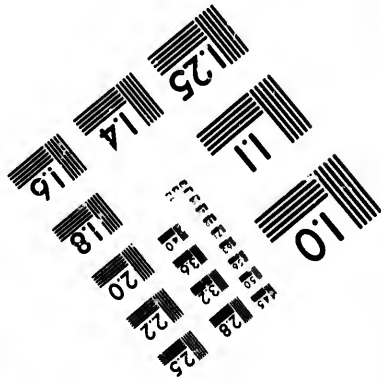
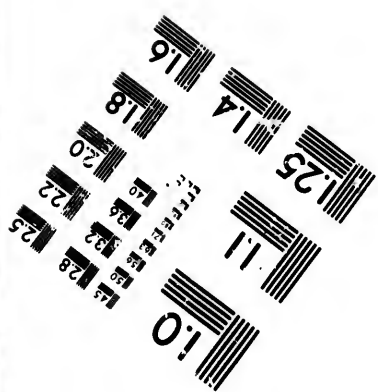
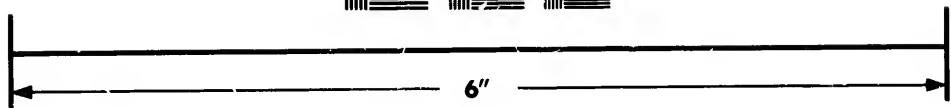
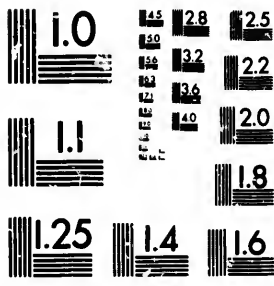


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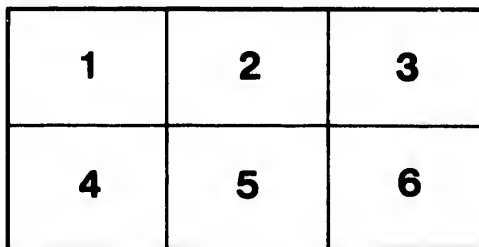
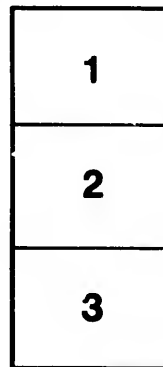
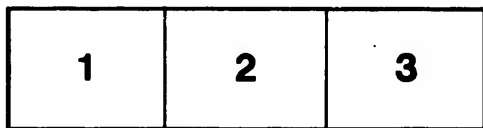
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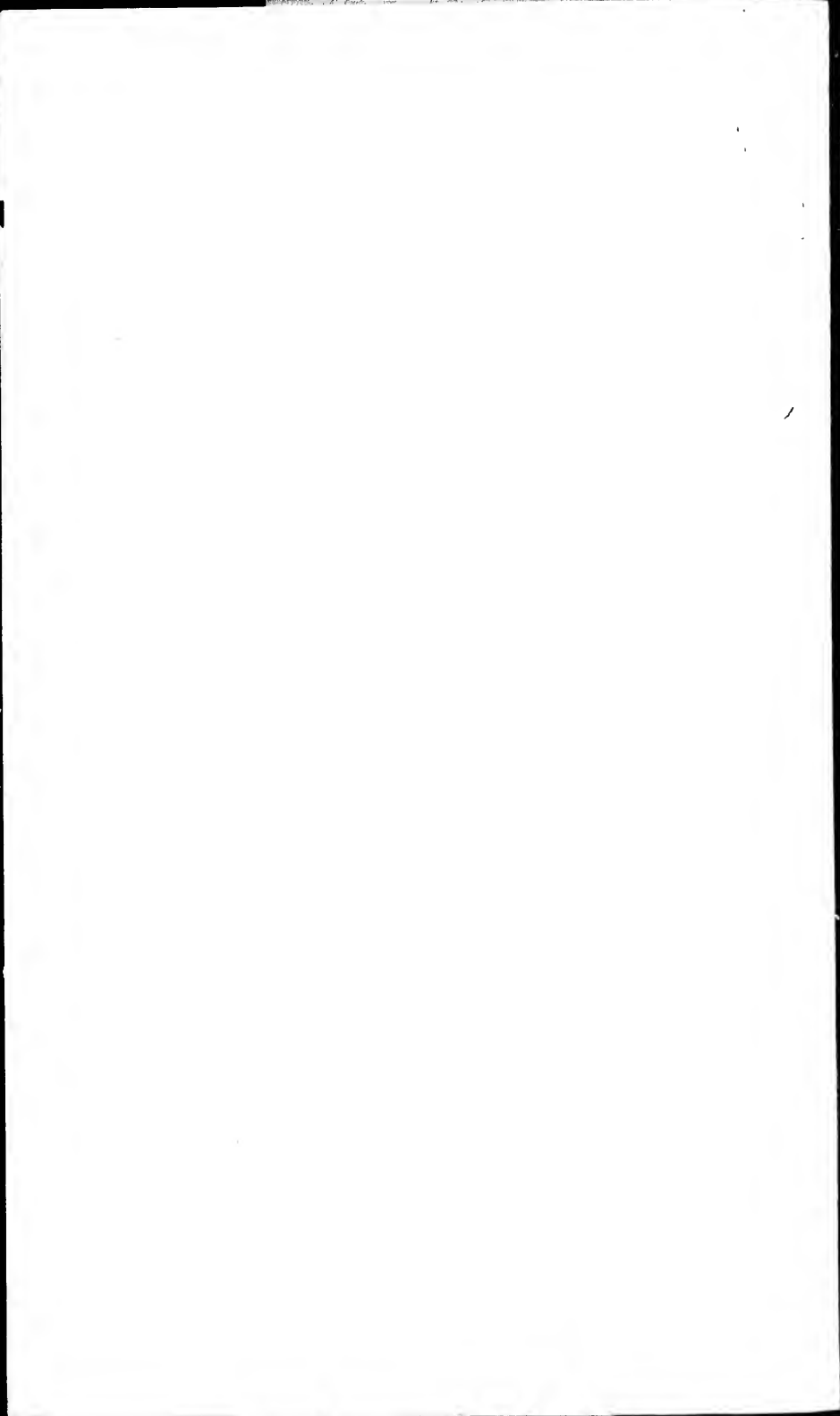
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THE
CHARTER AND ACTS

OF THE
LEGISLATURE OF NEW BRUNSWICK,

RELATING TO THE
EUROPEAN AND NORTH AMERICAN RAILWAY COMPANY FOR EXTENSION FROM
SAINT JOHN WESTWARD.

TOGETHER WITH THE PRINCIPAL
CONTRACTS AND AGREEMENTS

ENTERED INTO BY THE COMPANY.

&c. &c. &c.

BY ORDER OF THE BOARD OF DIRECTORS.

SAINT JOHN, N. B.
PRINTED BY J. & A. M'MILLAN, PRINCE WM. STREET.
1869.

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European and North American Railway Company
for extension from Saint John westward.

President.

WILLIAM PARKS, Esquire, . . . SAINT JOHN.

Secretary and Treasurer.

T. BARCLAY ROBINSON, Esquire, . . . SAINT JOHN.

Solicitor.

C. N. SKINNER, Esquire, . . . SAINT JOHN.

Directors.

WILLIAM PARKS, Esquire, . . . SAINT JOHN.

MAJOR WILLIAM B. ROBINSON, . . . “

LEWIS CARVELL, Esquire, . . . “

ALEXANDER JARDINE, Esquire, . . . “

HON. THOMAS R. JONES, . . . “

Engineer in Chief.

E. R. BURPEE, Esquire, . . . SAINT JOHN.

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AN ACT TO INCORPORATE THE EUROPEAN AND
NORTH AMERICAN RAILWAY COMPANY, FOR
EXTENSION FROM ST. JOHN WESTWARD.

PASSED APRIL 13, 1864.

*Be it enacted by the Lieutenant Governor, Legislative Council,
and Assembly, as follows :*

1. That Lauchlin Donaldson, William Thomson, J. V. Troop, Robert Jardine, C. H. Fairweather, John Boyd, William H. Scovil, E. D. Jewett, F. T. C. Burpee, A. Jardine, William Wright, John Robertson, N. S. Demill, William Parks, Thomas Parks, William O. Smith, Thomas R. Jones, George E. Snider, Francis Ruddock, George Carvill, George S. DeForest, Richard Thompson, T. W. Daniel, Duncan Robertson, John D. Purdy, R. W. Crookshank, George Thomas, Zebedee Ring, Jeremiah Harrison, Stephen S. Hall, Wallace W. Turnbull, their associates, successors, and assigns, are hereby made and constituted a body politic and corporate, by the name of "The European and North American Railway Company for extension from St. John westward," and by that name shall have all the general powers and privileges made incident to a corporation by act of assembly in this Province, and may sue and be sued, plead and be impleaded, and shall have and enjoy all proper remedies by law and equity to secure and protect them in the exercise and use of the rights and privileges and in the performance of the duties hereafter enjoined, and to prevent all invasion thereof in exercising and performing the same; and the corporation, so soon as the sum of fifty thousand dollars of the capital stock shall be actually paid in to the treasurer of the company, are hereby authorized and empowered to locate and construct, and finally complete, alter, and keep in repair a railroad, with one or more sets of rails or tracks, with all suitable bridges, tunnels, viaducts, turn-

outs, culverts, drains, and all other necessary appendages, from the city of St. John, in the county of St. John, in this Province, westward to the boundary of the United States, by such route as by survey or otherwise may hereafter be found most expedient, whenever the said corporation may deem it expedient so to do, and to make such branches thereof as they shall deem proper. And the said company shall be and are hereby invested with all the powers, privileges, and immunities which are or may be necessary to carry into effect the purposes and objects of this act; and for this purpose said corporation shall have the right to purchase or take and hold so much of the land and other real estate of private persons or corporations as may be necessary for the location, construction, and convenient operation of said railroad and branches thereof and stations connected therewith; and they shall also have the right to take, remove, and use, for the construction and repair of said railroad and appurtenances, any earth, gravel, stone, timber, or other material on or from the land so taken: *Provided, however,* That said land, so taken for the route of said railway, shall not exceed six rods in width, except when greater width is necessary for excavation and embankment: *And provided, also,* That in all cases said corporation shall pay for said lands, estate, and materials so taken and used, such price as they and the owner or respective owners thereof may mutually agree upon; and in case said parties shall not otherwise agree, the said corporation shall pay such damages as shall be ascertained and determined, in the same manner and under the same conditions and limitations as are provided by the second section of an act made and passed in the thirteenth year of the reign of her present Majesty, entitled "An act relating to the St. Andrews and Quebec railroad," as also for the recovery of the same; and the lands so taken by said corporation shall be held as lands taken and appropriated for highways, and all applications for damages shall be made within three years from the time of taking such land or other property, and not after.

