and open any such portion, the Contractors should be relieved from the payment of interest on an amount of capital equal to the expenditure on the section so opened, and on the plant provided for working the same; and by such contract it is provided, that the interest on the capital called up by the Company, for the purposes of the contract, should be paid by the Contractors, until the whole of the Railway should be completed and stocked, so as to be ready to be opened for traffic, and that the contract price should be paid to the Contractors on the certificates of the Engineer, in manner therein mentioned,

38
 £13,000 to be reserved for the payment of salaries, &c.

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,

39
 Act 13 & 14 Viet. cap. 116, incorporating The Quebec & Richmond Railroad Company, rected.

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

40
 Contract dated 30th October, 1852, with Jackson, Peter, Brassey and Betts, to construct and equip the Quebec & Richmond Railroad.

a contract dated the twentieth day of October, one thousand eight hundred and fifty-two, between William Jackson, Samuel Morton Peto, Thomas Brassey and Edward Ladd-Betts, hereinafter called the "Contractors," of the one part, and the Quebec and Richmond Railway Company, of the other part, the Contractors agreed to construct, complete and equip the Railway therein described, ac-

[Faint, illegible text in the left margin]

[Main body of faint, illegible text, likely a statute or report]

[Faint text block in the left margin]

[Faint text block in the left margin]

[Faint text block in the left margin]

ording to t
thirty-first
fifty-five, fo
sterling, to
thousand p
the Province
Company, t
the produce
after credit
subscribed 1
such contract
yearly, in st
per cent, on
issued by the
Legislature o
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. A
eleventh year
"An Act to
and Atlantic
the said Com
for the purpo
Saint Lawren
of which Ac
the Saint La
entitled to th
way, which l
the Province
and Atlantic
they are aut
twenty-five t
hundred and
abouts, and
three thousa
it is anticipa
sterling, will

cording to the plans and specifications therein referred to, by the thirty-first day of December, one thousand eight hundred and fifty-five, for the sum of six hundred and fifty thousand pounds sterling, to be paid as follows, *videlicet*, two hundred and fifty thousand pounds sterling, in Debentures of the Government of the Province, one hundred thousand pounds in Debentures of the Company, two hundred and five thousand pounds in Cash, being the produce of shares subscribed for in England, and the balance after crediting the amount which might be paid upon shares subscribed for in Canada, in shares of the Company; and by such contract it is provided, that the Contractors shall pay half-yearly, in sterling, in London, interest at the rate of six pounds per cent, on the amount of shares and debentures which may be issued by the Company. AND whereas, an Act of the Provincial Legislature of Canada, was passed in the eighth year of the reign of Her present Majesty, intituled, "An Act to incorporate the Saint Lawrence and Atlantic Railroad Company," under which a Company was incorporated and empowered to construct a Railroad from the River Saint Lawrence, opposite the City of Montreal, in the general direction of St. Hyacinthe and Sherbrooke, to the boundary line between Canada and the United States, at such point as would best connect with the Atlantic and Saint Lawrence Railway, and by such Act, the Company was empowered to raise a capital of six hundred thousand pounds currency, with a power to raise an additional sum of five hundred thousand pounds currency. AND whereas, an Act was passed in the tenth and eleventh years of the reign of Her present Majesty, intituled, "An Act to amend the Act incorporating the Saint Lawrence and Atlantic Railroad Company," and to extend the powers of the said Company; and three other Acts have been since passed for the purpose of amending and enlarging the powers of the Saint Lawrence and Atlantic Railway Company, under the last of which Acts, and an agreement executed in pursuance thereof, the Saint Lawrence and Atlantic Railway Company, are now entitled to that portion of the Atlantic and Saint Lawrence Railway, which lies between Island Pond and the boundary line of the Province of Canada. AND whereas, the said Saint Lawrence and Atlantic Railway is nearly completed, and the capital which they are authorised to raise, is one million, two hundred and twenty-five thousand pounds currency, of which, the sum of two hundred and forty-six thousand, one hundred pounds, or thereabouts, has been raised by shares, and six hundred and thirty-three thousand pounds sterling, or thereabouts, by borrowing; and it is anticipated that the sum of three hundred thousand pounds sterling, will be required for the purpose of fully completing and

⁴¹
 Road to be completed by the 1st Decr., 1855, for the sum of £600,000 Sterling.

⁴²
 Payment to be made as follows: £250,000 Sterling, in Provincial Debentures £100,000 Sterling in Comp'y's Debentures £205,000 stg. in Cash £35,000 stg. in Stock

⁴³
 Contractors to pay interest on shares and Debentures.

⁴⁴
 Act 8 Vict., cap. 25, incorporating The St. Lawrence & Atlantic Railroad Company, recited.

⁴⁵
 Capital, £600,000 cy. with power to add £500,000 cy. more.

⁴⁶
 Act 10 & 11 Vict. cap. 65, amending former Act, and extending the powers of the Company.

⁴⁷
 Three subsequent Acts passed, extending powers of the Company, viz: 12 Vict. cap. 176. 13 & 14 Vict. cap. 118 16 Vict. cap. 47.

⁴⁸
 Total Capital of the St. Lawrence & Atlantic Railroad Company authorised to be raised by them, is £1,225,000 cy.

⁴⁹
Provincial Debentures to the amount of £27,900 held by the St. Lawrence & Atlantic R. R. Co.

⁵⁰
Act 15 Vict. cap. 29, empowering any railway forming part of the Main Trunk Line to purchase any other Line, recited.

⁵¹
Act to apply to the St. Lawrence & Atlantic Railway.

⁵²
Provisions of the act 16 Vict. cap. 39, recited.

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

Deben-
andred
tlantic
eas, by
in the
ajesty,
whose
rough-
y or to
and to
ailway
two or
urpose
e Main
ure, in
of Her
for the
oughout
as one
and ac-
h Com-
the now
nce and
y which
so apply
rmed by
t. And
Directors
Directors
panies
ny, and
on shall
Company
rs of the
ors until
ion shall
of either
name of
reement
the united
pulations
place, as
the said
after any
Company

shall be managed and conducted after any such action. And it is
theply also provided, that whenever such agreement shall
ake been made, as aforesaid, the Directors of each of the Com-
panies which it is to affect shall call a special general meeting of
the Shareholders of the Company they represent, in the manner
provided by law for calling such general meetings, stating particu-
larly, that such meeting is called for the purpose of considering
the said agreement and of resolving or disallowing the same,
and if at such meeting of the Shareholders of each of the Com-
panies concerned, respectively, three-fourths or more of the votes
of the Shareholders attending the meeting in person or by
proxy, be given for ratifying the said agreement, such ratifica-
tion shall have full effect so far as it affects all the terms and clauses
thereof set in this Act with the new meeting. And, where enacted in
an Act of the Legislature of the Province, and if less than
three-fourths of the votes of the Shareholders present at such
meeting, in person or by proxy, be given in favor of ratifying
such agreement, then the same shall be void and of no effect and
no other meeting shall be called to consider any agreement for a
like purpose, within six months thereafter, provided always, that
the first meeting of the Shareholders of any Company for con-
sidering any such agreement shall be held within three months
of the time when the same shall be read, by the Directors thereof,
and not afterwards. And it is thereby further provided that from
and after the time when any such ratification is given, either
of two or more Companies shall take effect, the Companies in-
tended to be united shall become one Company and shall be man-
aged by the company which is named first in such agreement, and
shall be invested with all the powers, rights and authorities, and
to be responsible for all the liabilities, of the Company first named,
notwithstanding that such agreement shall be held to be the equal con-
tribution with each of the other Companies which shall be united there-
under, and that the said agreement shall be deemed to be made and
made by and for each of the Companies named therein, and that
nothing shall be done by or on behalf of any of the Companies named
in such agreement, which shall be deemed to be done by or on behalf
of the said Companies, until it shall be so authorized by a resolution
of the Shareholders of each of the Companies named therein, and that
if it is found by the Court that any of the Shareholders of any of the
Companies named in the agreement, the Company first named therein,
shall be liable to the company named in the agreement aforesaid,
and they may raise by law, in the said agreement and according
to the said agreement, the said Company shall be deemed to be
(third) further provided, that the Legislature of the Province
will make any further provisions, laws, orders, regulations, and

50
meetings of Share-
holders to be called
for the purpose of con-
sidering such agree-
ment.

