

1st Session, 8th Parliament, 27 Victoria, 1863.

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BILL.

An Act relating to the Bonded Debt of the
Buffalo and Lake Huron Railway Com-
pany and other matters.

Received and read, first time, Tuesday, 25th
August, 1863.

Second reading, Friday, 28th August, 1863.

Hon. Mr. CURRIE.

QUEBEC:

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BILL.

An Act relating to the bonded debt of the Buffalo and Lake Huron Railway Company and other matters.

HER Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of Canada, enacts as follows :

1. The agreement between the Buffalo and Lake Huron Railway Company, hereinafter described as the Company, and the Corporation of the Town of Brantford, set forth in the Schedule hereto, is, as between the Company and the said Corporation, ratified and confirmed and made binding on the Company, and on the said Corporation and the inhabitants and ratepayers of the said Town. Agreement in Schedule confirmed.
2. During the three years next after the twenty-eighth day of February one thousand eight hundred and sixty-three, no action, suit or proceeding shall be brought, or had, or be maintainable, in respect of or to recover or secure any interest which shall accrue due on the bonds secured by the three several mortgages mentioned or referred to in the Act of the nineteenth year of the Reign of Her present Majesty, incorporating the Company, or on the bonds secured by or referred to in two certain Indentures, bearing date respectively the eighth day of August one thousand eight hundred and fifty-six, and made between the Buffalo, Brantford and Goderich Railway Company of the one part, and the Company of the other part ; and the other made between the Company of the one part, and George Brown, William Smith and Hugh Finlayson of the other part : provided, nevertheless, that the provisions of this section are not to apply to the interest on any of the said bonds now held by the said Corporation. No action to be brought for interest on certain bonds during three years, from 28th Feby. 1863.
3. The said interest to which the provisions of the last preceding section refer, shall be secured to the holders of the said bonds, either by mortgage of all or any portion of the property and works of the Company, or by bonds, (on such terms and conditions as to the time and mode of repayment, or rate of interest, as may be determined by resolution of the meeting to be held under the seventh section of this Act) and the Coupons representing the said interest shall thereupon be cancelled. Proviso. Such interest to be secured by bonds or mortgage.
4. The Company is hereby authorized and required to make and issue the mortgages or bonds referred to in the last preceding section, and to do all necessary acts and deeds for carrying out the said resolution and the said agreement referred to in the first section of this Act. Company empowered to carry out agreement.
5. No mortgage or bonds to be issued by virtue of this Act shall affect the priority of, or in any way prejudice any existing mortgage, bond or security of the Company, or any mortgage, bond or security on which the Company or any of its property and works is or are liable. Priority of existing securities saved.
6. The net earnings of the Company, during the three years next after the thirty-first day of January last, may be applied by the Company to any of the purposes to which its share or bond capital is applicable, but subject, nevertheless, to the provisions of the said agreement set Application of net earnings of Company during 1863, 1864, and 1865.

forth in the Schedule hereto; and such earning and the said interest and the said mortgages or bonds by this Act authorized to be issued, shall not be reckoned as part of the capital of the Company, which the Company at the time of the passing of this Act is authorized to issue; nor shall such issue under this Act lessen or impair the powers of the Company to increase its capital. 5

Act to be subject to approval of bondholders and shareholders. 7. This Act shall not take effect unless accepted by a majority consisting of two thirds in amount of the bondholders and of the shareholders of the Company, such bondholders and shareholders forming two classes, and each class voting separately, present in person or by proxy, at a meeting of such bondholders and shareholders to be held on or before the _____ day of _____ one thousand eight hundred and sixty _____ in _____ England, after such notice as is hereinafter mentioned: that is to say, so far as relates to the said shareholders such notice shall be given as by law is required for calling a special meeting of the shareholders of the company, and the notice to the bondholders shall be by advertisement, setting forth the time, place, and object of the said meeting, such advertisement to be signed by one or more of the Directors of the Company or its Secretary in England, and to be inserted in two Daily morning papers, published in London, England, and in the *Canada Gazette*, for at least twenty-eight days before the holding of such meeting. For the purposes of the meeting contemplated by this section, the said bondholders shall have similar power of voting by proxy, as is by law given to and vested in the shareholders of the Company. 10 15 20 25

Meetings of shareholders. 8. Meetings of the shareholders of the Company, whether general or special, may be held in _____ England.