2. The capital stock of the said corporation shall consist of two millions of dollars, to be divided into forty thousand shares of fifty dollars each, with power to increase to two million five hundred thousand dollars, with additional shares of fifty dollars each; and the immediate government and direction of the affairs of the said corporation shall be vested in five directors, who shall be chosen by the members of the said corporation in the manner hereinafter provided, and shall hold their offices until others are chosen in their stead, a majority of whom shall form a quorum for the transaction of business; and they shall elect one of their number to be president of the board, who shall also be president of the corporation; and the said directors shall have authority to choose a secretary, who shall be sworn to the faithful discharge of his duty, and a treasurer, who shall be sworn, and also give bonds to the corporation, with sureties to the satisfaction of the directors, for the faithful discharge of his trust.

3. Any three of the persons named in the first section of this act are hereby authorized to call the first meeting of the said corporation, by giving notice in one or more newspapers published in the city of St. John of the time and place and purpose of such meeting, at least fourteen days before the time mentioned in such notice.

4. The said corporation shall have power to make, ordain, and establish all necessary by-laws and regulations, consistent with the laws in force in this Province, for their own government and the due and orderly conducting of affairs and the management of their property.

5. The president, directors, and company for the time being are hereby authorized and empowered, by themselves or their agents, to exercise all the powers herein granted to the corporation for the purpose of locating and completing said railroad and branches, and for the transportation of persons, goods, and property of all descriptions, and all such power and authority for the management of the corporation as may be necessary and proper to carry into effect the objects of this act; to purchase or hold within or without the

Province lands, materials, engines, cars, and other necessary things, in the name of the corporation, for the use of said road, and for the transportation of persons, goods, and property of all descriptions, and to make such connection with other railroad companies within or without the Province, either by leasing the road to other corporation or corporations on such terms and for such length of time as may be agreed upon, or by consolidating the stock of their road with that of other railroad companies or company upon such terms as may be agreed upon; to make, execute, and deliver good and sufficient mortgage deed or deeds of their road and all its branches to such private persons or corporations within or without this Province as they may think the interest of the stockholders in their company requires, and to make such equal assessments from time to time on all the shares in said corporation as they may deem necessary and expedient in the execution and progress of the work, and direct the same to be paid to the treasurer of the corporation, and the treasurer shall give notice of all such assessments; and in case any subscriber or stockholder shall neglect to pay any assessment on his share or shares for the space of thirty days after such notice is given as shall be prescribed by the by-laws of said corporation, the directors may order the treasurer to sell such share or shares at public auction, after giving such notice as may be prescribed as aforesaid, to the highest bidder, and the same shall be transferred to the purchaser, and such delinquent subscriber or stockholder shall be accountable to the corporation for the balance, if his share or shares shall sell for less than the assessment due thereon, with interest and cost of sale, and shall be entitled to the overplus, if his share or shares shall sell for more than the assessment due, with interest and cost of sale: *Provided*, That no shareholder in said company shall be in any manner whatever liable for any debt or demand due by said company beyond the amount of his or their shares in the capital stock of said company not paid up, and no assessment shall be laid upon any shares in said com-

pany for a greater amount than fifty dollars per share on the whole.

6. A toll is hereby granted and established, for the sole benefit of said corporation, upon all passengers and property of all descriptions which may be conveyed or transported by them upon such road, at such rate as may be agreed upon and established from time to time by the directors of said corporation.

7. The said railroad corporation shall erect and maintain substantial, legal, and sufficient fences on each side of the land taken by them for their railroad where the same passes through enclosed or improved land, or lands that may hereafter be improved; and for neglect or failure to erect and maintain such fences said corporation shall be liable to be indicted in any court having competent jurisdiction, and to be fined in such sum as shall be adjudged necessary to repair the same, and such fine shall be collected and paid as other fines are by law collected and paid, and shall be expended for the erection and repair of such fence, under the direction of an agent appointed by the court imposing such fine: *Provided, however,* Said fences may be dispensed with at the receiving and landing places of passengers and freight, and at such other places as fences are not elsewhere usually required.

8. The annual meeting of the said corporation shall be holden on the second Tuesday in January, or such other day as shall be determined by the by-laws, at such time and place as the directors for the time being shall appoint, at which meeting the directors shall be chosen by ballot, each proprietor, by himself or by proxy, being entitled to as many votes as he holds shares; and the directors are hereby authorized to call special meetings of the stockholders whenever they shall deem it expedient and proper, giving such notice as the corporation by their by-laws shall direct.

9. The said shares of said corporation shall be deemed personal estate, and transferable as such, and every such share shall entitle the holder thereof to a proportionate part

of the profits and dividends of the said company after the making, completing, and maintaining the said railway and other incidental expenses; but no shareholder shall be entitled to transfer any share after any call shall have been made in respect thereof, until he or she shall have paid all calls for the time being due on every share held by him or her.

10. The directors of the company may from time to time by deed, subject and charge in such manner as they think fit the said railroad and the future lands, goods, and other property and effects, both income and profits whatsoever, of said company or such parts thereof as the directors may think fit; and may also in like manner grant and assure the whole or any part of any guarantee of interest, grant of money or lands, or other benefit, profit or advantage already, or to be hereafter granted, conceded or allowed to railroad companies in this Province, by any act of Assembly; and every deed executed by the directors of the company shall be under the common seal of the company which the directors are hereby authorized to affix to every such deed and under the respective hands and seals of any three or more of the directors of the said company, and every deed so executed shall have as full effect, and be as binding and conclusive on the company and the directors of the company as if the terms and provisions of such deed were by this act of Assembly expressly enacted and made binding and conclusive accordingly.

11. The joint stock and property of the said company shall alone be responsible for the debts and engagements of the same.

12. The said company by their agents, servants, and workmen shall, and may enter upon any lands of private persons for the purpose of making a survey of the line or route of the contemplated railroad, and to cut down or remove where necessary to the working of such survey, any trees or other obstacles on such lands, compensation for such cutting and removing to be made to such owners of private property by

the same proceedings and in the same manner as is prescribed under the first section of this act.

13. The said company, to entitle themselves to the privileges, benefits, and advantages to them granted in this act, shall *bona fide* commence to build said railway within two years from the passage of this act; failing which, then this act and every matter and thing contained shall cease and be utterly null and void; and if the said railway having been commenced shall not be made and completed within the period of five years from the passage of this act so as to be used for the conveyance and carriage of passengers, goods, and chattels thereon, then this act and every matter and thing therein contained shall cease and be utterly null and void.

14. Nothing in this act contained shall authorize the said company or their contractors to enter upon any lands reserved for naval or military purposes without the consent of Her Majesty; nor shall it be construed to confer upon the said company any exclusive right or privilege in regard to the construction of any branch line to which provincial aid may hereafter be afforded, or shall authorize the said company in any way to bar or prevent a connection between such branches and the extension contemplated by this act.

A BILL TO AMEND AN ACT INTITULED "AN ACT TO INCORPORATE THE EUROPEAN AND NORTH AMERICAN RAILWAY COMPANY FOR EXTENSION FROM ST. JOHN WESTWARD."

Whereas it may be doubtful whether the subscribers for shares in the capital stock of the corporation of the European and North American Railway Company for Extension from Saint John westward are or can be made legally liable for the amount of the sum or sums by them respectively subscribed as shareholders in the said capital stock of said company by reason of the said capital stock of said company being made by the said act to incorporate said company to consist of two millions of dollars to be divided into fifty thousand shares of fifty dollars each, with power to increase to two million five hundred thousand dollars with additional shares of fifty dollars each, and all of which sum of two millions of dollars may not have been subscribed: And whereas by said act of incorporation it is provided as follows, that the corporation, so soon as the sum of fifty thousand dollars of the capital stock shall be actually paid in to the treasurer of the company, are hereby authorized and empowered to locate and construct, and finally complete, alter, and keep in repair a railroad with one or more sets of rails or tracks, with all suitable bridges, tunnels, viaducts, turnouts, culverts, drains and all other necessary appendages, from the city of Saint John, in the county of Saint John, in this Province, westward to the boundary of the United States, by such route as by survey or otherwise may hereafter be found most expedient, whenever the said corporation may deem it expedient so to do, and to make such branches thereof as they shall deem proper, and the said company may have proceeded to locate, construct, and finally complete the said railroad without the sum of fifty thousand dollars of the said capital stock of the said company having been paid in to the treasurer of the said company, in the manner prescribed by

said act of incorporation, although the said sum of fifty thousand dollars was then in the treasury of the said company: And whereas also it may be doubtful whether any assessment made on such subscribers to the capital stock of said company, and the notices of the same, required by the said recited act to be given, are regular unless the said amount of two millions of dollars of said capital stock had first been fully subscribed and fifty thousand dollars thereof paid into the treasurer of said company in the manner prescribed by said act: And it may also be doubtful if such notices of assessments or calls of stock made on the subscribers to said capital stock, and required by said recited act to be given to the subscribers of the said capital stock, have been given in accordance with the terms of said recited act: And whereas the said railroad is now nearly completed—

Be it therefore enacted by the Lieutenant Governor, Legislative Council and Assembly, as follows:

1. That the subscribers to said capital stock shall be held liable in the same manner and to the same extent as if the whole of the capital stock, as in the said recited act is mentioned, had been fully subscribed, and as if the said fifty thousand dollars of said capital stock had not only been paid in to the treasurer of said company but had been so paid in to said treasurer in the manner prescribed by said recited act, and as if all assessments on the shares of said capital stock made and notices thereof given, were made and given according to the terms of said recited act; and the notices of assessments on the shares of said capital stock which have been given shall be held as having been regularly and lawfully given, and in full accordance with the requirements of said act of incorporation; and the respective subscribers to the said shares in the capital stock aforesaid shall be liable to assessments and calls for payment of said capital stock made or to be made in the same manner and to the same extent as if the whole amount of two millions of dollars of

said capital stock had been subscribed for and taken up, and the fifty thousand dollars of said capital stock had been paid in to the treasurer of said company in the manner and at the time required by said recited act, and as if the notice and notices of the calls and assessments had been made and given as required by said recited act.