51
Three-fourths of the
votes of the Share-
holders present at
such meeting.

55
The Company named
first in such agree-
ment shall be deemed
to be the Company
which shall be man-
aged by the company
named first in such
agreement.

56
The Company named
first in such agree-
ment shall be deemed
to be the Company
which shall be man-
aged by the company
named first in such
agreement.

ARTICLE I
SECTION 1
SECTION 2
SECTION 3
SECTION 4
SECTION 5
SECTION 6
SECTION 7
SECTION 8
SECTION 9
SECTION 10
SECTION 11
SECTION 12
SECTION 13
SECTION 14
SECTION 15
SECTION 16
SECTION 17
SECTION 18
SECTION 19
SECTION 20
SECTION 21
SECTION 22
SECTION 23
SECTION 24
SECTION 25
SECTION 26
SECTION 27
SECTION 28
SECTION 29
SECTION 30
SECTION 31
SECTION 32
SECTION 33
SECTION 34
SECTION 35
SECTION 36
SECTION 37
SECTION 38
SECTION 39
SECTION 40
SECTION 41
SECTION 42
SECTION 43
SECTION 44
SECTION 45
SECTION 46
SECTION 47
SECTION 48
SECTION 49
SECTION 50

shall be made...
thereby also...
have been...
panies which...
the Shareho...
provided by...
ticularly, th...
the said ag...
and if at su...
panies conce...
of the Shar...
proxy, be gi...
shall have f...
thereof not i...
an Act of...
three-fourth...
meeting, in...
such agreem...
no other me...
like purpos...
the first me...
sidering any...
of the time...
and not afte...
and after th...
of two or m...
tended to be...
tion by the...
shall be inv...
be responsi...
parties to s...
poration wi...
would be en...
union be en...
union, and...
such union...
tinued and...
union, by t...
And it is th...
union, as af...
shall be equ...
and they m...
the total an...
thereby fur...
will make

shall be ma
thereby als
have been r
panies whic
the Shareho
provided by
ticularly, th
the said ag
and if at su
panies conce
of the Shar
proxy, be gi
shall have f
thereof not i
an Act of
three-fourth
meeting, in
such agreem
no other me
like purpos
the first me
sidering any
of the time
and not afte
and after th
of two or m
tended to be
tion by the
shall be inv
be responsi
parties to s
poration wi
would be en
union be en
union, and
such union,
tinued and
union, by t
And it is th
union, 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 have been made, as aforesaid, the Directors of each of the Companies which it is to affect, shall call a special general meeting of the Shareholders of the Company⁷ they represent, in the manner provided by law for calling such general meetings, stating particularly, that such meeting is called for the purpose of considering the said agreement and of ratifying or disallowing the same, and if at such meeting of the Shareholders of each of the Companies concerned, respectively, three-fourths or more of the votes of the Shareholders attending the same, either in person or by proxy, be given for ratifying the said agreement, then the same shall have full effect accordingly, as if all the terms and clauses thereof not inconsistent with the now reciting Act, were enacted in an Act of the Legislature of this Province; and if less than three-fourths of the votes of the Shareholders present at such meeting, in person or by proxy, be given in favor of ratifying such agreement, then the same shall be void and of no effect, and no other meeting shall be called to consider any agreement for a like purpose, within six months thereafter, provided always, that the first meeting of the Shareholders of any Company for considering any such agreement, shall be held within three months of the time when the same shall be made by the Directors thereof, and not afterwards. And it is thereby further provided that from and after the time when any such ratified agreement for the union of two or more Companies shall take effect, the Companies intended to be united shall become one Company and one Corporation by the corporate name assigned to it in such agreement, and shall be invested with, and have all the rights and property, and be responsible for all the liabilities of the respective Companies, parties to such agreement, and shall be held to be the same Corporation with each of them, so that any right or claim which would be enforced by or against either of them, may after such union be enforced, by or against the Company formed by their union, and any suit, action or proceeding pending at the time of such union, by or against either of such Companies, may be continued and completed by or against the Company formed by their union, by the corporate name assigned to it by the agreement. And it is thereby further provided, that in the case of any such union, as aforesaid, the capital of the Company formed thereby, shall be equal to the combined capitals of the Companies united, and they may raise by loan or otherwise, any sum not exceeding the total amount which such Company might raise. And it is thereby further provided, that the Legislature of the Province will make any further Legislative Provision, which may be

53.
Meetings of Shareholders to be called for ratifying or disallowing such union or amalgamation.

54.
Three-fourths of the votes of the Shareholders required to ratify the union.

55.
When amalgamated the united Company to have all the rights of the respective Companies, and shall also assume their liabilities.

56.
The Capital of the united Company to be equal to the combined capitals of the Companies forming such union.

⁵⁷
Act 16, Vic. cap. 76,
extending the Pro-
visions of the union
Act 16, Vic. cap. 39,
recited.

required for the purpose of giving full effect to the now reciting Act, and to any agreement made under it, and ratified, as aforesaid, according to the true intent and purport thereof. AND whereas, by an Act of the Provincial Legislature of Canada, passed in the sixteenth year of Her present Majesty, intituled, "An Act to extend the provisions of the Railway Companies Union Act, to Companies whose Railways intersect the Main Trunk Line, or touch places which the said Line also touches." It is provided that the hereinbefore recited Act, intituled, "An Act to empower any Railway Company whose Railway forms "part of the Main Trunk Line of Railway throughout this 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

⁵⁸
The Companies union
Act to apply to the
Grand Trunk Railway
Company of Canada.

place which the said contemplated Main Trunk Line of Railway also touches, subject always to the amendments and provisions therein contained. And it is thereby further provided, that if one of the Railway Companies forming a union under the 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
"Canada," and the Directors of the Company so formed, shall have the rights of voting by proxy, and other the rights and powers vested in the Directors of The Grand Trunk Railway Company of Canada, by the Act incorporating the same, and the number of the Directors of the Company formed by such union shall be eighteen, twelve of whom shall be elected by the Shareholders, and six appointed by the Governor of the Province of Canada, unless and until such Company shall renounce the benefit of the Provincial guarantee, in which case the number of Directors shall be reduced to twelve, by the retirement of the Directors appointed by the Governor, and if there shall be at any time of such union, Directors of more than one of the Companies forming the same, who have been appointed by the Governor, of Canada, then such of the said Directors as the Governor shall designate, shall retire from office so as to reduce the number of Government Directors to six, and the Directors elected by the

⁵⁹
The number of Direc-
tors of the amalgama-
ted Grand Trunk Rail-
way Company, to be
18-12 to be elected by
the Shareholders and
6 appointed by the
Governor.

⁶⁰
If the Company re-
nounce the benefit of
the Government guar-
antee the number of
Directors to be only
12, elected by the
Shareholders.

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. \times AND whereas, by another Act of the Provincial Legislature of Canada, passed in the sixteenth year of Her present Majesty, entitled, "An Act to provide for the construction of a general Railway Bridge over the River Saint Lawrence, at or in the vicinity of the City of Montreal," it is provided, that The Grand Trunk Railway Company of Canada, or any Company which shall be formed by the union of the said Company with any one or more Railway Companies, under the Act in that behalf, shall have full power and authority to construct a Railway Bridge to be called and known as the "Victoria Bridge," across the River Saint Lawrence, from some point in the City or Parish of Montreal, to some point in the Parish of Antoine de Longueuil, or in the Parish of Laprairie de la Magdeleine, and to construct on either side of the said River and within the said City, or any of the said Parishes, such Branch Railways, wharves, embankments, piers, stations, inclined plains and other works of any kind, as may be necessary for the convenient using of the said Bridge. AND it is thereby further provided, that it shall be lawful for the Directors of the Company, constructing the said Bridge, to increase the capital stock of the said Company, by such sum not exceeding the sum of one million five hundred thousand pounds sterling, as might be requisite for the constructing thereof. AND whereas, by an agreement made, the twenty-third day of March, in the year of our Lord one thousand eight hundred and fifty-three, between The Grand Trunk Railway Company of Canada, by the Honorable John Ross, duly authorised to act on their behalf, of the one part, and William Jackson and Samuel Morton Peto, Thomas Brussey, 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 hereinafter stipulated for, and duly and punctually made, to complete the said Bridge within the period or extended period therein mentioned. AND it is thereby further agreed, that, in consideration of one million, four hundred thousand pounds, to be increased to one million, five hundred thousand

⁶¹
Act 16, Vict. cap. 75, authorising the construction of a Railway Bridge over the Saint Lawrence at Montreal recited.