Meetings of Directors. 9. The meetings of the Directors of the Company may, after the passing of this Act, be held in England or in Canada, or both, as the Board of Directors shall from time to time by resolution determine. 30

Public Act. 10. This Act shall be deemed a Public Act.

SCHEDULE.

THIS INDENTURE, made the tenth day of August, in the year of our Lord one thousand eight hundred and sixty-three,

BETWEEN the Buffalo and Lake Huron Railway Company, hereinafter called the Company, of the first part, and the Corporation of the town of Brantford, hereinafter called the Corporation, of the second part.

WHEREAS the said Corporation are the owners and holders of eighty-two thousand and three hundred pounds sterling of the second mortgage bonds of the said Company.

Now, this indenture witnesseth, that the said Company and the said Corporation covenant and agree to and with each other as follows:

FIRST. The said Company shall pay, within the period of two months from the date hereof, all past due interest coupons on said bonds held by the Corporation, and in default thereof these presents to be void.

SECOND. The said Company shall, during the period of three years, beginning on the second day of June last, and ending on the first day of June, one thousand eight hundred and sixty-six inclusive, pay to the Corporation, in respect of the interest coupons of the said bonds so held

by the said Corporation, as aforesaid, accruing due during the said three years, the following sums of money, namely:—On the first days of December and June, respectively, in each year of the said three years the sum of four thousand six hundred and fifteen dollars, the first of such payments to be made on the first day of December next, and the last on the first day of June, one thousand eight hundred and sixty-six, in all six payments of four thousand six hundred and fifteen dollars each, for which payment interest coupons of said mortgage bonds equal in amount to the sums so paid shall be delivered up to the said Company.

THIRD. The balance of the said three years interest coupons of the said bonds, (if any) shall remain attached to the said bonds, and in the keeping of the said Corporation, and shall be paid by the said Company with interest upon the same at the rate of six per cent. per annum, when, according to the terms of this agreement, the said Company shall be liable to pay the same.

FOURTH. The foregoing arrangement between the parties hereto deferring the payment of the said balance of the three years interest coupons in manner aforesaid until the end of the said three years, is in no way to affect the bonds or interest payable thereon, after the expiration of the said period of three years.

FIFTH. The said balance of the said three years interest coupons, the payment whereof has been deferred as aforesaid, shall not at any time be barred by the Statute of Limitations.

Provided always, and these presents are made and executed upon the following conditions namely: That the said Company shall not remove their work-shops or offices from the Town of Brantford, or cease working the same during the said period, or so long as the said coupons shall remain unpaid, or sell or dispose of their Road, or any part thereof, during the period aforesaid; and if the said Company shall not in all things perform the conditions and stipulations to be performed on their part, and make the payment hereinbefore mentioned as aforesaid, or in case the said Company shall not, in six months from the date hereof, proceed with the building of the bridge across the Niagara River, at or near Fort Erie, or the Road from Caledonia to Hamilton, or the Harbor at Goderich, or some one or more of them, and expend within the said three years on some one or more of the above mentioned works, or other permanent works, the sum of one hundred thousand pounds sterling, then these presents to be null and void, and the said deferred coupons shall become active and collectable by the said corporation according to the tenor and effect thereof, but not otherwise.

These presents are provisional and shall not be binding on the parties hereto, until the Legislature of this Province, shall pass an Act enabling the said Company to postpone the interest coupons on the residue of the Bonds of the said Company for a period of three years, and until such Act is accepted by, and becomes binding upon the residue of the bondholders of the said Company.

In witness whereof, the said parties have hereto respectively set their common seals, the day and year first above written.

Signed, sealed and delivered, in presence
of E. B. WOOD.

W. MACLEAN, Secretary.
JAMES WREYMS, Mayor.