2. That all the steps taken and acts done, or ordered to be done by the said company, their officers, servants, employees, workmen and assigns in the exercise of the rights, privileges and powers given by the said recited act, or to be hereafter done or ordered to be done by the said company, their officers, servants, employees, workmen, successors and assigns in the exercise of the rights, privileges and powers given by the said recited act shall in all particulars, and in every manner and form, and to all intents and purposes, be as legal and correct as if the said two millions of dollars of said capital stock had actually been subscribed for and taken up, and the fifty thousand dollars of the said capital stock had been paid into the treasurer of said company at the time and in the manner set forth in said recited act.

3. That to entitle the said company to recover against any subscriber or stockholder, a notice shall be given by the president of such company, such notice to be published in one or more of the public newspapers published in the city of Saint John, for the period of two calendar months, which notice shall specify the amount of assessment, that is, whether the whole or what part of the subscribed capital stock, and shall require the same to be paid to the treasurer, and from and after the expiration of the said two months publication the said company shall be entitled to sue for, recover and receive from any subscriber the amount due for unpaid subscribed stock, which may have been subscribed for by such subscribers, in the same manner as if the calls for assessment had been regularly made and published or served in accordance with the strict requirements of the act incorporating the said company.

AN ACT
IN AID OF THE CONSTRUCTION OF RAILWAYS.

PASSED APRIL 11, 1864.

Whereas it is deemed advisable to aid in the construction of Railways in this Province :

Be it enacted by the Lieutenant Governor, Legislative Council and Assembly, as follows :

1. That Provincial aid, in the manner hereinafter provided, will be given towards the construction and completion of the following lines of railway, that is to say :

A main line from the City of St. John to the State of Maine, running as near as may be, by the Douglas valley ; and a line from some point on the European and North American Railway, towards the boundary of Nova Scotia ; also, an extension of the European and North American Railway to Miramichi ; also, a branch to connect the main line with the city of Fredericton ; another branch from the town of Woodstock, to connect with the St. Andrews' line ; another branch from the town of St. Stephen, to connect with the St. Andrews' line ; and another branch to connect the European and North American Railway with Hillsborough, in the county of Albert, at such point therein as may be deemed most desirable.

2. The several lines of railways, and branches, and extensions to be constructed under the provisions of this act, shall be made on such grades, and with such gauges and curvatures, and of such class and character respectively, as the Governor in council shall determine ; and the routes and location of the said lines and the said several branches and extensions, shall also in all cases be subject to the approval of the Governor in council.

3. The aid to be granted to the said lines of railway, and the said branches and extensions, in the first section of this act specified, shall be at the rate of \$10,000 per mile, to be paid as hereinafter provided.

4. If any company or body corporate now, or hereafter to be organized, possessing sufficient capital, shall offer to construct the first before mentioned lines of railway, and the said branches and extensions, or any of them, and shall give such assurance or guarantee of their ability as the Governor in council may deem necessary, the Governor in council is hereby empowered and authorized to consent and agree to the building of the said lines, and the said branches and extensions, or any of them, by such company or body corporate; such agreement to be in the name of the Queen, and subject to such securities, clauses, and conditions for protecting the public interest and for securing the due completion of such line or lines of railways as the Governor in council may deem necessary; and so soon as it shall be satisfactorily proved to the Governor in council that any such company or body corporate shall have *bona fide* expended the sum of \$100,000 in actual work on the road undertaken to be built by them, it shall be lawful for the Governor in council to pay to such company or body corporate the sum of \$25,000, being a portion of the said aid, and so in like manner from time to time *pro rata* until the whole of the said road undertaken by the said company or body corporate shall be fully completed and in efficient operation, with all necessary station-houses, and with substantial and sufficient locomotives and other rolling stock for the accommodation of passengers and transportation of merchandise, when the balance of the said aid of \$10,000 per mile, and no more, shall be paid to such company or body corporate.

5. No agreement shall be entered into for the completion of a line to connect with the province of Nova Scotia until satisfactory arrangements are made with the government of that province for the completion of the connection with the Nova Scotia railways.

6. In case the act of assembly made and passed in the twenty-sixth year of Her Majesty's reign, entitled "An act to authorize a loan and for the construction and management of an inter-colonial railway," should become inopera-

tive, then, if any company or body corporate now or hereafter to be organized, possessing sufficient capital, shall offer to construct a line of inter-colonial railway to connect this province with Canada, and shall give such guarantee or assurance of their ability as the Governor in council may deem necessary, the Governor in council is hereby authorized and empowered to enter into an agreement with such company or body corporate for the construction of such line upon the following terms, viz: That upon the completion of such line of railway, in efficient operation for the accommodation of passengers and transportation of merchandise, the Governor in council shall each and every year thereafter in which the said line of railway shall be efficiently worked, pay to the said company or body corporate a sum, which, together with the net earnings of the said railway, shall be equal to the interest of six per cent. upon the actual cost of said line so agreed to be built, such sum not to exceed in any one year the sum of twenty thousand pounds currency.

7. The Governor in council is hereby authorized to issue from time to time, for the purposes of this act, debentures, payable either in New Brunswick currency or sterling money, to be numbered consecutively, with coupons annexed, bearing interest at six per cent. per annum, payable semi-annually, in such form, verified and authenticated in such manner, in such amounts not less than one hundred pounds each, and on such conditions, as the Governor in council may prescribe. The principal of such debentures to be paid in full after the expiration of thirty years, to the holders thereof: the debentures in sterling money to be payable in London, and the debentures in New Brunswick currency to be payable at the treasury in New Brunswick.

8. The Governor in council is hereby authorized from time to time to appoint, during pleasure, a fit and proper person as engineer on behalf of this province, whose duty it shall be to watch over the interests of this province in the construction of the several lines of railway hereinbefore specified, and the said branches and extensions.

9. When any of the lines of railway in this act mentioned, or the said branches or extensions, shall pass through crown lands, the Governor in council shall grant, for the purposes of such roads, necessary crown lands for tracks, sidings and stations.

10. That for the purpose of securing the due and efficient completion of all or any of the said lines of railway, or branches and extensions, in the first section of this act mentioned, any moneys advanced or paid to any company or body corporate under the provisions of this act shall attach and stand, and are hereby declared to be a primary mortgage or first charge in favor of the Queen, for the benefit of this province, upon such line or lines of railway, and the branches and extensions undertaken to be built by such company or body corporate, and upon the stations, station-houses, rolling stock, and property of every description, and shall attach immediately upon the advance or payment of any portion of the said aid, upon all property owned by such company or body corporate; and in order to fix and ascertain the amounts from time to time advanced or paid to such company or body corporate, the president and treasurer of the same shall deliver to the provincial treasurer a certificate under their hands, stating the amount so received; which certificate shall be sufficient evidence of such primary mortgage or first charge under this act; provided, always, that on the completion of the road according to the terms of the agreement, such mortgage or first charge shall cease and determine.

11. Every such company or body corporate as aforesaid shall be bound to provide such conveyance for the officers and soldiers of her Majesty's forces, ordnance corps, marines, militia, or police forces, at such time or times (whether the same shall be the usual hours of starting trains or not) as shall be required or appointed by any officer duly authorized by the Governor for that purpose, and with the whole resources of such company or body corporate, at fares not exceeding two cents per mile for each officer, soldier, ma-

rine or private of such forces, respectively, and also for each wife, widow, or child above twelve years of age, of a soldier, entitled by act of Parliament or other competent authority to be sent to their destination at public expense; children under three years of age so entitled to be taken free of charge; and children of three years of age and upwards but under twelve years, so entitled, being taken at half price of an adult, provided that every officer conveyed shall be entitled to take with him one hundred weight of personal luggage without extra charge; and every soldier, marine, private, wife or widow, shall be entitled to take with him or her, half a hundred weight of personal luggage without extra charge, all the excess of the above weight of personal luggage being paid for at the rate of not more than eighty cents per one hundred weight per hundred miles, and all public baggage, stores, arms, ammunitions and other necessary things, except gunpowder and other combustible matters, shall be conveyed at charges not exceeding four cents per ton, per mile, the assistance of the military or others being given in loading and unloading such goods.

AN ACT TO FACILITATE THE CONSTRUCTION OF CERTAIN RAILWAYS.

PASSED JUNE 10, 1867.

BE it enacted by the Governor, Legislative Council, and Assembly, as follows:

1. Whenever the European and North American Railway Company for extension from Saint John westward, shall make it appear to the satisfaction of the Governor in council that the stock of the said company has been actually subscribed and taken by *bona fide* shareholders, to the extent of five hundred thousand dollars, including the stock already subscribed and taken, the Governor in council may author-

ize the Receiver General or other person appointed to collect, receive and pay the Revenue of the Province, to subscribe for stock in the said company, for and on behalf of this Province, to the amount of three hundred thousand dollars.

2. The amount of the stock so subscribed shall be paid up from time to time as calls are made, only that it is expressly declared that no greater amount shall at any time be called for or paid thereon than at the rate of thirty-three and one-third per centum of the total expenditure at the time of such call, on the road, the location of which has been approved by the Governor in council.

3. That no part of the said stock held by the Province shall be sold for less than par, until after the expiration of ten years, but at the expiration of ten years, the said stock and all the interest of the Province in the said company may be sold and disposed of, and the proceeds thereof appropriated to paying off any of the existing debentures issued under the authority of this act; and if the amount exceeds the amount of such outstanding debentures, then the surplus shall be paid to the Receiver General or other person appointed to collect the revenues of the Province, to the credit of the Province.

4. The Governor in council may from time to time appoint a Director of the said European and North American Railway Company for extension from Saint John westward, who shall not be a member of the Executive Council, and who shall have all the power and authority of any Directors appointed by the stockholders.

5. The railway built by the European and North American Railway Company for extension westward from Saint John, shall be and continue the property of the company, and under their control or the control of some person or persons or body corporate in this Province, but nothing in this act shall interfere with any lien created or to be created or charged upon the said railway for bonds or otherwise.

