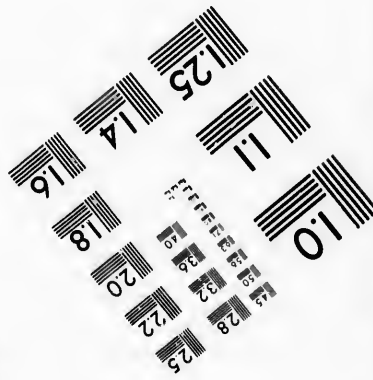
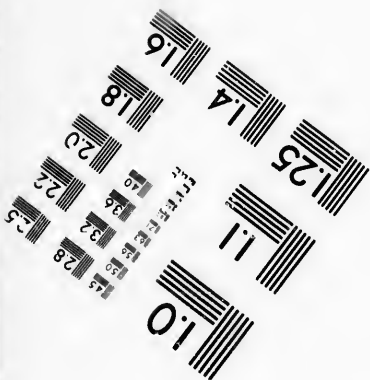
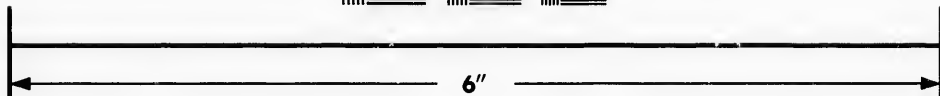
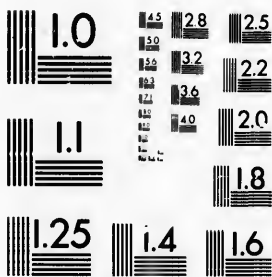


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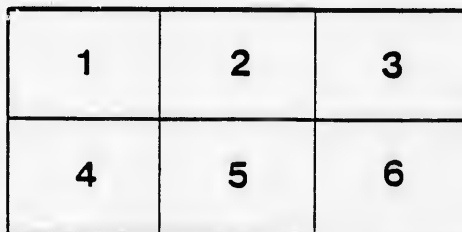
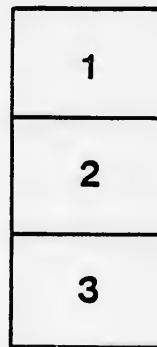
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25th SEPTEMBER, 1863.

AGREEMENT

BETWEEN

THE GRAND TRUNK RAILWAY
COMPANY OF CANADA

AND

THE MONTREAL & CHAMPLAIN
RAILROAD COMPANY.

4. - .

MONTREAL AND CHAMPLAIN RAILROAD COMPANY.

The following is a Copy of the AGREEMENT to be submitted to the MEETING of SHAREHOLDERS, on MONDAY, the TWELFTH day of OCTOBER, 1863.

This Agreement, made this Twenty-fifth day of September, in the year of our Lord one thousand eight hundred and sixty-three, by and between the GRAND TRUNK RAILWAY COMPANY OF CANADA of the first part, and the MONTREAL and CHAMPLAIN RAILROAD COMPANY of the second part.

Whereas, acting under the provisions contained in the one hundred and thirty-first section of chapter sixty-six of the Consolidated Statutes of Canada, and also under the provisions of the tenth section of the Act of Parliament of Canada passed in the twenty-second year of Her Majesty's reign and chapter fifty-two, and entitled "An Act to amend the Acts relating to the Grand Trunk Railway Company of Canada," the Directors of the above named Companies have made and entered into an agreement and arrangement for the regulation and interchange of traffic passing to and from the Railways of the Companies they respectively represent, and for the working of the traffic over the said Railways, and for the division and apportionment of Tolls, Rates and Charges in respect of such traffic, and in relation to the management and working of said Railways for the term of twenty-one years from the time this agreement shall come into operation, and have also provided as is hereinafter contained for the appointment of a Joint Committee for the better carrying into effect such agreement, subject as in said section expressed to the consent of two-thirds of the Shareholders of the said Companies respectively present voting in person or by proxy.

Therefore this agreement witnesseth that the Directors of the said Companies parties to this agreement have and do hereby agree as follows:—

1. That all the traffic of the said Montreal and Champlain Railroad Company shall be managed and worked and fairly developed by the Grand Trunk Railway Company of Canada, and that they shall have the employment and control of all the officers, employes and servants used and engaged in working the said traffic.

2. That the said Grand Trunk Railway Company shall have the possession, management and control of all the said Montreal and Champlain Railroad

Company's Lines, and of their Rolling Stock, Steam Ferry Boats, Plant, Stores, Tools, and all material belonging to or appertaining to the said Lines and said Company, all of which shall be by the Grand Trunk Railway Company maintained and kept in the same order that they now are, reasonable wear and tear excepted.

