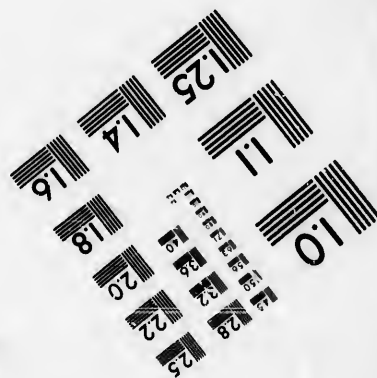
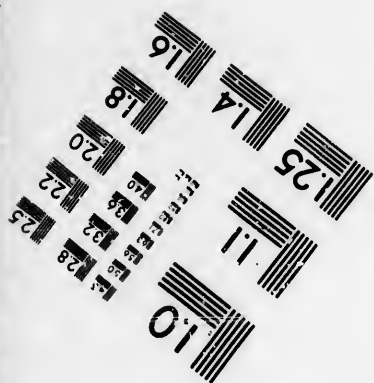
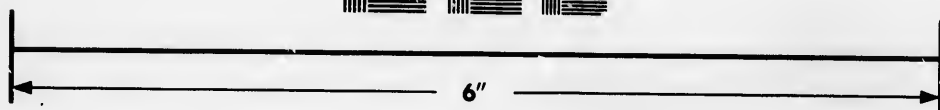
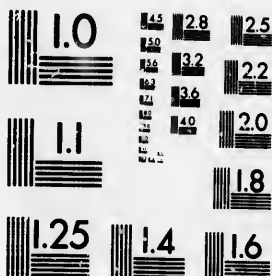


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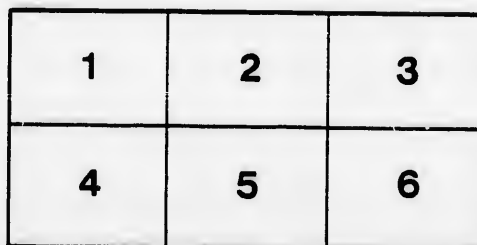
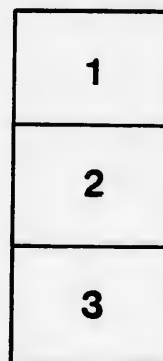
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DEED AND AGREEMENT

—BETWEEN—

London & Pt. Stanley Ry. Co. & G. T. Ry. Co.

THIS INDENTURE, made the eighteenth day of December, in the year of our Lord one thousand eight hundred and ninety-five, in pursuance of the Act respecting Short forms of Conveyances and of the Railway Act ;

BETWEEN The London and Port Stanley Railway Company, of the first part ; and The Grand Trunk Railway Company of Canada, of the second part.

WHEREAS the said parties of the second part are the owners of certain lands upon and near the line of the railway of the said parties of the first part in the Village of Port Stanley, in the County of Elgin, and along the line of the said railway of the parties of the first part between the said Village of Port Stanley and the City of London, in the County of Middlesex, which are not now necessary for the purposes of the railway of the said parties of the second part :

AND WHEREAS, by a certain Indenture, bearing date the twenty-fifth day of April, A. D. one thousand eight hundred and seventy, made between The Great Western Railway Company of Canada, of the first part ; and the said parties of the first part, of the second part ; the said parties of the first part leased and demised unto the said The Great Western Railway Company of Canada, for the term of ninety nine years from the said twenty-fifth day of April, A. D. one thousand eight hundred and seventy, that portion of the said property of the said parties of the first part in the said City of London, as shown upon the plan to the said Indenture attached, for the

purpose of erecting workshops thereon, extending from the east side of Waterloo street easterly five hundred feet and having a width of one hundred and ten feet, at the yearly rent of one dollar; and it was amongst other things by the said Indenture provided that should the said The Great Western Railway Company of Canada cease at any time to use the said block of land for the purpose for which it was so granted, namely, to build and maintain workshops thereon, the said Indenture should become null and void and the said block of land should revert to the said parties of the first part;

AND WHEREAS the said block of land is not now necessary for the purposes of the railway of the said parties of the first part;

AND WHEREAS the said parties of the second part have acquired the lands and rights of the said The Great Western Railway Company of Canada, and, as the said parties of the second part are the successors of the said The Great Western Railway Company of Canada, the said Indenture is now subsisting between and binding upon the parties hereto;