6. That the sum of five thousand dollars per mile, and not

exceeding in the whole seventeen thousand five hundred dollars, be granted for the construction of a branch line of railway to the boundary line of the state of Maine, from the railway leading from Saint Andrews to Woodstock, to such person or persons or body corporate as shall construct the said road, upon its being proved to the satisfaction of the Governor in council that a good and sufficient railway is constructed therein within four years from the passing of this act, and in good working order for travel and traffic.

7. The Governor in council is hereby authorized to issue from time to time, for the purposes of this act, debentures payable either in New Brunswick currency or sterling money, to be numbered consecutively, with coupons annexed, bearing interest at six per cent. per annum payable semi-annually, in such form, verified and authenticated in such manner, in such amounts not less than four hundred dollars each, and on such conditions as the Governor in council may prescribe; the principal of such debentures to be paid in full after the expiration of thirty years, to the holders thereof; the debentures in sterling money to be payable in London, and the debentures in New Brunswick currency to be payable by the Receiver General or other person appointed to collect and receive the revenues in New Brunswick.

8. That the sum of one and a half per cent. on the moneys issued and paid under the authority of this act shall be annually included in the estimate of the Provincial expenditures, and set aside and invested in Provincial securities, for the purpose of forming a sinking fund to provide for the extinguishment of the principal sums borrowed under the authority of this act, or from time to time appropriated in purchasing the debentures issued under the authority of this act whatsoever shall be in addition to the necessary appropriation for the payment of the interest, but the dividend derived from the profits on the road shall be appropriated toward the payment of the interest on the money borrowed under the authority of this act.

AN ACT FURTHER TO FACILITATE THE CONSTRUCTION OF RAILWAYS.

PASSED JUNE 17, 1867.

BE it enacted by the Governor, Legislative Council, and Assembly, as follows :

1. That the tenth section of an Act made and passed in the twenty-seventh year of the reign of Her present Majesty, intituled "An Act in aid of the construction of railways," be and the same is hereby repealed.

2. The European and North American Railway Company for extension from Saint John westward, may issue bonds or other securities for money, and may secure the payment of the same by mortgage on its capital stock, the road, the stations, station-houses, rolling stock, and its other property and franchises, and may sell or hypothecate such bonds or other securities at such rate or rates, and in such manner, and upon such terms, in or out of the Province as the directors may deem best for the interests of the company.

3. Notwithstanding the provisions of the fifth section of an act passed in the said twenty-seventh year of Her Majesty's reign, entitled "An Act to incorporate the European and North American Railway Company for extension from Saint John westward," the directors may restrict the assessments or calls to and upon one half of the capital stock, amounting to two hundred and fifty thousand dollars, *bona fide* taken and subscribed, and postpone the assessments and calls upon the other half to a later period, or call the same in at longer periods and in smaller sums than for the other half of the said capital stock only that the whole of the said capital stock must be paid up in full to the treasurer of the said company, for the use of the company, before the contract for constructing the said road is completed, and the whole amount of the subsidy from the Government of New Brunswick is paid and expended.

4. The fourth and fifth sections of an act passed in the present session of the General Assembly, entitled "An Act to facilitate the construction of certain Railways," be and the same is hereby repealed.

5. The stock subscribed and taken by and on account of the Province of New Brunswick in the European and North American Railway for extension from Saint John westward, shall be represented in the Board of Directors, and in the government of the said company, in the same manner and to the same extent in all respects as other stock held by individuals. The majority of the directors shall be resident in this Province, and no member of the Executive Council shall be elected a director.

6. The Governor and Council may from time to time, as occasion may require, authorize and empower a stockholder of the said company to vote in and represent the stock held by the Province, which shall be evidenced by the certificate of the Provincial Secretary, or by an extract from the minutes of the Executive Council, certified by the Provincial Secretary, to be produced to the meeting of the stockholders, and filed with the secretary of the company, and it shall confer authority to vote at such general or special meeting or any adjournment thereof.

7. The time for the completion of the said road, in the manner prescribed by the thirteenth section of an act to incorporate the European and North American Railway Company for extension from Saint John westward, shall be extended for the further term of two years after the expiration of the period prescribed by the said recited act.

Contract of the European and North American Railway Company for extension from St. John westward, with Her Majesty Queen Victoria, and the approval of the Government of New Brunswick.

Memorandum of agreement made and entered into this twenty-third day of September, in the year of our Lord one thousand eight hundred and sixty-five, between the European and North American Railway Company for extension from St. John westward, (hereinafter called the said company,) a company incorporated by the General Assembly of the province of New Brunswick, of the one part, and Her Majesty Queen Victoria of the other part.

Whereas, by an act of the General Assembly of the said province of New Brunswick, passed in the twenty-seventh year of Her Majesty's reign, entitled "An act in aid of the construction of railways," the Governor in council of the said province is authorized and empowered to consent and agree with any company or body corporate possessing sufficient capital for the construction of certain lines of railway in the said act mentioned, of which the line hereinafter described is a part; and whereas the said company have offered to construct the line of railway mentioned in said act as "a main line from the city of Saint John to the State of Maine, running as near as may be by the Douglas valley."

Now this agreement witnesseth, and it is hereby declared and agreed as follows:

1. The said recited act of assembly shall be the basis of, and shall be construed and considered to be incorporated in this agreement, so far as the same may be applicable thereto.
2. The said company, in consideration of the benefits and advantages secured to them by the said recited act, hereby agrees to construct the said line of railway from the city of St. John to the State of Maine, running as near as may be by the Douglas valley, and to a point of junction and con-

nection with the line of railway to be extended eastward from the city of Bangor to the province of New Brunswick, the said line of railway being the one described in said act as "a main line from the city of Saint John to the State of Maine, running as near as may be by the Douglas valley."

3. The said company hereby agrees to construct said line of railway within three years from the twenty-first day of June last, or as soon as may be practicable, in no case to exceed four years.

4. No gradients on said line shall exceed sixty feet to the mile, the gauge of the line to be the medium broad gauge of five and one-half feet in the clear between the rails, and uniform with the gauge of the European and North American railway, with fifty-six pounds rail to the lineal yard, and eighty-eight tons per mile, fished and secured in the joint splices or plates at the joints, with not less than two thousand two hundred and sixty-eight sleepers per mile of track, with iron girder bridges, on spans of greater length than fifty feet, said road to be a first class railroad in all its parts, and to be built in accordance with the provisions of said act of assembly.

5. Fences are to be erected in all needful places on the line; sidings are to be put up in all proper places for stations as may be needful; farm-crossings and road-crossings are to be provided in all places where the same may be needed or required and road changes to be made, as the necessities of the track may require. Stations, engine-houses, turn-tables, or other structures or buildings shall be built and erected as the wants of the road may make necessary.

6. The said company further agrees to run and equip the said railroad, and to keep and maintain the same in good working order, and also to keep and maintain thereon, in good working order and condition, a suitable number of engines, passenger cars, freight cars, snow ploughs, hand cars, express, mail and baggage cars, and all implements and machinery required in the working of the line, and to run

the necessary passenger and freight trains to accommodate the public business of the line.

7. It is also hereby agreed that the rules and regulations for the running of the road are to be subject to the approval of the Governor in council of the province of New Brunswick.

8. The said company hereby agrees to *bona fide* commence the construction of the said railroad before the tenth day of November next, and to proceed with the same with all reasonable speed, so as to have the same completed within the time aforesaid; and in case the said company fails to commence the work as aforesaid, or if after commencing the same they suspend said work, or fail to make reasonable progress with the same, then, and in such case, the Governor in council of the province of New Brunswick may, on giving two months' notice to the said company, take possession of the line and all the property thereon, terminate this contract, and forever after hold said railroad in the name of, for, and as the property of Her Majesty the Queen, free from any claim of the said company thereon.

9. The said company, their lessees, assigns, or representatives, shall carry and convey Her Majesty's mails on the said railway for reasonable compensation to be paid.

10. On the completion of the said railway, or any section thereof, the said company, their lessees, assigns, or representatives, shall make an equitable arrangement with the Governor in council of the said province of New Brunswick for the mutual working of the said railway in connection with the European and North American railway now running from the city of Saint John to Shediac.

11. It is understood that this agreement is made upon the understanding that the European and North American Railway Company of the State of Maine, will build a line of railway from the city of Bangor, in the State of Maine, to the boundary line between Maine and New Brunswick, so as to meet the said railway from the city of St. John to the boundary of New Brunswick at the time of the completion of the last-mentioned railway, in order to make a complete road from said city of St. John to said city of Bangor.

In testimony whereof, the said company has caused their seal to be placed hereto, and the same to be signed by the president and secretary of the said company.

[SEAL.]

WM. PARKS, *President.*

C. N. SKINNER, *Secretary.*

Signed, sealed and delivered in the presence of

R. C. SKINNER.

ST. JOHN, September 23, 1865.

SIR,—

As the European and North American Railway Company for extension from St. John westward have entered into a satisfactory agreement, in the name of the Queen, for the construction of a railway from the western bank of the river St. John to the boundary line of the State of Maine, the Governor in council approves of such agreement; and the said company on performing the said agreement will be entitled to receive all the benefits and advantages which are secured and provided by the act passed in 1864, entitled "An act in aid of the construction of railways," so far as the same relates to the agreement so made.

I have the honor to remain your obedient servant,

A. J. SMITH,

President of Executive Council, New Brunswick.

WILLIAM PARKS, Esq.,

President of E. and N. A. R. Co. for extension

from St. John westward.

CONTRACT

ENTERED INTO WITH THE EUROPEAN AND NORTH AMERICAN
RAILWAY COMPANY OF MAINE.