⁶²
The Grand Trunk Railway Company of Canada, may construct such Bridge.

⁶³
To be called the "Victoria Bridge."

⁶⁴
Capital stock of the Company constructing such Bridge to be increased £1,500,000 Sterling.

⁶⁵
Contract, dated 23rd March, 1853, with Jackson, Peto, Brussey and Betts for construction of the Bridge

⁶⁶
Price for a Tubular Bridge to be £1,400,000 sterling, to be increased if necessary to £1,500,000 sterling

pounds on the contingencies therein mentioned, the Contractors undertake all risks and contingencies and that such Contract sum shall be paid to the Contractors by The Grand Trunk Railway Company, in cash, on the monthly certificates of the Engineer. AND whereas, only a small proportion of the shares in The Grand Trunk Railway Company, The Grand Trunk Railway Company of Canada East and The Grand Junction Railroad Company, have been issued. AND whereas, the amount of Government Bonds unissued in respect of The Grand Trunk Railway Company, The Grand Trunk Railway Company of Canada East, the Quebec and Richmond Railway Company, and the Saint Lawrence and Atlantic Railway Company, is one million, eight hundred and eleven thousand, five hundred pounds. AND whereas, the amalgamation of all the Companies whose Railways intersect or join the Main Trunk Railway through the province, is highly desirable with a view to economical and efficient management, by one body, and such amalgamation would be very beneficial to the public, and also the several Shareholders in each of the separate Companies, and such amalgamation has been agreed upon, between the Directors of the several Companies upon the terms and conditions hereinafter contained. NOW THESE PRESENTS WITNESS, that each of the said several 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:—

67
Amount of Provincial Bonds to be issued to the Companies forming the amalgamated Grand Trunk Railway Company of Canada, is £1,811,500 sig.

68
The amalgamation of the Companies intersecting or forming the Main Trunk Line of Railway through th. Province is desirable.

69
From 1st July, 1853, the undermentioned Railway Companies agree to unite and amalgamate into one Railway Company, to be called *The Grand Trunk Railway Company of Canada*, viz; The Grand Trunk R W Co. of Canada, The Grand Trunk R. W. Co. of Canada East, The Quebec & Richmond R. R. Co., The St. Lawrence and Atlantic R. R. Co., The Toronto and Guelph Railway Co., The Grand Junction Railway Company.

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

tractors
act sum
railway
engineer.
e Grand
company
y, have
t Bonds
ny, The
bec and
d Atlan-
d eleven
algama-
join the
lesirable
ne body,
e public,
ate Com-
between
rms and
SENTS
e second,
ect to the
provisions
t and de-
the first
part, doth
nd to each
d, fourth,

and eight
company of
pany, the
d Junction
way Com-
the Grand
Company,
of Cana-
nics shall
and Trunk
the herein-
the Share-
ereinbefore
the Grand

IN the United Provinces of Canada, in the County of York, in the City of Toronto, do hereby certify that the following is a true and correct copy of the Act of the Legislature of the Province of Ontario, in relation to the amalgamation of the Grand Trunk Railway Company, and the provisions of the Act and regulations thereunder passed.

THE ACT
TO AMALGAMATE
THE GRAND TRUNK
RAILWAY COMPANY
AND
THE CANADIAN PACIFIC
RAILWAY COMPANY

1. THE Board of Directors of the Grand Trunk Railway Company, and the Board of Directors of the Canadian Pacific Railway Company, do hereby certify that the following is a true and correct copy of the Act of the Legislature of the Province of Ontario, in relation to the amalgamation of the Grand Trunk Railway Company, and the provisions of the Act and regulations thereunder passed.

THE ACT
TO AMALGAMATE
THE GRAND TRUNK
RAILWAY COMPANY
AND
THE CANADIAN PACIFIC
RAILWAY COMPANY

2. THE Board of Directors of the Grand Trunk Railway Company, and the Board of Directors of the Canadian Pacific Railway Company, do hereby certify that the following is a true and correct copy of the Act of the Legislature of the Province of Ontario, in relation to the amalgamation of the Grand Trunk Railway Company, and the provisions of the Act and regulations thereunder passed.

THE ACT
TO AMALGAMATE
THE GRAND TRUNK
RAILWAY COMPANY
AND
THE CANADIAN PACIFIC
RAILWAY COMPANY

3. THE Board of Directors of the Grand Trunk Railway Company, and the Board of Directors of the Canadian Pacific Railway Company, do hereby certify that the following is a true and correct copy of the Act of the Legislature of the Province of Ontario, in relation to the amalgamation of the Grand Trunk Railway Company, and the provisions of the Act and regulations thereunder passed.

THE ACT
TO AMALGAMATE
THE GRAND TRUNK
RAILWAY COMPANY
AND
THE CANADIAN PACIFIC
RAILWAY COMPANY

4. THE Board of Directors of the Grand Trunk Railway Company, and the Board of Directors of the Canadian Pacific Railway Company, do hereby certify that the following is a true and correct copy of the Act of the Legislature of the Province of Ontario, in relation to the amalgamation of the Grand Trunk Railway Company, and the provisions of the Act and regulations thereunder passed.

THE ACT
TO AMALGAMATE
THE GRAND TRUNK
RAILWAY COMPANY
AND
THE CANADIAN PACIFIC
RAILWAY COMPANY

Trunk Line. IN the United Undertaking, is also to be included, ⁷⁰ The united undertaking to comprise the construction and maintenance of an Iron Tubular Bridge over the construction and maintenance of the Saint Lawrence at Montreal, as projected by the Grand Trunk Railway Company, under the provisions of the Act and the contract hereinbefore recited. ⁷⁰ The united undertaking to comprise the construction and maintenance of the Victoria Bridge.

2. THE several clauses of the "Railway clauses consolidation Act," with such modifications, however, as regards "Plans and Surveys," and "general provisions," as are contained in the several special Acts of the different Companies, shall apply to the amalgamated Company, and to the Directors and Shareholders thereof, as fully as if the same were herein repeated, except such of the clauses thereof as are inconsistent with the express provisions hereinafter contained. ⁷¹ The Railway clauses consolidation Act, to apply to the amalgamated Company.

3. THE Capital of the united Company will consist of the aggregate amount of the respective Capitals, which the several Companies forming such union, may have raised or have been entitled to raise, under the authority of the several Acts of Parliament relating to such Companies respectively, together with such increase of such aggregate Capital as may from time to time be made, under the provisions of the "Railway Clauses Consolidation Act." ⁷² The capital of the United Company to consist of the aggregate of the capital of the Companies forming it.

4. THE Stock or Shares of the Quebec and Richmond Railway Company, shall become stock or shares of the same nominal amount in the Capital of the United Company, and shall rank on the Register of the United Company, as stock or shares upon which so much is paid as shall, at the time of the amalgamation, have been actually paid thereon. ⁷³ The stock of the Quebec & Richmond Railway Company, to rank as stock of the United Company, with so much paid on it.

5. THE Stock or Shares of the Saint Lawrence and Atlantic Company shall (subject to such equalization as may be necessary for the conversion thereof from currency to sterling money) become stock or shares of the same nominal amount, in the Capital of the United Company, and shall rank on the register of the United Company, as stock or shares upon which so much is paid as shall at the time of the amalgamation have been actually paid thereon, and in addition, the United Company shall take upon itself as part of the liabilities and obligations of the United Company, the sum of seventy-five thousand pounds, being the estimated amount of the arrears of interest due to the Shareholders of the Saint Lawrence and Atlantic Company, and with which sum the arrears will be fully discharged. ⁷⁴ The stock of the St. Lawrence & Atlantic Railway Company, to rank as stock of the United Company with so much paid on it. ⁷⁵ £75,000 sterling, to be paid to the stockholders of the Saint Lawrence & Atlantic Railroad Company, for arrears of interest

⁷⁶
The stock of the Toronto and Guelph Railway Company, to rank as stock in the United Company with so much paid on it.

6. SO much of the stock or shares of the Toronto and Guelph Railway Company, as have already been issued, shall also (subject to such equalization as shall be necessary for conversion from Currency to Sterling money,) become stock or shares of the same nominal amount in the Capital of the united Company, and shall rank on the Register of the United Company, as stock or shares upon which so much is paid as shall at the time of the amalgamation have been actually paid thereon, and in addition thereto, the United Company, shall take upon itself as part of the liabilities and obligations of the United Company, the sum of Two thousand pounds, as arrears of interest to the Shareholders in the Toronto and Guelph Railway Company.