AND WHEREAS the said parties of the second part have agreed with the said parties of the first part that in consideration of the conveyance by the said parties of the first part of the said block of land to the said parties of the second part freed from the condition that the same shall be used for the maintenance of the workshops of the said parties of the second part thereon, as provided by the said Indenture bearing date the said twenty fifth day of April, A D. one thousand eight hundred and seventy, the said Indenture shall, notwithstanding the conveyance in fee of the said block of land, in all other respects be and continue in full force and effect during the remainder of the said term of ninety-nine years, and the said parties of the first part, their successors, lessees and assigns, shall be entitled to the full benefit of all the provisions and covenants therein contained save only as hereinbefore excepted;

AND WHEREAS, in consideration of the granting to the said parties of the second part of the said block of land as aforesaid, and of the payment of the difference between the amount of moneys which the one hundred thousand dollars debentures, to be delivered by the corporation of the City

of London to the said parties of the second part as a bonus for the erection and maintenance of their car shops at the said city of London, in pursuance of a certain agreement made between the corporation of the City of London and the said parties of the second part, bearing date the fourteenth day of December, A. D. one thousand eight hundred and ninety-five, shall, when sold, realize and the sum of one hundred and ten thousand dollars, the said parties of the second part have agreed to grant and convey to the said parties of the first part in fee simple the lands and premises referred to in the first recital hereto.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of one dollar of lawful money of Canada, now paid by the said parties of the second part to the said parties of the first part (the receipt whereof is hereby acknowledged), they, the said parties of the first part, do grant unto the said parties of the second part in fee simple all and singular those certain parcels or tracts of land and premises situate, lying and being, in the City of London, in the Province of Ontario, being composed of,

First—Parts of lots numbers six, seven, eight and nine, on the north side of east Bathurst street, in the said City of London, and may be better known and described as follows, that is to say : commencing at the south-west angle of said lot number six ; thence easterly along the southerly limits of said lots numbers six, seven, eight and nine, five hundred feet ; thence northerly parallel to Waterloo street one hundred and seven feet ; thence westerly parallel to the said southerly limits of the said lots five hundred feet, to the east side of Waterloo street ; and thence southerly along the east side of Waterloo street one hundred and seven feet, to the place of beginning ;

Secondly—That part of the northerly portion of Bathurst street, between Waterloo and Colborne streets, in the said City of London, which was vested in the London & Port Stanley Railway Co., by an Act of the Parliament of Canada, passed in the twenty-second year of Her Majesty's reign, chaptered 80, and intituled "An Act to vest certain portions of Bathurst street, in the City of London, in the London & Port Stanley Railway Company, and to facilitate the said Company in the disposal of

certain of their real estate," which may be described as follows, that is to say: commencing at the south-west angle of the said lot number six on the north side of east Bathurst street; thence easterly along the southerly limits of the said lots, numbers six, seven, eight and nine, on the north side of east Bathurst street, five hundred feet; thence southerly parallel to Waterloo street three feet; thence westerly parallel to the southerly limits of the said lots, numbers six, seven, eight and nine, five hundred feet; and thence northerly along the easterly side of Waterloo street three feet, to the place of beginning.

TO HAVE AND TO HOLD unto the said parties of the second part, their successors and assigns, to and for their sole and only use for ever, subject, nevertheless, to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

AND THIS INDENTURE FURTHER WITNESSETH that in consideration of the premises and of the sum of one dollar of lawful money of Canada, now paid by the said parties of the first part to the said parties of the second part (the receipt whereof is hereby acknowledged), they, the said parties of the second second part, do grant unto the said parties of the first part in fee simple all and singular those certain parcels or tracts of land and premises situate, lying and being, in the Village of Port Stanley, in the County of Elgin, and Province of Ontario, being composed of parts of lot number one in the first concession of the Township of Yarmouth, in the County of Elgin, now forming part of the said Village, containing by admeasurement nine acres and twenty-two hundredths of an acre, more or less, as shown on diagram hereto attached, marked "B" and colored red, and which may be described as follows, that is to say:

Firstly—Those pieces or portions of land which lie between and are bounded on the east by low water mark of Kettle Creek, on the north by the south side of Bridge street produced to Kettle Creek at low water mark, on the west by the easterly limit of the lands of the London & Port Stanley Railway Company, and on the south by the north side of George street produced to low water mark of Kettle Creek; and may be otherwise described as the east parts of lots numbers one, two, three, four, five and six, on the westerly side of Water street, according to plan registered as number forty-

nine ; also all of said Water street lying north of George street, and the unnumbered block of land on the east side of Water street and north of George street, as shown on said plan ;