3. That the said Grand Trunk Railway Company shall keep correct accounts of receipts and working expenses and expenditure of all kinds on both their line and the line of the said Montreal and Champlain Railroad Company, and of all expenses, outlay and expenditure incidental and necessary to the proper development and working of the traffic on said Railways of both Companies respectively.

4. That after deducting working expenses, the net earnings of the two lines shall be divided thus, viz.: one-fifteenth part to the Montreal and Champlain Railroad Company and the other fourteen-fifteenths to the Grand Trunk Railway Company, but for the years one thousand eight hundred and sixty-four, sixty-five, and sixty-six, the said Grand Trunk Railway Company agree that the (said one-fifteenth of) said net earnings shall not be less than one hundred thousand dollars in each year payable half-yearly.

agreement null if not paid within 60 days, amount not to be

5. That the repairing and restoring Plant, Rolling Stock, Steam Ferry Boats, and the like, shall all be taken from the gross earnings as working expenses, it being understood that the same rule, as to working expenses, shall apply and be carried out, for the purposes of this agreement, upon the lines of both Companies.

6. That the party of the first part do appoint CHARLES JOHN BRYDGES and WILLIAM MOLSON, and the Montreal and Champlain Railroad Company do appoint EDWARD MARTIN HOPKINS, and that these three shall be the Joint Committee from the Boards of the said two Companies, and that their powers shall be confined to the examination and certifying to the correctness of the receipts and expenditure and the division of the net profits—according to the provisions of the above agreement.

and repairing & maintenance

12 - disputed question to be settled by a jury

7. And the said parties further covenant and agree each with the other in manner following, that is to say: that application shall be made to Parliament, as soon as it possibly can be done, for an Act giving to the said Companies power to make the above agreement perpetual, and for giving power to arrange for an amalgamation of the Direction in such way as may be agreed upon, also for power to amalgamate the two Companies, or for power to the Montreal and Champlain Railroad Company to sell, and the Grand Trunk Railway Company to buy the entire property and franchise of the said Montreal and Champlain Railroad Company at any time within five years from the time the above agreement shall come into operation by assuming all its Bonds of every class as also the new Preference Stock and all Interest and Dividends on such Bonds and Preference Stock, and undertaking the payment thereof as they mature according to the terms on which they were respectively issued (of all which a schedule has been prepared and is hereunto annexed and marked A), charges for interest and principal on Bonds and Preference Shares, and paying a sum not ex-

to arrange & all kinds.

2/10/11

8 - what is to be, if Park does not agree after 1/6/11

11.

ceeding Five Hundred Thousand Dollars for the ordinary Shares, such purchase to cover Rolling Stock, Steamers, Plant, Tools and material and appliances, Stores, &c., at the time such purchase is made owned by the said Montreal and Champlain Railroad Company.

Appreciation in G.T.R. or alteration

8 - what share is to be, if Parliament does not grant power after 1/64

8. It is also expressly agreed and declared, that until such legislation is had neither Company shall be liable for any of the debts or liabilities of the other, contracted before this agreement comes into operation.

9. And it is also agreed, by and between the above parties, that before possession is taken under this agreement an inventory shall be taken of all the moveable property of the party of the second part, including engines, carriages of all kinds, machinery, steamers, and also all the stores, plant and material of all kinds, handed over under this agreement, such inventory to be taken by persons to be appointed by the said parties hereto, and shall be made in duplicate, and shall be signed and certified as correct by the parties so appointed to take and who shall have taken the same, and when so signed one copy thereof shall be attached to each of the duplicates of this agreement,

11.

and lastly, that where required and necessary for the purpose of giving full effect to the intentions of this agreement, to use the name of the Montreal and Champlain Railroad Company, the Grand Trunk Railway Company of Canada may do so at their own risk, costs and charges, and saving the Montreal and Champlain Railroad Company harmless, and that in all things in which the co-operation of the Board of the Montreal and Champlain Railroad Company is necessary for the effectual working and carrying out of this agreement, the same shall be accorded by the Montreal and Champlain Railroad Company.

of not found within s. 100 of the Act

The present agreement shall be subject to ratification of the Shareholders of the said Companies respectively, at special meetings to be called forthwith.

12 - disputed question to be decided by a majority

In Witness whereof the said Companies respectively have hereunto affixed their corporate seals.

by 17 - 18

C. J. BRYDGES, Seal G.T.R.
Managing Director.

JOS. ELLIOTT,
Secretary Treasurer.

J. FERRIER, Seal M.&C.R.
President.

W. A. MERRY,
Secretary.

10 or 11