Memorandum of an Agreement made and entered into the twenty-first day of June, in the year of our Lord one thousand eight hundred and sixty-five, between the European and North American Railway Company, of the State of Maine, of the one part, and the European and North American Railway Company for extension from Saint John westward, of the Province of New Brunswick, of the other part :

Whereas the mutual object before said companies, parties hereto, is the building of a railway from the city of Bangor, in the State of Maine, to the city of St. John, in the Province of New Brunswick ; and whereas the act of incorporation of the New Brunswick company provides, among other things, that the New Brunswick company may make such connection with other railroad companies, within or without the Province, either by leasing their road to other corporation or corporations on such terms and for such length of time as may be agreed upon ; and whereas the said company of Maine has agreed with the said company of New Brunswick to build that portion of the line of the European and North American railway which will lie between the city of St. John and the eastern boundary of the State of Maine upon the terms and stipulations hereinafter set forth :

Now, therefore, this indenture witnesseth :

1. The New Brunswick company is to locate its line from said boundary of Maine to the city of St. John, where the said railway may best be extended, to a point of connection with the present European and North American railway, now extending from the city of St. John to Moncton, over the general route of its line as surveyed by E. R. Burpee, civil engineer, with such improvements or alterations as said Burpee, or some engineer mutually agreed on, shall deter-

mine and establish, but not to make the work more expensive than is shown in the plan of his survey, and to be approved by the New Brunswick government under the provision of the New Brunswick act entitled "An act in aid of the construction of railways," passed 11th of April, A. D. 1864. No gradient on said road shall be allowed exceeding sixty feet to the mile.

2. The European and North American railway company of Maine agrees to complete its location from Bangor to the eastern boundary line of Maine to a point of junction and connection with the New Brunswick line during the present year, and to secure the most favorable route for the building and working of the road, and to have no grade upon it exceeding sixty feet to the mile.

3. The work of construction of the Maine and New Brunswick lines, by the said company of Maine, is to commence at Bangor, and at or near the west bank of the river Saint John at the same time, and proceed as near as may be simultaneously, so as to meet at the said boundary within three years from the time of the execution of this contract, or as soon as may be practicable: in no case to exceed four years.

4. The gauge of the line is to be the medium broad gauge of five and one-half feet in the clear between the rails, and uniform with the Provincial gauge, with fifty-six pound rails to the lineal yard, and eighty-eight tons per mile, fished and secured in the joint splices or plates at the joints, with not less than two thousand two hundred and sixty-eight sleepers per mile of track, with iron girder bridges, on spans of greater length than fifty feet; said road to be a first class railroad in all its parts, and to be built according to the specification that may be agreed upon or prescribed by said Burpee, or some engineer mutually agreed on to have charge of the construction of said work, and in accordance with the provisions of said facility act.

5. Fences are to be erected in all needful places on the line; sidings are to be put in at all proper places for stations, as may be needful; farm-crossings and road-crossings

are to be provided in all places where the same may be needed or required by law, and road changes to be made as the necessities of the track may require; stations, engine houses, turn tables, or other structures or buildings shall be built and erected as the wants of the road shall require, not to exceed, however, the estimates for stations made by said Burpee.

6. The European and North American railway company of Maine also further agrees to run and equip the said railroad from the boundary of Maine to the point of junction and connection with the present railway from the city of St. John to Moncton, and to keep and maintain the same in good working order, and also to keep and maintain thereon in good working order and condition a suitable number of engines, passenger cars, freight cars, snow ploughs, hand cars, express, mail, and baggage cars, and all implements and machinery required in the working of the line, and to run the necessary passenger and freight trains to accommodate the public business of the line.

7. In order to pay for the construction of said road from the boundary of Maine to the city of Saint John, the New Brunswick company agree with the Maine company that the subsidy or gift of ten thousand dollars per mile shall be applied for that purpose, in accordance with the terms of said facility act of 1864; and it further agrees to raise the sum of two hundred thousand dollars in reliable cash subscriptions, or secure that amount for the purpose of paying for such construction, which sum of two hundred thousand dollars is to be paid over to the Maine company as the work progresses, and at the rate of six thousand two hundred and fifty dollars as each one hundred thousand dollars in actual work on the road is expended, until the same is fully paid up.

8. The balance of the money necessary to pay for the building of the road, it is agreed upon, by and between the parties hereto, shall be provided for in manner following, that is to say: The Maine company shall take stock in the

New Brunswick company to the extent and amount of such balance of the cost of the road, after the amount of subsidy aforesaid, and two hundred thousand dollars aforesaid, which stock shall be taken and paid *pro rata* as the work progresses in actual work and expenditure on the road, at the rate of sixty-eight thousand seven hundred and fifty dollars as each one hundred thousand dollars is expended in actual work on the road, until the road is completed, and the full amount paid. The Maine company may issue their bonds to an amount not exceeding two millions of dollars in all, payable in thirty years, with the rate of interest at six per centum per annum, payable semi-annually, convertible into stock at the option of the holder, which bonds, after the completion of the road, are to be a first lien upon the road, its franchises and property, and pay out the same for building said road as the work progresses, at the rate of sixty-eight thousand seven hundred and fifty dollars as each one hundred thousand dollars is expended in actual work on the line, until the entire amount is paid.

9. The said Maine company hereby agrees to build said road from the boundary aforesaid to the city of Saint John aforesaid, upon the terms, and in the manner, and within the time herein set forth.

10. The said New Brunswick company hereby agrees with the Maine company that upon the completion of the line from Bangor to the city of St. John as aforesaid, that then the said New Brunswick company will make a lease for nine hundred and ninety-nine years to the said Maine company of said road, from the city of Saint John to said boundary, which said lease shall contain all proper covenants on the part of both parties hereto for the working, repairing, and keeping in good working order the said road during the continuance of the lease, and all other provisions that may be needful and just in the premises.

11. The rent that the said Maine company shall pay for such road, under the terms of said lease, shall be the interest at six per centum per annum, payable semi-annually, on the

cost of said road, including the two hundred thousand dollars aforesaid, less the said subsidy of ten thousand dollars per mile, and to fulfil and discharge all the duties, liabilities and obligations imposed by law on the New Brunswick company, or entered into under this agreement.

12. It is mutually agreed by and between the parties hereto, that the contract of lease to be hereafter executed shall provide for the protection of all the legal and equitable rights of the New Brunswick company, whose organization is to be kept up and maintained in the same manner as if no lease had been made, and the reasonable and necessary expenses to be agreed upon, when said lease shall be made, of the New Brunswick company in maintaining the same, shall be paid over annually to the treasurer of the New Brunswick company, in quarterly payments, or retained by the New Brunswick company from any funds in its possession for such purpose; and any work performed by the New Brunswick company, its officers and employees, in constructing and forwarding the work herein referred to, shall be paid for by the Maine company, and form a part of the construction account. Also, the expense of organizing said company, and maintaining the same hitherto, shall be paid for by the Maine company, and also be charged to construction account.

13. Should the lessees, the said Maine company, fail to pay the interest which shall become due upon any portion of the bonds or stock provided for in this agreement to be by them paid, or to pay the principal as it shall become due, it shall be lawful for the lessors, the said New Brunswick company, to take actual possession of the road and of all the property, real and personal, of the company, and apply the income thereof to make up and supply such deficiency, and hold the same until such deficiency is fully paid and discharged; and all property put upon the line in the way of improvements or repairs, and all machinery and rolling-stock purchased and owned by the New Brunswick corporation shall be and remain their property, without any claim on the part of the lessees, the said Maine company.

14. The rules and regulations for the running of the road are to be subject to the approval of the Governor in council of the province of New Brunswick.

15. A majority of the directors of the New Brunswick corporation are to be residents of the province of New Brunswick.

16. In case the Maine company fails to commence the work in accordance with the terms of this contract; or if, after commencing the same, they suspend said work, or fail to make reasonable progress with the same, then and in such case the New Brunswick company may, on giving two months notice to the Maine company, take possession of the line and all the property thereon, terminate said contract, and forever after hold said road as their own property, discharged and free from said contract and from any claim of the Maine company thereon.

17. It is understood by and between the contracting parties hereto, that this contract is made, subject to the approval of the New Brunswick government.

18. In case of hostilities between the governments of the United States and Great Britain, this contract shall remain in abeyance during such period, without being terminated thereby.

19. No discrimination shall be made on the line of either company on account of the national character of either passengers or freight.

In witness whereof the said parties hereto have caused the foregoing indenture to be signed by the respective Presidents of the two companies.

JOHN A. POOR,

[SEAL.] *President of the European and North American
Railway Company of Maine.*

WM. PARKS,

*President of the European and North American
Railway Company for extension from St. John westward.*

Signed and delivered in presence of

C. N. SKINNER.

SUPPLEMENTARY CONTRACT

MADE AND ENTERED INTO WITH THE EUROPEAN AND NORTH
AMERICAN RAILWAY COMPANY OF MAINE THE SECOND
DAY OF JUNE, A. D. 1866.

Whereas on the 21st day of June, in the year of our Lord one thousand eight hundred and sixty-five, a Contract in writing was entered into by and between the European and North American Railway Company of the State of Maine and the European and North American Railway Company for extension from Saint John westward of the Province of New Brunswick, for the construction and equipment of the railway of the last mentioned company from the city of Saint John in said Province of New Brunswick to the eastern boundary of the State of Maine, and it has been deemed expedient and proper, and has been agreed between the said two Companies, that said contract shall be modified in certain particulars, and that certain additions thereto shall be made, now this Memorandum of an Agreement, supplementary and additional to and in modification of the said contract, made and entered into on the twenty-first day of June in the year of our Lord one thousand eight hundred and sixty-five (and hereinafter called said existing contract), made this second day of June in the year of our Lord one thousand eight hundred and sixty-six, witnesseth :

First. The seventh and eighth items of said existing contract are hereby annulled, and shall hereafter have and be of no force or effect whatever, and in place thereof it is agreed by and between the parties hereto that the said railway company of New Brunswick shall pay to the said railway company of Maine thirty-seven and a half per cent. in cash, twenty-five per cent. of which shall be the amount of the Government subsidy of every one hundred thousand dollars expended by the said railway company of Maine in the construction of the railway in New Brunswick until the sum of two hundred thousand dollars shall have been expended by

said railway company of Maine in the construction of said railway in New Brunswick, then afterwards the said railway company of New Brunswick shall pay to the said railway company of Maine fifty per cent. in cash of every one hundred thousand dollars expended by the said railway company of Maine in the construction of the railway in New Brunswick until the present subscription to the capital stock of the said railway company of New Brunswick and any addition to the same which shall hereafter be made shall be expended, then twenty-five per cent. in cash and in the same ratio a proportion of any further aid or subsidy the Government of New Brunswick may hereafter grant of every one hundred thousand dollars expended by the said railway company of Maine in the construction of said railway in New Brunswick until the whole railway is completed in said Province of New Brunswick, or until the whole Government aid or subsidy shall be exhausted.