⁷⁷
£2000 sterling to be paid to the stockholders of the Toronto and Guelph Railway Company.

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

⁷⁸
The stock of the remaining Companies, to rank as stock in the United Company.

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

⁷⁹
Unissued Provincial Debentures belonging to any of the Companies, to become the property of the United Company.

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

⁸⁰
The United Company to create stock to the amount of £4,864,800 sterling in shares of £25 sterling, each.

10. THE United Company shall forthwith create stock or shares to the aggregate amount of Four millions eight hundred and sixty-four thousand, eight hundred pounds sterling, in shares of twenty-five pounds each.

⁸¹
The United Company shall create "convertible" Debentures, to the extent of £1,811,000 stg., to be hereafter exchanged for Provincial Debentures.

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

12. The United Company shall also create Debentures, herein-⁸² after called "Company's Debentures," to an aggregate amount, not exceeding Two millions and ninety thousand, seven hundred pounds sterling, in sums of one hundred pounds each, payable at twenty-five years, in London, bearing interest at the rate of six per cent per annum, payable half-yearly in London, such debentures to be convertible at the option of the holders in stock of the Company, at Par, on or before the first day of January, one thousand eight hundred and sixty-three.

⁸² Debentures to be called "Company's Debentures," to be created to the amount of £2,097,000 sterling convertible into stock on or before 1st January, 1863.

13. OF the last mentioned Debentures, there shall be reserved, Debentures to the amount of Two hundred and seventy-nine thousand two hundred pounds sterling, and of the above mentioned stock or shares, there shall be reserved stock or shares to the amount of five hundred and fifty-eight thousand four hundred pounds sterling, which shall be assigned in the proportion of Two hundred pounds of stock, for each one hundred pounds of Debentures, to and among the undermentioned parties, as follows:

⁸³ Of Company's Debentures the sum of £279,200 stig. are of the stock, the sum of £558,400 sterling, shall be reserved for certain share and bondholders.

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

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

To the Bondholders of the Ontario and Simcoe Railway Company, - - - - - £170,000 0s. 0d.

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

⁸⁴ Parties entitled to such debentures and stock, to signify their acceptance within 21 days from notification.

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

⁸⁵ 27,336 shares to be issued in exchange for Quebec and Richmond, St. Lawrence and Atlantic Shares, and Toronto and Guelph shares.

15. THE residue of the stock and shares, amounting to the sum of three million, six hundred and twenty-three thousand pounds, divided into one hundred and fifty-four thousand nine hundred and twenty shares, of twenty-five pounds each, shall be

⁸⁶ Apportionment of remaining stock, viz: 144,920 shares, equal to £3,623,000 stig.

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

⁸⁷
Existing shareholders in certain 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 issued in Canada or elsewhere.

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

⁸⁹
Directors to have power to make arrangements for the issue of shares and Debentures, in England or elsewhere.

18. THE Directors may from time to time, subject, however, to the foregoing limitations and reservations, make such arrangements for the issue of shares or stock, or Debentures, to be subscribed for in Canada, or elsewhere, either for the present or for any additional capital which they may be authorized to raise, as to such Directors shall seem fit, and for payment in England, of the Dividends and interest on the shares and Debentures, at such place or places, as such Directors shall from time to time determine; and they may from time to time appoint an agent or agents of the Company, in England, or elsewhere, and may delegate to such agent or agents, such powers as the Directors shall from time to time think fit, and they may make such rules and regulations, as to the issuing of such shares and Debentures, as to the mode, time, and place of transfer of such shares and Debentures, and as to the mode, time, and place of payment of the calls upon such shares and instalments upon such Debentures, and of the dividends or interest thereon, as shall be deemed requisite or beneficial, but no call after the first allotment, shall exceed two pounds ten shillings per twenty-five pound share, or ten per cent on each Debenture, with intervals of not less than four months between each call.

⁹⁰
And also for the payment of Dividends or Interest.

⁹¹
And for the appointment of an agent or agents, &c.

⁹²
No call after first allotment to exceed £210s. on each share and 10 per cent on each debenture, such calls to be at intervals of not less than 4 months.

s stock
vertible
's De-
ayable

k Rail-
Canada
be en-
d, nine
spect of
Railway
tures as

d issued
to time,
with such
rt of the
ught ex-
nd reser-

wever, to
gements
bscribed
any ad-
s to such
d, of the
at such
ne deter-
ngent or
y delegate
hall from
and regu-
res, as to
d Deben-
nt of the
ebentures,
eemed re-
ent, shall
share, or
less than

The following are the names of the persons who have been appointed to the various committees of the Board of Directors for the year ending 31st December 1885. The names of the members of the committees are given in italics. The names of the members of the Board of Directors are given in full.

The Board of Directors have appointed the following committees to inquire into the various matters mentioned in the Report of the Board of Directors for the year ending 31st December 1885. The names of the members of the committees are given in italics. The names of the members of the Board of Directors are given in full.

The Board of Directors have appointed the following committees to inquire into the various matters mentioned in the Report of the Board of Directors for the year ending 31st December 1885. The names of the members of the committees are given in italics. The names of the members of the Board of Directors are given in full.

The Board of Directors have appointed the following committees to inquire into the various matters mentioned in the Report of the Board of Directors for the year ending 31st December 1885. The names of the members of the committees are given in italics. The names of the members of the Board of Directors are given in full.

The Board of Directors have appointed the following committees to inquire into the various matters mentioned in the Report of the Board of Directors for the year ending 31st December 1885. The names of the members of the committees are given in italics. The names of the members of the Board of Directors are given in full.

THE
MOUNTAIN
VIEW
CAMP

THE
MOUNTAIN
VIEW
CAMP

THE
MOUNTAIN
VIEW
CAMP

THE
MOUNTAIN
VIEW
CAMP

THE
MOUNTAIN
VIEW
CAMP

19. A different and to the currency made, or shares or Company exchange Company

20. THE for obtain holders in each separate had r

21. THE dend, shall shares in amount of

22. THE fixed by the by the Gov the Board remainder

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

24. THE Thomas B Honorable The Hon Edward C Canada, in Calmont, I London, E The Honor McMill, of Holmes, o William R Esquires, s

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

⁹³
A new Register of shareholders to be made and arrangements to be made for the exchange of certificates.

20. THE Directors shall have the same rights and remedies for obtaining and enforcing the payment of calls on the shareholders in each of the separate Companies, as the Directors of each separate Company would have had, in case the amalgamation had not taken place.

⁹⁴
The Directors may enforce the payment of calls.

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

⁹⁵
The profits of the United Company, to be available for Dividend.

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

⁹⁶
Six of the Directors shall be resident in England.

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

⁹⁷
Six Directors shall be a quorum; Directors may vote by proxy.

24. THE following persons shall be the first Directors, namely, Thomas Baring and George Carr Glyn, of London, Esquires, The Honorable Etienne Paschal Taché, The Honorable James Morris, The Honorable Malcolm Cameron, and The Honorable René Edward Caron, all of Quebec, appointed by the Governor of Canada, in Council, and Henry Wollaston Blake, Robert McCalmont, Kirkman Daniel Hodgson, and William Thompson, of London, Esquires, and The Honorable John Ross of Brockville, The Honorable Francis Hincks of Quebec, The Honorable Peter McMill, of Montreal, George Crawford of Brockville, Benjamin Holmes, of Montreal, William Hamilton Ponton, of Belleville, William Rhodes, of Quebec, and W. F. Whittemore, of Toronto, Esquires, shareholders, elective Directors.

⁹⁸
Names of the first Directors.

⁹⁹
Qualification of elec-
tive Directors to be
25 shares each, Gov-
ernment Directors
not required to hold
stock.

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

¹⁰⁰
Retirement of Direc-
tors.

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

¹⁰¹
First Ordinary Gen-
eral Meeting of
shareholders.

27. THE first ordinary general meeting of the shareholders in the United Company shall be held at such time and place in the Province of Canada, as the Directors may appoint, PROVIDED that public notice thereof be given, during one month, in the Canada Gazette, and in at least one other paper, published in each of the Cities of Toronto, Kingston, Montreal and Quebec, and at such first general meeting, the shareholders present in person or by proxy, and qualified to 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.