Secondly - Those blocks of land bounded on the north by the south side of George street produced to low water mark of Kettle Creek, on the west by the west limit of the original road allowance (now closed) between the Townships of Southwold and Yarmouth, on the south by low water mark of Lake Erie, and on the east by low water mark of Kettle Creek, excepting thereout those portions thereof as follows : First—That part contained in a certain deed, dated the first day of October, A. D. one thousand eight hundred and seventy two, and registered as number 7275, for Yarmouth, on the the nineteenth day of March, A. D. one thousand eight hundred and seventy-three, from Edward Horton (as executor of one Weir) to R. R. Golding, and purporting to be conveyed thereby. Second —That part of Smith street lying within the boundaries described as aforesaid. Third—Those portions of the several blocks now owned by, and heretofore conveyed by various parties to The London & Port Stanley Railway Company. Fourth—Those portions thereof now owned by, and heretofore conveyed to, Her Majesty the Queen, by James Cotton, being the strip now used as a dock and pier, and known as part of the west pier of the Port Stanley harbor ; and also that portion lying between the said pier and low water mark of Kettle Creek. As to the fifty feet strip lying along the east limit of lots one to seventeen inclusive (Beach street) within the above described boundaries, the parties of the second part hereto convey, and the parties of the first part hereto accept, such title or interest as the party of the second part hereto now has, and this conveyance is intended as to that part or strip to so operate only. The said lands described in this parcel include the following lots and parts of lots, as shown on said registered plan number 49 : lots numbers one, two, and the west part of lot number three, and the south parts of lots numbers four and five, south of George street ; lots numbers one and two, the west part of lot number three, the easterly part of lot number four and the whole of lot number five, on the north side of Smith street ; lots numbers one to seventeen (inclusive) and lots numbers twenty, twenty-one and twenty-two, on Beach street ; all that portion of land lying between the low water mark

of Lake Erie and the southerly limit of lot number seventeen, and bounded on the west by the westerly limit of the townline between the Townships of Southwold and Yarmouth, and on the east by the easterly limit of Beach street, and also that parcel of land marked as Beach street ;

Thirdly—All and singular that certain parcel or tract of land and premises situate, lying and being, in the said Village of Port Stanley, being a lot of land situate on the east bank of and fronting on Kettle Creek, below Bridge street, known as the "Ship Yard" and lettered "Y" on a plan of the said village, made by John D. Blaikie, P. L. S., dated the eighteenth day of December, A. D. one thousand eight hundred and seventy seven, and registered as number 117, containing by admeasurement forty-five hundredths of an acre, more or less, as shown on diagram attached hereto.

TO HAVE AND TO HOLD unto the said parties of the first part, their successors and assigns, to and for their sole and only use for ever, subject, nevertheless, to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

AND THIS INDENTURE FURTHER WITNESSETH that the said parties agree each with the other that the said Indenture, bearing date the twenty-fifth day of April, A. D. one thousand eight hundred and seventy, shall, notwithstanding the conveyance in fee hereby made to the said parties of the second part of the said block of land in the said City of London, in all other respects be and continue in full force and effect, and be binding upon the parties hereto, according to the terms of the said Indenture, except in so far as the condition is therein contained as to the maintenance of the workshops of the said parties of the second part on the said block of land during the said term of ninety-nine years mentioned in the said Indenture ; and the said parties of the first part, their successors, lessees and assigns, shall be entitled to the full benefit of all the provisions and covenants in the said Indenture contained, save only as hereinbefore excepted ; provided always, and it is hereby agreed, that nothing in this deed contained, or in said lease, shall be taken or held to authorize the parties of the first part, their lessees or assigns, to block with their freight

cars or unreasonably embarrass the business of the Grand Trunk Railway at London.

AND THIS INDENTURE FURTHER WITNESSETH that the said parties of the first part covenant and agree with the said parties of the second part that the said parties of the first part will pay to the said parties of the second part the difference between the amount of moneys which the said one hundred thousand dollars debentures, to be delivered by the corporation of the City of London to the said parties of the second part as a bonus for the erection of their car shops at the said city of London, in pursuance of the said agreement made between the corporation of the City of London and the said parties of the second part, bearing date the fourteenth day of December, A. D. one thousand eight hundred and ninety-five, shall, when sold, realize, and the sum of one hundred and ten thousand dollars within one month after the said debentures shall have been sold and converted into money.

IN WITNESS WHEREOF the said parties hereto have hereunto affixed their respective corporate seals on the day and year first above written.

Signed, sealed and delivered
in the presence of

For the London & Port Stanley
Railway Company :

As to signature of

J. W. LITTLE.

J. W. LITTLE,

President.

C. A. KINGSTON:

The Grand Trunk Railway Com-
of Canada :

T. WATERSON,

L. J. SEARGEANT,

General Manager.