The said railway company of New Brunswick shall issue its bonds to the amount of two millions of dollars, principal and interest payable in gold or the lawful currency of said Province, which said bonds shall be paid in thirty years, and shall be made in such denominations or amounts as may be deemed expedient by the parties hereto, bearing interest payable semi-annually at the rate of six per cent. per annum, and shall create and execute a mortgage of its railway, franchises, privileges and property of every name and kind to secure the payment of the interest and principal of said bonds, which said bonds shall be issued and used only for the purpose of paying for the construction of said railway in New Brunswick; and said bonds shall be delivered to the treasurer of the said railway company of Maine, or to his order, to the extent and amount of fifty per cent., sixty-two and one half per cent., or seventy-five per cent., as the case may be, according to the foregoing modes and amounts of payment in cash of every one hundred thousand dollars expended by the said railway company of Maine in the construction of said railway in New Brunswick, so that full

payment shall be made by the said railway company of New Brunswick in cash and in bonds of every one hundred thousand dollars so expended by the said railway company of Maine, until the said two millions of dollars of said bonds shall be exhausted. Then, if said cash and said bonds together shall not be sufficient to pay for the construction and equipment of said railway in New Brunswick, the said railway company of New Brunswick shall issue and deliver to the treasurer of the said railway company of Maine, or to his order, such an amount of the full paid up stock of the said railway company of New Brunswick as will pay the said railway company of Maine in full the cost of such construction and equipment; or, if the said railway company of Maine shall so elect, the said railway company of New Brunswick shall issue and deliver to the treasurer of the said Maine company, or to his order, portions of said paid up stock from time to time as the work progresses, in lieu of the same amount of said bonds.

Second. The eleventh item of said existing contract is hereby annulled, and shall hereafter have and be of no force or effect whatever, and in place thereof it is agreed by and between the parties, that the said railway company of Maine shall pay the interest on said bonds of the said railway company of New Brunswick as the same shall become due, and at their maturity shall pay the principal thereof, and shall forever indemnify and hold harmless the said railway company of New Brunswick from any loss or damage on account thereof. The net earnings of the said railway in New Brunswick shall be applied to the payment of said interest and said principal, and the balance of such net earnings shall be divided among the stockholders of the railway company of New Brunswick in proportion to the amount of stock which they shall severally hold.

Third. The twelfth item of said existing contract is hereby annulled, and shall hereafter have and be of no force or effect whatever, and in place thereof it is agreed by and between the parties that the necessary expenses of maintaining

the corporate organization of the said New Brunswick company shall be paid by the said railway company of Maine, and such expenses shall be paid annually in the month of June.

Fourth. The thirteenth item of said existing contract is hereby annulled, and shall hereafter have and be of no force or effect whatever, and in place thereof it is agreed by and between the parties, that until such lease as is provided for in said existing contract shall be executed the said railway company of Maine shall hold and possess said railway in New Brunswick and all the rights, property and privileges of the said railway company of New Brunswick, upon the same terms and conditions as it would if such lease were executed, subject to the provisions of the sixteenth item of the existing contract; and if at any time the said railway company of Maine shall neglect to pay the interest on said bonds for the period of thirty days after the same shall have become due and payable, or shall neglect to pay the principal thereof for the period of three months after the same shall have become due and payable, the said railway company of New Brunswick may take possession of said railway in New Brunswick and all its property, and hold, and possess, and use the same, and the profits and income thereof, until such payments shall be made.

Fifth. It is further agreed by and between the parties hereto, that in case the said railway company of Maine can make purchases of rails, spikes, and other materials for the construction of said railway in New Brunswick, to be paid for in said bonds of the said railway company of New Brunswick, and shall deem it expedient to make such purchases and payments, the said railway company of New Brunswick shall deliver said bonds to the extent and amount of such purchases to the party or parties of whom the same shall be made, and said rails, spikes, and other materials thus purchased and paid for, shall be delivered into the possession of and held by the said railway company of New Brunswick to be used as the same may be required in the construction

of said railway in New Brunswick, under this contract. And in case the said railway company of Maine, on account of the favorable condition of the money market or for other reasons can at any time negotiate the sale of said bonds, or any portion of them, for cash, and shall deem it expedient to do so, the said railway company of New Brunswick shall deliver said bonds to the party or parties to whom the same may be sold, and the moneys arising from such sales shall be paid into the treasury of the said railway company of New Brunswick, and the same shall be paid over to the treasurer of the said railway company of Maine, or to his order, at such time and in such sums and proportions as the said railway company of Maine would be entitled to receive in said bonds under this contract.

Sixth. It is further agreed and understood by and between the parties hereto, anything in said existing contract to the contrary notwithstanding, that all parts of said existing contract, and all the agreements and undertakings therein contained, inconsistent with the foregoing changes, modifications and additions, are and shall be forever null and void and of no force or effect whatever.

In witness whereof, the railway company of New Brunswick by its President duly authorised thereunto, and the said railway company of Maine by its Treasurer duly authorised thereunto, have signed the respective names and affixed the respective seals of said Companies at the city of Saint John in said Province of New Brunswick, this second day of June in the year of our Lord one thousand eight hundred and sixty-six.

European and North American Railway Company,
[SEAL] by N. WOODS, *Treasurer.*

The European and North American Railway Com-
[SEAL] *pany for extension from St. John westward,*
by WM. PARKS, *President.*

Signed, sealed and delivered in presence of
CHARLES N. SKINNER.

Approved—JOHN H. WIGGINS.

ADDITIONAL CONTRACT

MADE AND ENTERED INTO WITH THE EUROPEAN AND NORTH
AMERICAN RAILWAY COMPANY OF MAINE THE THIRD
DAY OF SEPTEMBER, A. D. 1867.

Whereas, on the twenty-first day of June, in the year of our Lord one thousand eight hundred and sixty-five, a Contract in writing was entered into between the European and North American Railway Company of the State of Maine and the European and North American Railway Company for extension from Saint John westward of the Province of New Brunswick, for the construction and equipment of the railway of the last named company from the city of Saint John in said Province to the eastern boundary of the State of Maine; and whereas, on the second day of June, in the year of our Lord one thousand eight hundred and sixty-six, an additional and supplementary contract to the first named contract was made and entered into in writing between the two aforesaid companies; and whereas, since the execution of said supplementary and additional contract, the Province of New Brunswick authorized thereto by an act passed by the Governor, Legislative Council and Assembly the tenth day of June, A. D. 1867, has subscribed and taken for and in behalf of said Province stock of the said European and North American railway company for extension from Saint John westward, to the extent of three hundred thousand dollars, payable from time to time as calls are made, subject to the condition that no greater amount shall at any time be called or paid thereon than at the rate of thirty-three and one third per centum of the total expenditure at the time of such call on the road, the location of which has been approved by the Governor and Council.

Now this Memorandum of an Agreement between the European and North American railway company of the State of Maine and the European and North American railway company for extension from Saint John westward, witnesseth:

That the said European and North American railway company for extension from Saint John westward has covenanted, promised and agreed to and with the said European and North American railway company of the State of Maine, and by these presents does covenant, promise and agree to and with the said railway company of the State of Maine to pay to said last named company the entire amount of said subscription in the whole the sum of three hundred thousand dollars, as the same may be collected from and paid by said Province, under the provisions of the act aforesaid, and the calls made by the said railway company of New Brunswick, anything in the first article or item of said additional and supplementary contract between the said companies made the second day of June A. D. 1866 to the contrary notwithstanding, and that the amount of bonds of the said railway company of New Brunswick to be paid and delivered to the said railway company of Maine as is provided in said first item or article of said supplementary and additional contract shall be reduced to the same extent that the cash payments shall be increased by the payment of the aforesaid sum of three hundred thousand dollars, the amount of the stock subscription of the said Province as is hereinbefore provided.

It is further understood and agreed by and between the said companies that the said railway company of New Brunswick will pay to the said railway company of Maine any and all moneys collected and received from any and all additional and further subscriptions to the stock of said railway company of New Brunswick as the same may from time to time be paid and received, anything in the said first item or article in said supplementary and additional contract between the said companies to the contrary notwithstanding, in the place of an equal amount of the bonds of the said railway company of New Brunswick, and the amount of said bonds to be paid and delivered from time to time to said railway company of Maine, as provided in said first article or item of said supplementary and additional contract shall be reduced to the same extent that the cash payment shall

be increased by the payment of the moneys aforesaid, collected and received from and on account of all said additional and further subscriptions to the stock of said railway company in New Brunswick.

It is further understood and agreed by and between the said companies, that this contract is and shall ever be held as a modification of the aforesaid existing contracts between them as to the matters and things herein mentioned, and those only; and in all other respects, and as to all other matters and things, the said existing contracts have and shall continue to have full force and effect.

In witness whereof, the said European and North American railway company for extension from Saint John westward by its President duly authorized thereto, and the said European and North American railway company of the State of Maine duly authorized thereto, have signed the respective names and affixed the respective seals of said two companies at the city of Saint John in said Province of New Brunswick this third day of September, A. D. 1867.

*The European and North American Railway Company
for extension from St. John westward, by its President,*
[SEAL] WM. PARKS.

*The European and North American Railway Company
of Maine, by its President,*
[SEAL.] G. K. JEWETT.

Signed, sealed and delivered in presence of
C. N. SKINNER.

BOND AND MORTGAGE

AUTHORIZED TO BE MADE AND ISSUED AT A SPECIAL MEETING
OF STOCKHOLDERS HELD ON THE SECOND DAY OF
NOVEMBER, A. D. 1867.

This indenture made the first day of July, in the year of our Lord one thousand eight hundred and sixty-seven, between the European and North American Railway Company for extension from St. John westward, a corporation of the Province of New Brunswick, in the Dominion of Canada, the party hereto of the first part; and Samuel L. Tilley of the said Province, and John Edgar Thomson of the State of Pennsylvania, trustees for certain creditors, holders, and owners of the bonds of said Railway Company, party hereto of the second part.