¹⁰²
Notice of Meetings
to be published for
one month.

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

¹⁰³
Votes to be equal to the number of shares held.

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

¹⁰⁴
Appointment of three Auditors.

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

¹⁰⁵
Directors may make By-laws.

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

¹⁰⁶
The provisions of the several contracts with Jackson & Co., and Gzowski & Co., to be modified and new contracts to be entered into.

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
The expenses of the Engineer and staff of the Victoria Bridge, to be borne by the Company.

33. The entire charges of the Engineers and Staff, in relation to the construction of the Tubular Bridge, hereinbefore mentioned, shall also be borne by, and paid out of the funds of the United Company.

109
An Act to be applied for if necessary, to confirm the provisions of this agreement, and for sundry and other purposes.

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

110
If the agreement is not ratified by all the Companies it shall enure as to such of the Companies as shall ratify it.

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

...to be ...

...and ...

...and ...

...and ...

...and ...

three at least
same. AN
Company, v
of Represent
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 s
Lawrence Rai
being a distar
term of nine
amalgamatio
agreement, d
hundred and
duly authoriz
Lawrence Ra
Jackson, and
it is provided
amalgamatio
of and in bot
Lawrence Co
Trunk Railw
portion or sec
from Portlan

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

111
Incorporation of the
Atlantic and Saint
Lawrence Railroad
Company.

112
Capital of the Atlan-
tic and St. Lawrence
Railroad Company,
\$1,700,000 in shares,
\$3,000,000, in Bonds

113
Recital of the lease
entered into by the
Hon. John Ross, and
William Jackson, on
the part of the United
Company, with the
Atlantic and Saint
Lawrence Railroad
Company for a term
of 999 years.

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

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

THE SCHEDULE

BEFORE REFERRED TO.

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

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

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

114
Contracts with
Jackson and Co., for
the construction of the
Grand Trunk Rail-
way of Canada, dated
14th December, 1852,
and 23rd March,
1853.

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

115
Contract with
Jackson & Co., for
the construction of the
Grand Trunk Rail-
way of Canada East,
dated, 23rd March,
1853.

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

116
Contract with Jackson & Co., for the construction of the Quebec and Richmond Railroad, dated 22nd October, 1852.

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

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

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

of the said
 be ready to
 ctors should
 ventures, and
 extent of one
 the shares or
 l, and upon
 D whereas,
 year of our
 a agreement
 ilroad Com-
 hereby, the
 d complete
 eterborough,
 rolling stock
 , and it was
 said sum of
 said in bonds
 ove specified,
 nt out of the
 ment of the
 ds should be
 mpany, un-
 traffic; that
 n all Deben-
 t of the said
 the English
 ed for traffic,
 ch modifica-
 f the securi-
 m, and as to
 the necessary
 f any other
 nd Junction
 s of the said
 nt, should be
 venty-fourth
 l eight hun-
 between the
 parties here-
 he Canadian
 re mentioned
 an Contract-
 tioned line
 e same with

working 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 modification being effected, but that the terms and conditions of the said agreement, as to the price and construction, and equipment, were to be retained and preserved. AND whereas, also, on the said twenty-third day of March, an agreement was entered into between the said first incorporated Grand Trunk Railway Company of Canada, and the said English Contractors, conditionally, upon the said amalgamation taking place, for the construction by the said English Contractors, of a Tubular Iron Bridge over the River St. Lawrence at Montreal, for the sum of two million five 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 that such modifications, be introduced into the following modifications, and the same be introduced into the said contracts, to-wit: that the parties hereto of the second and third part, shall be paid the said contract sum full of which sums were calculated by the Contractors, (in several instalments respectively, in sum by instalments in Canada, and out by Canadian Provincial Debitures, or Debitures in favor of the said Company, that in consideration of the said English Contractors assigning to the said Canadian Provincial Debitures, they shall be entitled to receive the same or equivalent upon the mutual security of all years which under the said agreements, respectively, should have been paid in sum to the said Company, (the said Debitures are now being drawn upon) and the parties hereto of the said Debitures, and the parties of the said contracts, heretofore called the English Contractors, shall be the parties

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 twenty-third day of March, an agreement was entered into between the said first incorporated Grand Trunk Railway Company of Canada, and the said English Contractors, conditionally, upon the said amalgamation taking place, for the construction by the said English Contractors, of a Tubular Iron Bridge over the River Saint Lawrence at Montreal, for the sum of one million four hundred thousand pounds, subject to a certain increase as therein mentioned and it was thereby agreed, (amongst other things,) that the said Contract sum should be paid in cash, subject to certain special provisions, as to the mode of payment, and that the parties thereto should enter into all further deeds which might become necessary or expedient in consequence of such union or amalgamation, so that the general terms and conditions of the said agreement should be retained and preserved. AND whereas, it has in fact been found necessary or expedient, upon such amalgamation, to introduce the following modifications and alterations into the said contracts, *videlicet*, that the parties hereto of the second and third part, shall be paid the said contract sums (all of which sums were calculated by the Contractors, as sterling and not currency,) respectively, in sterling money, in London, and not by Canadian Provincial Debentures, or Debentures or stock of the amalgamated Company, that in consideration of the English Contractors relinquishing the said Canadian Provincial Debentures, they shall be entitled to receive an addition of fifteen per cent upon the nominal amount of all sums which, under the said agreements, respectively, would have been paid in such Debentures, (the said fifteen per cent being the present premium upon the said Debentures,) that the parties of the second part, hereinafter called the English Contractors, shall, on the first day

119
Contract with Jackson & Co., for the construction of the Victoria Bridge.
Dated 23rd March, 1852.

120
Certain modifications and alterations made in the several contracts before recited.

121
Contractors to be paid in sterling money, instead of Provincial Bonds, and to receive an increase of 15 per cent upon the amount of such Provincial Debentures.

122
English Contractors to take on 1st July, 1854, 24,153 shares, (called subsequently B. shares) £201,912 of convertible Debentures, £201,912 of Company's Debentures.

123
The English Contractors shall also take the balance of B. shares, and Bonds not taken by the Stockholders on the 1st July, 1854, viz. 48,307 Shares, £203,838 Convertible Bonds, £203,838 Company's Bonds.

124
The Contractors to pay interest at the rate of 6 per cent, per annum on amount of capital called up to pay Engineer's certificate, &c. &c.

of July, one thousand eight hundred and fifty-four, subscribe for and take twenty-four thousand one hundred and fifty-three shares in the amalgamated undertaking, of the one hundred and forty-four thousand nine hundred and twenty-shares, referred to in the prospectus as offered to the Public, Debentures convertible into Government Debentures, to the extent of three hundred and one thousand nine hundred and twelve pounds, and Company's Debentures to the extent of three hundred and one thousand nine hundred and twelve pounds, that forty-eight thousand three hundred and seven shares of the one hundred and forty-four thousand nine hundred and twenty-shares, above mentioned Debentures, convertible into Government Debentures, to the extent of six hundred and three thousand eight hundred and thirty-eight pounds, and Company's Debentures to a like extent of six hundred and three thousand eight hundred and thirty-eight pounds, shall be retained by the Company with the option and privilege reserved to each holder of the seventy-two thousand four hundred and sixty-shares, now about to be issued, half of the one hundred and forty-four thousand nine hundred and twenty, above referred to, apply for and take in addition to the shares held by him, two-thirds of the number of shares held by him, and an equal amount in Debentures, one half in Debentures convertible into Provincial Government Debentures, and the other half in Debentures of the Company, so as such option be exercised before the first day of July, one thousand eight hundred and fifty-four, that so many of the shares and Debentures so retained by the Company, as shall not have been claimed and taken up by the actual shareholders so entitled to claim the same, respectively, under the privilege reserved to them, on or before the said first day of July, in the year of our Lord one thousand eight hundred and fifty-four, shall thereupon and forthwith after that day, be also subscribed for and taken by the English Contractors, that the parties hereto of the second and third part, shall provide the funds for the payment half-yearly, in London, of interest at the rate of six per cent per annum, on the amounts from time to time paid to them upon the certificates of the Engineer, under the several hereinbefore recited Contracts, and also on such additional sum, as the United Company may from time to time think it necessary to call up, for the purpose of providing for the current certificates and the expenditure of the Company, in reference to the Contracts any difference between the Contractors and the United Company, as to the amount to be kept in hand by the Company, for such purposes, to be settled by arbitration in manner hereinafter provided for, but as respects the Canadian Contractors, this obligation shall cease, when, and so soon as the Toronto and Guelph Railway, shall be opened throughout for traffic, to Sarnia.

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

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

125
The amalgamated Company bound by the preceding Co. Contracts.

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

126
All payments to be made in sterling money.

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

127
Contractors to have 15 per cent in addition, instead of Provincial Bonds.

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

128
In case of difficulty, Provincial Debentures to be received by the Contractors at Par.

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

129
All the clauses in the preceding Contracts, relating to lodging of Shares and Debentures in the hands of Trustees, to be no longer in force.

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
Engineer to grant certificates for works done.

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

131
Company may receive portions of the Railways when completed, if they judge proper so to do.

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

132
English Contractors to pay a sum of £57,000 for salaries, instead of the various sums mentioned in the Contracts.

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

133
Canadian Contractors to pay £13,000 for salaries.

134
1 per cent to be deducted from the payments made to Contractors, to meet the same set apart for salaries.

135
Any balance remaining of the sums set apart for salaries, at the completion of the Works, to be re-paid to the Contractors.

8. IF on the completion of the works, there shall be any portion of the said seventy thousand pounds in the hands of the said Company, not applied to, or owing for such salaries and expenses, as aforesaid, the surplus is to be paid over to the Contract-

the pay-
s, as pro-
vide by the
sterling, in
and upon
ats respec-
ts respec-
tioneer of the
ificates are
a Engineer
or refusal,
ments to be
ors, and to
ments, as to
or portions
pleted and
y the Con-
shall be ap-
ndertaking,
ements res-
payment of
ole expenses,
ole Contract
um of fifty-
ct monies to
en thousand
ty thousand
ries and ex-
payments
able in cash
ne per cent of
l amount in
the English
case of the
l be any por-
hands of the
aries and ex-
the Contract-

And the said Commission shall have full power to the said Commissioners to do all such things and to do all such things as they shall think fit to do for the purposes of this Act.

That the said Commissioners shall have full power to do all such things as they shall think fit to do for the purposes of this Act, and to do all such things as they shall think fit to do for the purposes of this Act, and to do all such things as they shall think fit to do for the purposes of this Act.

That the said Commissioners shall have full power to do all such things as they shall think fit to do for the purposes of this Act, and to do all such things as they shall think fit to do for the purposes of this Act, and to do all such things as they shall think fit to do for the purposes of this Act.

That the said Commissioners shall have full power to do all such things as they shall think fit to do for the purposes of this Act, and to do all such things as they shall think fit to do for the purposes of this Act, and to do all such things as they shall think fit to do for the purposes of this Act.

That the said Commissioners shall have full power to do all such things as they shall think fit to do for the purposes of this Act, and to do all such things as they shall think fit to do for the purposes of this Act, and to do all such things as they shall think fit to do for the purposes of this Act.

Section 100.1. The Board of Directors of the Corporation shall have the authority to...

Section 100.2. The Board of Directors of the Corporation shall have the authority to...

Section 100.3. The Board of Directors of the Corporation shall have the authority to...

Section 100.4. The Board of Directors of the Corporation shall have the authority to...

Section 100.5. The Board of Directors of the Corporation shall have the authority to...

tors, in
tors, a

9.
upon t
tively,
the am
if they
the am
the dat
the Cor
until su
pension
comple

10:
fore the
four, su
thousand
of the
converti
three hu
and othe
like non
hundred

11.
soon aft
and fifty
Amalga
of the sa
said, as
persons
several
pay up
respecti
be paya
Amalga

12.
Compan
days be
respecti
gamated
equal to
Capit.

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

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

136
The Company failing to pay the certificates the Contractors have the option of stopping the works.

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

137
On the 1st July, 1854 the English Contractors, shall take the Shares and Debentures mentioned in the preceding clauses

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

138
The English Contractors shall, also, as soon after the 1st July, 1854, as they shall be required, to take the balance of the Shares and Debentures.

12. THAT as from the date of the Amalgamation of the Company, the English Contractors shall, and will at least seven days before the first day of January and the first day of July, respectively, in each year, provide for, and pay over to the Amalgamated Company, at the Office of their Agent in London, a sum equal to Interest, at the rate of six per cent per annum, on the Capital then actually expended in the construction of the Railways

139
The English Contractors shall 7 days before 1st January, and 1st July, in every year, provide for the payment of interest on the capital actually expended on the works.

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.

740
The English Contractors shall, also, on the same days, provide for the payment of interest on two-thirds of the amount called up, over and above the amount expended on works.

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

141
In default of payment of interest, the Company authorized to deduct the amount from the certificates, for works with interest at 6 per cent.

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

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

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

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

¹⁴³
Canadian Contractors to pay 6 per cent, per annum, on amount expended on works, and to provide for the same 6 days before the 1st January, & 1st July, in each year, until opening of Road.

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

¹⁴⁴
Canadian Contractors shall also pay Interest on one third the amount called up over and above the amount expended on works.

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

¹⁴⁵
Calls due by the Contractors, may be credited to them against an equivalent amount on certificates of work.

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

¹⁴⁶
Application to be made to the Provincial Legislature, for an Act, authorizing an extension of the time for completing the works and for other purposes.

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.

¹⁴⁷
In case of dispute, the matters in dispute to be referred to three Arbitrators, to be approved of by the Governor in Council.

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

21. THAT the parties hereto, will respectively make and enter 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 Assignees shall be excluded from all control over or interest in this contract, and when any act is to be done by the English Contractors, it shall be sufficient if done by, or by the authority of the majority of them in person, or acting under power of Attorney from each to the other, or by the majority of the survivors of them, or by the survivors or survivor of them, or by the Executors, Administrators or Assigns of such survivor, and so "mutatis mutandis" in the case of the words, "The Canadian Contractors."

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

THE GRAND TRUNK RAILWAY COMPANY OF CANADA	THE GRAND JUNCTION RAILWAY COMPANY	AND THE MONTREAL AND MAGNAN RAILWAY COMPANY
---	---	--

GRAND TRUNK RAILWAY COMPANY OF CANADA EAST	AND THE QUEBEC AND MAGNAN RAILWAY COMPANY, MONTREAL AND MAGNAN
---	---

A. T. GARDNER, Attorney at Law, London, Ontario, Representing the Grand Trunk Railway Company.	A. T. GARDNER, Attorney at Law, Quebec, P. Q., Representing the Quebec and Magnan Railway Company.
--	--

WILLIAM J. HENNING, Clerk,
John Ross, Esq.,

Witness the hands of the Grand Trunk Railway Company of Canada, of the Grand Junction Railway Company of Canada East, and of the Quebec and Magnan Railway Company, on the day and date aforesaid, at the City of Montreal, in the Province of Quebec, in the Dominion of the above Companies.

Witness the hands of Messrs. J. H. Gault, of the Grand Trunk Railway Company; and of Messrs. J. H. Gault, of the Quebec and Magnan Railway Company; and of Messrs. J. H. Gault, of the Grand Junction Railway Company of Canada East, and the Grand Junction Railway Company of Canada East, and the Grand Junction Railway Company of Canada East, on the day and date aforesaid, at the City of Montreal, in the Province of Quebec, in the Dominion of the above Companies.

WITNESSES
J. H. Gault, Esq.,
J. H. Gault, Esq.,
J. H. Gault, Esq.,

JOHN ROSS,
Attorney at Law,
Quebec, P. Q.,

and the arbitration, obtained.

shall arise construction, or any carrying out and also, all, whenever, referred to the Company, Council of by the two reference, and two of them, the question

make and en-
viving effect to

ct, the words,
mean William
and Edward
or three out of
cutors, admin-
at, in the event
e of them, their
over or interest
by the English
y the authority
nder power of
rity of the sur-
of them, or by
ch survivor, and
The Canadian

parties to these
hereunto affixed
have hereunto be-
written.

THE
GRAND TRUNK
RAILWAY COMPANY
OF
CANADA.

THE
GRAND JUNCTION
RAILROAD
COMPANY.

A. T. GALT.
*President St. Lawrence & Atlantic
Railroad Company.*
L. S.

GRAND
TRUNK RAILWAY COMPANY
OF
CANADA EAST.

*For the Quebec and Richmond
Railway Company,*
WILLIAM CHAPMAN,
Their Attorney.