Whereas the said European and North American Railway Company for extension from St. John westward, the party hereto of the first part, has been duly chartered and vested with franchises to be a corporation, granted to the said Company by act of the General Assembly of the said Province of New Brunswick, and has been duly organized as a corporation in conformity with the provisions of said act, with capacity in its corporate character to take, hold and exercise certain franchises, and particularly with capacity to acquire, build, hold, maintain, and operate a continuous railway, with all its equipments and appurtenances, extending from the city of Saint John, in the county of Saint John, in the said Province of New Brunswick, westward by way of the Douglas Valley, to the eastern boundary line of the State of Maine in the United States, a distance of eighty-eight miles.

And whereas the said party hereto of the first part has located and resolved to construct, and is now constructing its said line of railway from the said city of Saint John westward to the point in the said eastern boundary line of the State of Maine in the United States, where said railway will

join and connect with the line of railway extending from the city of Bangor eastward to the Province of New Brunswick.

And whereas, the said Province of New Brunswick did, by act of the Legislature of said Province, passed on the eleventh day of April, in the year of our Lord one thousand eight hundred and sixty-four, grant to the said line of railway in New Brunswick, Provincial aid at the rate of ten thousand dollars per mile, to be paid as in said act is provided, and in and by said act the Governor in council was empowered and authorized to consent and agree to the building said line of railway by any company or body corporate possessing sufficient capital, who should offer to construct the same; such agreement to be in the name of the Queen.

And whereas, the said party hereto of the first part has given such assurance and guarantee of its ability to construct said line of railway as the said Governor in council did find necessary; such agreement has been made, dated the twenty-third day of September, in the year of our Lord one thousand eight hundred and sixty-five; and the route and location of said line of railway has been approved by the said Governor in council, in accordance with the terms of said act.

And whereas, the party hereto of the first part being by its said charter and the laws of said Province legally authorized so to do, for the purpose of raising money for completing the construction of their said railway between the terminal points aforesaid, and for equipping the same, have determined to borrow and raise the sum of two millions of dollars by an issue and sale of its corporate bonds, secured by a mortgage upon the said railway and all its rights, franchises, easements, appurtenances and equipments, did at a lawful meeting of its stockholders, held at the city of Saint John, in said Province, on the second day of November, in the year of our Lord one thousand eight hundred and sixty-seven, vote, resolve, and ordain as follows, to wit:

“That for the purpose of producing means to aid in the construction and equipment of the railway of this company from the city of Saint John in the Province of New Brunswick to the eastern boundary line of the State of Maine, a distance of eighty-eight miles, this company will raise and borrow a sum not to exceed two millions of dollars, to be repaid in thirty years from the first day of July in the year of our Lord one thousand eight hundred and sixty-seven, with interest at the rate of six per centum per annum ; that as security for the repayment of the said sum of money and interest this company will make and issue a series of its bonds, in the aggregate not to exceed in amount the sum of two millions of dollars, or in an amount in pounds sterling lawful money of Great Britain equal thereto of not less than one thousand dollars each, if in dollars, or of not less than two hundred pounds sterling each, if in pounds sterling, payable in thirty years from the first day of July in the year of our Lord one thousand eight hundred and sixty-seven, bearing interest at the rate of six per centum per annum, and said interest to be payable semi-annually on the first days of January and July in each year, and said principal and interest both to be payable in the city of London in England, and any bond or writing issued as evidence of any part of said debt, to have interest warrants attached, signed by the treasurer of said railway company, for the payment of the interest on the days and times aforesaid.

“That to secure the payment of said money and the bonds issued therefor and the interest thereon, and every part thereof, this company will make, execute, and deliver to Samuel L. Tilley and John Edgar Thomson, as trustees, and to their successors, a deed of mortgage of its railway from the said city of Saint John to the eastern boundary line of the State of Maine at the point aforesaid, a distance of eighty-eight miles, together with all its rights, liberties, franchises, privileges, easements, appurtenances, and all equipments of every kind and description now existing, and also all which it may hereafter acquire, which said mortgage shall be a first

mortgage and lien on all of the line of railway of the company between the terminal points aforesaid with all its rights, franchises, easements, appurtenances and equipments aforesaid: Provided that nothing in this order, or in said mortgage shall include or be construed to include, or mortgage or pledge, any bonds, grants, donations, property, or stock or stock subscriptions, received, or made, or to be received, from any source whatever, nor anything else, other than the said line of railway, with all its rights, franchises, easements, buildings, appurtenances and equipments, required for its proper operation and maintenance; and the incomes and revenues arising or to arise from the operation of said railway.

“That three of the Directors of this company are hereby authorized, empowered and directed for and in behalf of this company, for the purpose aforesaid, immediately to prepare and in due form of law, make and execute under their hands and seals and under the seal of this company, which company (corporate) seal they are hereby authorized to affix to said bonds, twenty hundred and fifty-five bonds of this company, each dated on the first day of July in the year of our Lord one thousand eight hundred and sixty-seven, and due thirty years after their date, each for the payment of two hundred pounds sterling money of Great Britain, and each bearing interest at the rate of six per centum per annum payable semi-annually on the first day of January and July in each year in similar sterling money, and payable both principal and interest in the city of London in England with interest warrants thereto attached. That said bonds shall each be, substantially, in the form following, to wit:

G

THE DOMINION OF CANADA.

£200 sterling.

£200 sterling.

PROVINCE OF NEW BRUNSWICK.

*The European and North American Railway Co. for extension
from Saint John westward.*

FIRST MORTGAGE BOND.

The European and North American Railway Company for extension from Saint John westward, of the Province of New Brunswick in the Dominion of Canada, acknowledges itself to be indebted to Samuel L. Tilley of the city of Saint John, or bearer, in the sum of two hundred pounds sterling, lawful money of Great Britain, which sum the said Railway Company promises to pay to the said Samuel L. Tilley, or the bearer hereof, in the city of London in England, on the first day of July in the year of our Lord eighteen hundred and ninety-seven, without defalcation; with interest thereon at the rate of six pounds sterling per centum per annum, payable semi-annually on the first days of January and July in each year, in the said city of London, on the presentation and surrender of the interest warrant for the same, hereto annexed. This Bond is one of a series of twenty hundred and fifty-five bonds of like amount, tenor and date; all equally secured by a first mortgage as hereinafter mentioned, and the holder hereof equally with the holder or holders of each of the said bonds, is entitled to the security to be derived from the said first mortgage (which bears even date herewith), of its railway, and all its rights, franchises, easements, appurtenances and equipments, as therein mentioned, and which mortgage duly authorized, executed and recorded, conveys and assigns all the said railway, and all its rights, franchises, easements, appurtenances and equipments to said Samuel L. Tilley and John Edgar Thomson of Pennsylvania, as trustees, in trust, to secure the full and final payment without preference, of the said issue of twenty hundred and fifty-five bonds (the whole being for the sum of £411,000), with the interest to arise thereon, according to the terms

and provisions of the said Deed of Mortgage; all of which by reference to said mortgage will more fully appear. The holders of this bond will also be entitled equally with the holder of each of the other bonds of said issue to the benefit to be derived from a sinking fund to be annually set apart and appropriated for the redemption of said issue of bonds, at the times and in the manner in said Mortgage or Deed of Trust specified. This bond will not be obligatory on the said company, until, after due execution thereof by said company and sealing with its corporate seal, it shall by a writing thereon signed by one or both of said Trustees, be certified that it is one of the bonds of the issue above mentioned entitled to the security of said Mortgage or Deed of Trust, and that said Mortgage for securing it has been duly executed, delivered and recorded.

In witness whereof the said company have in due form of law made and executed these presents, by causing its common (corporate) seal to be hereto affixed, and the same to be signed and sealed under the hands and seals of three of its Directors, and it has caused the interest warrants hereto annexed to be duly made and signed for and in its behalf by its Treasurer this first day of July A. D. 1867.

[SEAL.]

} *Directors.*

Form of Certificate of Trustees.

We do hereby certify that the above bond is one of the series of 2055 bonds, all of the same amount, tenor and date, and is entitled to the security of said Mortgage or Deed of Trust, as in said bond specified; and that said Mortgage or Deed of Trust to secure the same has been duly made and delivered to us the Trustees therein named, by said Railway Company, and duly recorded.

} *Trustees.*

Form of Interest Warrant.

£6.		£6.	No. —
<p>The European and North American Railway Company for extension from St. John westward, will pay the bearer £6 sterling in the city of London, on the first day of —, A. D. Six months interest on their bond No. —.</p>			
<p>..... <i>Treasurer.</i></p>			— ; —

With full power and authority to the President and Directors of this Company from time to time as they may deem necessary, to sell, dispose of and deliver the said bonds for money or for materials or labor wherewith to build or pay for building said railway and equipping the same at such price as to them shall seem proper.

And that this company do also immediately proceed to make and execute in due form of law, and to deliver a deed of mortgage which shall be dated the first day of July, in the year of our Lord one thousand eight hundred and sixty-seven, conveying and assuring to Samuel L. Tilley of the province of New Brunswick and John Edgar Thomson of the State of Pennsylvania, as trustees, and to their successor or successors and assigns, all its line of railway and all its rights, franchises, easements, appurtenances and equipments hereinbefore mentioned and ordered, with the usual and proper provisions and conditions in favor of the company, of redemption, possession, and use of the same in trust to secure the said issue of bonds, as in this order is intended and specified, and that the President of this company be, and he is hereby fully authorized, empowered, and directed, for, in the name of, and in the behalf of this company, to sign its corporate name and affix its common corporate seal thereto, and duly acknowledge and deliver the same as the act and deed of this company.

That as soon as said railway shall have been completed

and paid for, and shall be in operation, and there shall be derived from its earnings any surplus after the payment of all expenses of its operation, and keeping it and its equipment in proper order and repair, and the payment of the interest on the said bonds issued and secured by the said mortgage, the one tenth part of any such surplus at the end of every year shall be set aside and appropriated to and for a sinking fund, and properly invested at interest, and the interest and principal with all accretions, compounded and invested annually, under the direction and control of the directors of the said company for the purpose of paying or redeeming the first mortgage bonds and the interest thereon in this order directed to be issued and for no other purpose whatever; and the said Directors shall make such orders and regulations, and require such securities and safeguards, as will best preserve and increase the said fund.