L. S.

A. T. GALT,
*Representing Atlantic and St.
Lawrence
Railroad Company.*

ALEX. GILLESPIE,
A. T. GALT,
L. S. *Representing the Toronto and* L. 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.

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

WILLIAM WAGSTAFF.
HENRY MOORE.

Witness to the signature of Alexander Tilloch Galt.	}	A. T. GALT, <i>For Self & Partners.</i>
--	---	--

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

Witness to the signature of Thomas Brassey.		THOMAS BRASSEY.
WILLM. WAGSTAFF.		

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

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

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

Which was carried unanimously.

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

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

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

Which was carried unanimously.

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

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

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

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

Moved by SIR H. J. CALDWELL, seconded by the Hon MR. BELLEAU, and *Unanimously Resolved*,—That the Grand Trunk Railway Company of Canada East, by the vote of the Shareholders here assembled, hereby ratifies, approves of, and in all respects confirms the agreement for amalgamation, now submitted to this Meeting, entered into by the Directors of the Company, acting by their Agents, The Hon. John Ross, James Bell Forsyth, and William Rhodes, Esquires, which agreement is dated at London, the 12th April, 1853, and is made between The Grand Trunk Railway Company of Canada, of the first part; The Grand Junction Railroad Company, of the second part; The Grand Trunk Railway Company of Canada East, of the third part; The Quebec and Richmond Railway Company, of the fourth part; The Saint Lawrence and Atlantic Railroad Company, of the fifth part; The Toronto and Guelph Railroad Company, of the sixth part; The Atlantic and Saint Lawrence Railroad Company, of the seventh part; and William Jackson, of Birkenhead, England, Esquire, and The Honorable John Ross, of Belleville, Canada, of the eighth part; whereby, this Company, on the conditions and for the considerations therein stated, unites with and is incorporated with the said Grand Trunk Railway Company of Canada.

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

It was moved and seconded, and unanimously

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

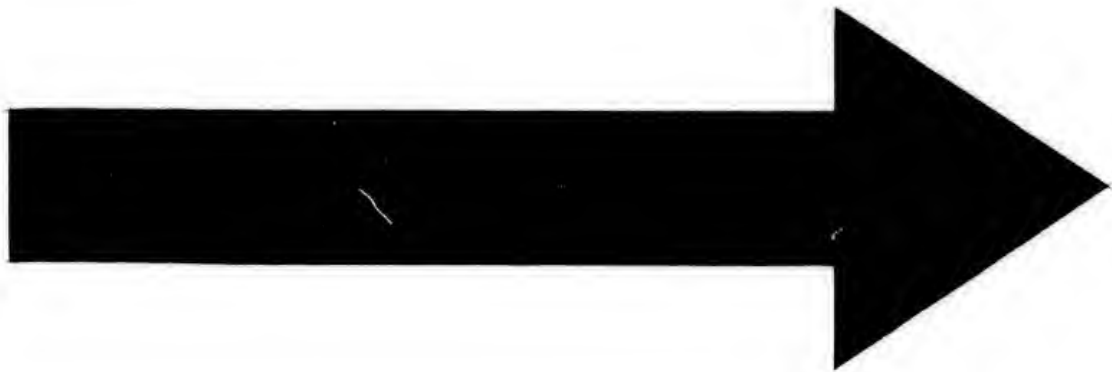
Carried unanimously.

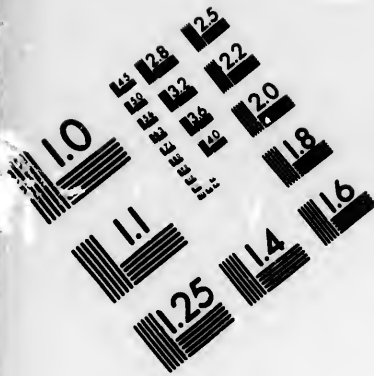
INDEX TO CLAUSES.

Date of Deed, 12th April, 1853.	1
Names of Parties assenting to Deed of Amalgamation.	2
Act 16, Vict. Cap. 37, Incorporating The Grand Trunk Railway Company of Canada, recited	3
Capital, £3,000,000 Sterling.	4
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.	5
Amount of Provincial Bonds to be issued to the Grand Trunk Railway Company, £1,035,000 Sterling.	6
Contract with Jackson, Peto, Brassey and Betts, dated 14th December, 1852, to construct The Grand Trunk Railway, for £7625 Sterling per mile.	7
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, £982,500 in Company's Debentures; £882,500 in Stock.	9
Debentures and Stock to be lodged with G. C. Glyn and Thomas Baring and S. M. Peto, and Thomas Brassey, and sold for account of the Contractors.	10
Contractors to pay Interest on Debentures and Stock until the Railway is finished.	11
Payments to be made at the rate of 60 per cent, of the Engineer's Monthly Certificates.	12
£40,000 set aside for the payment of Salaries, etc.	13
If the Company receive any portion of the Road before the whole is completed, The Contractors to be released from the payment of Interest on the amount of Capital expended on such portion.	14
Contract subject to modification in case of Union or Amalgamation with other Companies.	15
Act 16 Vict. Cap. 38, Incorporating "The Grand Trunk Railway Company of Canada East," recited.	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 Canada East, to be £459,000.	18
Contract with Jackson, Peto, Brassey and Betts, for the construction of the Road, dated 23rd March, 1853, for £1,224,000, on the same condition as preceding contract.	19
Payment to be made as follows: £459,000 Sterling, in Provincial Debentures, £382,500 Stg. in Company's Debentures; 382,500 in Stock.	20
£13,000 set aside for payment of Salaries, etc.	21
In case the Company be not authorized to raise a larger amount of Capital, equitable arrangement to be made between the Company and the Contractors.	22
Act 16 Vict. Cap. 43, Incorporating "The Grand Junction Railroad Company," recited.	23
Capital of the Company to be £1,000,000 Sterling.	24
Contract for the construction of the Grand Junction Railway by Jackson, Peto, Brassey and Betts, dated 23rd March, 1853, for the sum of £400,000 from Belleville to Peterborough.	25
Payment one-half to be in Company's Debentures, and one-half in Stock.	26
Railway to be completed on or before 1st January, 1859.	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.	29
Act 14 and 15 Vict. Cap. 148, Incorporating "The Toronto and Guelph Railway Company," recited.	30
Act 16 Vict. Cap. 41, amending former Act, recited.	31
Capital, £325,000 Currency with powers to increase it.	32
Railway may be extended from Guelph to Sarnia, with an increase of £1,000,000 Currency to the Capital of the Company.	33
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 Guelph.	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
Railway to be completed by the 1st July, 1867, for the sum of £1,376,000 Sterling, with similar conditions as to payment of Interest, etc., as inserted in the contracts with Messrs. Jackson & Co.	37

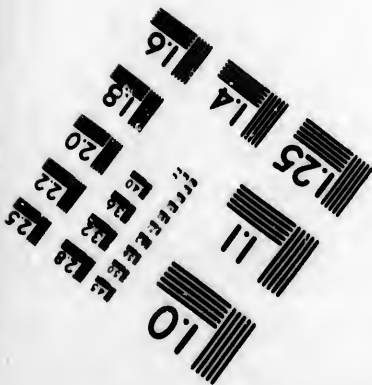
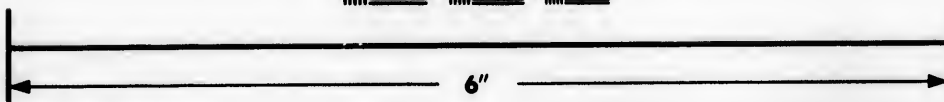
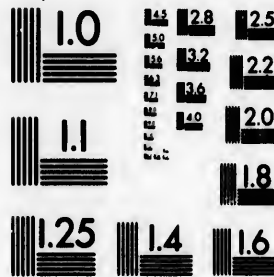
1
2
Canada,
3
4
rate of
5
\$35,000
6
construct
7
contract,
8
on and
9
company's
10
Peto,
11
12
ates.
13
the Con-
14
sponded
15
companies.
16
Canada
17
Sterling
18
of Can-
19
id, dated
20
t. \$382,500
21
table ar-
22
cited.
23
24
Brassey
to Peter-
25
26
27
pletion of
28
29
Company,"
30
31
32
Currency
33
dated 26th
34
to Sarnia,
35
owski & Co.
arch, 1853,
36
r, with sim-
ith Messrs.
37

[Faint, illegible text from the reverse side of the page, appearing as bleed-through.]





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



**Photographic
Sciences
Corporation**

23 1/2 MAIN STREET
WEBSTER, N.Y. 14580
(716) 872-4503

128
132
122
120
118

10
01

£13,000 to be reserved for payment of Salaries, etc.	33
Act 13 and 14 Vict. Cap. 116, Incorporating "The Quebec and Richmond Railroad Company," recited.	39
Contract dated 20th October, 1852, with Jackson, Peto, Brassey and Betts, to construct and equip the Quebec and Richmond Railroad.	40
Road to be completed by the 1st December, 1855, for the sum of £850,000 Sterling.	41
Payment to be made as follows: £250,000 Sterling, in Provincial Debentures, £100,000 Sterling, in Company's Debentures, £205,000 Sterling, in Cash, £95,000 Sterling in Stock.	42
Contractors to pay Interest on Shares and Debentures.	43
Act 8 Vict. Cap. 25, Incorporating "The St. Lawrence and Atlantic Railroad Company," recited.	44
Capital, £800,000 Currency, with power to add £500,000 Currency more.	45
Act 10 and 11 Vict. Cap. 65, amending former Act and extending the powers of the Company.	46
Three subsequent Acts passed extending the powers of the Company, Viz:—12 Vict. Cap. 176, 13 & 14 Vict. Cap. 118, 18 Vict. Cap. 47.	47
Total Capital of the St. Lawrence and Atlantic Railroad Company 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 Railroad Company.	49
Act 16 Vict. Cap. 39 Empowering any Railway forming part of the Main Trunk Line, to purchase any other Line, recited.	50
Act to apply to the St. Lawrence and Atlantic Railway.	51
Provisions of the Act 16 Vict. Cap. 39, recited.	52
Meetings of the Shareholders to be called, for ratifying or disallowing such Union or Amalgamation.	53
Three-fourths of the Votes of the Shareholders required to ratify the Union.	54
When Amalgamated, The United Company to have all the rights of the respective Companies, and shall also assume their liabilities.	55
The Capital of the United Company, to be equal to the combined Capitals of the Companies forming such Union.	56
Act 16 Vict. Cap. 76, extending the provisions of the Union Act, 16 Vict. Cap. 39, recited.	57
The Company's Union Act, to apply to "The Grand Trunk Railway Company of Canada."	58
The number of Directors of the Amalgamated Grand Trunk Railway Company to be 18, 12 to be elected by the Shareholders and 6 appointed by the Governor.	59
If the Company renounces the benefit of the Government Guarantee, the number of Directors to be only 12, elected by the Shareholders.	60
Act 16 Vict. Cap. 75, Authorizing the construction of a Railway Bridge over the St. Lawrence, at Montreal, recited.	61
The Grand Trunk Railway Company of Canada may construct such Bridge.	62
To be called the "Victoria Bridge."	63
Capital Stock of the Company constructing such Bridge, to be increased by £1,500,000 Sterling.	64
Contract dated 23rd March, 1853, with Jackson, Peto, Brassey and Betts, for the construction of the Bridge.	65
Price for Tubular Bridge to be £1,400,000 Sterling, to be increased, if necessary, to £1,500,000 Sterling.	66
Amount of Provincial Bonds to be issued to the Companies forming The Amalgamated Grand Trunk Railway Company of Canada, is £1,811,500 Sterling.	67
The Amalgamation of the several Companies intersecting or forming the Main Trunk Line of Railway through the Province is desirable.	68
From 1st July, 1853, the Undermentioned Railway Companies agree to Unite and Amalgamate into one Railway Company, to be called "The Grand Trunk Railway Company of Canada," Viz:—	
The Grand Trunk Railway Company of Canada.	
The Grand Trunk Railway Company of Canada East.	
The Quebec and Richmond Railroad Company.	
The St. Lawrence and Atlantic Railroad Company.	
The Toronto and Guelph Railway Company.	
The Grand Junction Railway Company.	69
The United undertaking to comprise the construction and maintenance of the Victoria Bridge.	70
The Railway Clauses Consolidation Act to apply to the Amalgamated Company.	71
The Capital of the United Company to consist of the aggregate of the Capitals of the Companies forming it.	72
The Stock of the Quebec and Richmond Railroad Company to rank as Stock of the United Company with so much paid on it.	73

The Stock of the St. Lawrence and Atlantic Railway Company to rank as stock of the United Company with so much paid on it.	74
£75,000 Sterling to be paid to the Shareholders of the St. Lawrence and Atlantic Railroad Company for arrears of Interest.	75
The Stock of the Toronto and Guelph Railway Company, to rank as Stock in the United Company, with so much paid on it.	76
£2,000 Sterling to be paid to the Stockholders of the Toronto and Guelph Railway Co.	77
The Stock of the remaining Companies to rank as Stock in the United Company.	78
Unissued Provincial Debentures belonging to any other Company, to become the property 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.	81
Debentures to be called "Company's Debentures" to be created to the amount of £2,097,000 Sterling, convertible into Stock on or before 1st January, 1863.	82
Of Company's Debentures the sum of £278,200 Sterling, of the Stock the sum of £558,400 Sterling, shall be reserved for certain Share and Bond Holders.	83
Parties entitled to such Debentures and Stock, to signify their acceptance within 31 days from notification.	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 equal to £3,623,000 Sterling.	86
Existing Shareholders in certain Companies entitled to Shares in the United Company.	87
The Shares may be issued in Canada or elsewhere.	88
Directors to have power to make arrangements for the issue of Shares and Debentures in England or elsewhere.	89
And also, for the payment of Dividends and Interest.	90
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.	93
The Directors may enforce the payment of calls.	94
The profits of the United Company to be available for Dividend.	95
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 required to hold Stock.	99
Retirement of Directors.	100
First ordinary General Meeting of Shareholders.	101
Notice of meeting to be published for one month.	102
Votes to be equal to the number of Shares held.	103
Appointment of three Auditors.	104
Directors may make By-Laws.	105
The provisions of the several contracts with Jackson & Co. and Gzowski & Co., to be modified and new contracts to be entered into.	106
The United Company to pay Interest on shares and Debentures from date of Amalgamation 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
If the agreement is not ratified by all the Companies, it shall enure as to such of the Companies 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, \$3,000,000 in Bonds.	112
Recital of the lease entered into by the Hon. John Ross and William Jackson, on the part of the United Company with the Atlantic and 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, dated 14th December, 1852, and 23rd March 1853.	114
Contract with Jackson & Co. for construction of the Grand Trunk Railway of Canada East, dated 23rd of March, 1853.	115
Contract with Jackson & Co. for the construction of the Quebec and Richmond Railroad dated 22nd October, 1853.	116
Contract with Jackson & Co. for the construction of the Grand Junction Railway, dated 23rd March, 1853.	117
Contract with O. S. Gzowski & 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

Certain modifications and alterations made in the several contracts before recited.	120
Contractors to be paid in Sterling money instead of Provincial Bonds and to receive an increase of 15 per cent upon the amount of such Provincial Debentures.	121
English Contractors to take on 1st July, 1854, 24,153 Shares (called subsequently B shares) £301,912 of Convertible Debentures, £301,912 of Company's Debentures.	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, £803,838 Convertible Bonds, £803,838 Company's Bonds.	123
The Contractors to pay Interest at the rate of 6 per cent per annum on amount of Capital 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.	128
All the Clauses in the preceding contracts, relating to lodging of Shares and Debentures 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.	133
One per cent to be deducted from the payments made to Contractors, to meet the sum set apart for salaries.	134
Any balance remaining of the sums set apart for salaries at the completion of the works, to be repaid to the Contractors.	135
The Company failing to pay the Certificates, the Contractors have the option of stopping the works.	136
On the 1st July, 1854, the English Contractors shall take the Shares and Debentures mentioned in the preceding Clauses.	137
The English Contractors shall also, as soon after the 1st July, 1854, as they shall be required 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 on $\frac{1}{3}$ of the amount called up over and above the amount expended on the works.	140
In default of payment of interest, the Company authorized to deduct the amount from the 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
Calls due by the Contractors may be credited to them against an equivalent amount on Certificates for work.	145
Application to be made to the Provincial Legislature for an Act, authorizing an extension of the time for completing the works, and for other purposes.	146
In case of dispute, the matter in dispute to be referred to three Arbitrators, to be approved of by the Governor in Council.	147
Interpretation Clause.	148