And whereas the party of the first part has in due form of law and as in the foregoing order authorized and directed, made, and executed twenty hundred and fifty-five bonds, each for the payment of two hundred pounds sterling money of Great Britain, dated, and to mature, and bearing interest, and payable, and in all respects, as specified and directed in the order above recited:

And whereas it is the intention of these presents that all of said bonds shall be equally secured by these presents in all respects and without discrimination, or difference, or preference, and without regard to the time or times of their actual sale or delivery,—

Now therefore this indenture witnesseth, that the party hereto of the first part for and in consideration of the premises, and of one dollar to it in hand paid by the said party hereto of the second part, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal and interest of the twenty hundred and fifty-five bonds aforesaid issued or to be issued as herein provided, and every part thereof as the same shall become due and payable according to the tenor and effect of said bonds and

the interest warrants thereto attached, have granted, bargained, sold, conveyed, confirmed and pledged, and by these presents do grant, bargain, sell, convey, confirm and pledge unto the party hereto of the second part, and unto their successor or successors in said trust, and their assigns, all of the right, title and interest of the party of the first part acquired in any and all manners whatever, of, in, and to all and singular the continuous railway and right of way over which the same is or may be constructed, built and constructed or to be hereafter built and constructed and completed, in accordance with the location heretofore made, or as the same may be changed in any part, and finally located and completed, situate in the Province of New Brunswick in the Dominion of Canada, and extending from the city of Saint John westward eighty-eight miles to the boundary line of the United States, being also the eastern boundary line of the State of Maine, at the point or place in said boundary line where said railway will join and connect with the track of the railway now building and to be completed from the city of Bangor eastward to the Province of New Brunswick, together with all the railway ways, right of way, sidings, tracks, depots, depot grounds, station houses and grounds, shops, engine houses, car houses, freight houses, and wood and water houses or tanks, and all buildings, held and acquired and constructed for use, in connection with said line of railway or the business thereof, and all land and grounds on which the same may stand, or be connected with; and also all locomotives, engines, cars, tenders, and all other equipments and rolling stock, and all machinery, tools, implements, fuel, and materials for the constructing, repairing, operating, and maintaining, or replacing said line of railway or its appurtenances or any part of the same, between the terminal points aforesaid, and also all the rights, privileges and franchises as to said line of railway between said terminal points, and all other rights and things of whatever name or nature necessary to build, continue, hold and operate the said line of railway of the said party hereto of

the first part, to have and to hold, all and singular the said railway, the rights, the property, real and personal, with the hereditaments and appurtenances, and all and singular the rights, liberties, privileges, easements, franchises and equipments, hereby conveyed or intended to be conveyed to the said party hereto of the second part as trustees as aforesaid, and to their successor and successors in said trust, and their assigns, to the only proper use, benefit and behoof of the said party hereto of the second part, as trustees as aforesaid, and of the trust they represent, and their successor and successors and assigns forever.

Provided always nevertheless that nothing in these presents shall grant, convey, or include, or be understood or construed to include, grant, or convey any moneys, bonds, grants of money, donations, stock, stock subscriptions, subsidy, lands or aid received by said party of the first part, to pay for or be used in the construction of said railway, from any person or government or source whatever, but shall include, hold and cover, grant, and convey all iron rails and all other materials to be used in such construction purchased by the party hereto of the first part, or its agent or agents, and paid for by it with the said bonds or the proceeds of the sale of said bonds from and always after the time that such iron rails and other materials so to be used shall have been delivered to said party hereto of the first part, or to its agent or agents on the line of said railway, and in place to be readily and freely used in the construction thereof; and, Provided further, that these presents are upon condition and for the purposes herein expressed, namely:—

First. That said party hereto of the first part shall have and retain full and undisturbed possession and control and management in every respect, of all of the said railway property and appurtenances, and the revenues and incomes thereof, and rights and privileges hereby granted, conveyed, and pledged, and mentioned, and specified; free from all interference, until default by it in some respect as hereinaf-

ter specified, shall be made, whereby by virtue of these presents, the party of the second part as trustees, shall have the right to enter on or take possession of the same or otherwise make interference concerning the same.

Second. That on the full payment of the said money provided to be paid by the said bonds, and of all interest thereon; or by becoming the owners of the said bonds and presenting the same to the party hereto of the second part, by the said party hereto of the first part or its assigns or grantees for cancellation, these presents and everything herein contained, whereby the said railway property, appurtenances and rights, are, or may be, in any way granted, conveyed, pledged or incumbered, shall be and become wholly void, annulled, cancelled, and of no effect; and the said railway property, appurtenances and rights, and matters named in this mortgage, and the said party hereto of the first part be wholly released, freed and discharged from the same forever, without any entry, or record of satisfaction whatever, and that said party of the second part shall, if required, enter and record such satisfaction of it, in all places, and on all record books where it shall have been recorded.

Third. In case default shall be made in the payment of any interest on any of the aforesaid bonds issued or to be issued according to the tenor and effect of the interest warrants thereunto annexed or the provisions hereof, or in case default shall be made in the payment of the principal of said bonds or any of them, or any part thereof, when the same shall become due, if such default shall continue for the period of six months, it shall be lawful for the said party hereto of the second part, or their successor or successors, as such trustees in their discretion, either in person or by their attorney or attorney's agents, or agents appointed for that purpose, to enter into and upon, and take possession of all and singular the said railway from the said city of Saint John to the said eastern boundary line of the State of Maine, and all the other property, real and personal, franchises,

easements, privileges, appurtenances, and equipments heretofore conveyed or intended to be conveyed, and each and every part thereof, and may operate said railway and take and receive the income and profits thereof, and conduct the business thereof, and exercise and use the franchises appertaining thereto, and make all repairs and replacements, and such useful alterations, additions and improvements as may to them seem judicious, and generally assume and take the control, management and disposition of all the said railway property and the appurtenances, privileges, franchises, and equipments to the said party hereto of the first part belonging, hereby granted, conveyed and pledged, or intended to be granted, conveyed and pledged in the place and stead of, and with all the powers and authority of the party hereto of the first part.

And after deducting the reasonable and proper charges and expenses of operating the said railway and conducting its business and of said repairs, replacements, alterations, additions and improvements, and all payments for taxes, assessments, charges or liens upon the same or any part thereof, as well as for a reasonable compensation for their own services, said trustees shall apply all moneys arising therefrom as aforesaid to the payment of the interest due on said bonds in the order in which such interest shall have become or shall become due ratably to the persons holding the warrants for such interest, and after paying all such interest which shall have become due, shall hold and apply the balance, if any, to the purposes of their trust.

Fourth. In case default shall be made as aforesaid, and shall continue as aforesaid, it shall be lawful for the said party hereto of the second part, or their successor as such trustees, after entry as aforesaid, or other entry, or without entry, but with due notice in writing, for at least thirty days to the said party hereto of the first part, personally or by their attorney or attorneys, agent or agents appointed for that purpose, to sell all and singular the said railway and all the other property, real and personal, hereby conveyed or

intended to be conveyed at public sale in the city of Saint John aforesaid, at such time as they may appoint, selling the same as an entirety, but before any sale of the said railway or any part of it, or the rights, liberties, privileges, franchises, and other property aforesaid, notice of such intended sale shall be published once a week for the period of twelve weeks at the least, in three newspapers published in the said Province of New Brunswick, two of which shall be published in the city of Saint John in said Province, and in two public newspapers published in the city of Boston, in the State of Massachusetts, and the said trustees may give such other and further public further notice of such intended sale as they in their discretion shall see fit; and said trustees may adjourn such sale or sales, or any of them, from time to time in their discretion, and if adjourned make such sale or sales at the time or times to which the same may have been so adjourned, without further notice; upon any such sale or sales being made, the said trustees shall make, execute, and deliver to the purchaser or purchasers good and sufficient deed or deeds and conveyances which shall vest in such purchaser or purchasers all the estate, right, title, and interest, whether legal or equitable, of said trustees and of said railway company, of, in, or to, said property, equipments, and every part and parcel thereof including the rights, liberties and franchises of said railway company in respect to the railway which shall be so sold, and said sale or sales so made as aforesaid shall be a perpetual bar both at law and in equity against the said party hereto of the first part and against all other persons lawfully claiming or to claim the said railway and all the other said property or any part thereof, by, from, through, or under the said party hereto of the first part or any of the parties hereto.

After deducting from the proceeds of such sale or sales, just allowances for all expenses of the same, and all debts or advances which may have been made by said trustees in operating, maintaining and managing said railway and its business, and all taxes, assessments and charges, and liens

on the same or any part of it, prior to the lien of these presents, as well as reasonable compensation for their own services, they shall apply the proceeds of such sale or sales as well as all moneys of said party hereto of the first part in their hands, arising from the operation of said railway as aforesaid to the payment of interest, and afterwards to the payment of the principal of such bonds, as may then be unpaid or unabsorbed by the sinking fund, until all are paid, if sufficient for that purpose, and if not sufficient then ratably and equally amongst the holders thereof without preference or difference; but if any surplus shall remain, they shall pay the same to the said party hereto of the first part.

It is hereby declared that the receipt of said trustees shall be a sufficient discharge to the purchaser or purchasers of any of said property for the purchase money, and such purchaser or purchasers after having paid the purchase money and having such receipt shall not be bound or liable in any way to see said money applied to this trust, or otherwise or in any manner answerable for its misapplication or loss, or obliged to inquire into the necessity or expediency or authority for such sale or sales.

Fifth. In case of default by the said party hereto of the first part of payment of interest or principal of said bonds or any of them hereby secured or intended so to be, the said trustees may proceed in any court of competent jurisdiction by suit at law or in equity to enforce the collection and payment of the same, and from said railway company and for the sale or sales of the said railway, and all the rights, franchises and other property hereinbefore conveyed or intended to be conveyed and the foreclosure of all equity of redemption of the party of the first part therein.

Sixth. At any sale or sales of the said railway and property as aforesaid or any part thereof, whether made by virtue of the powers herein granted or by judicial authority, the said party hereto of the second part and their successors as such trustees may bid for and purchase or cause the same to be bidden for and purchased, the property so sold or any

part of it in behalf of the holders of the bonds secured by this mortgage, then outstanding, at a reasonable price if only a part of said property be sold ; but if the whole of said property be sold at a price not exceeding the whole amount of said bonds outstanding, with the interest accrued thereon.

Seventh. If default shall be made by the said party hereto of the first part in the payment of any half year's interest on any of the aforesaid bonds without the consent of the holder of such bonds, at the time and in the manner provided in the interest warrants issued therewith, the said warrants having been presented and the payment thereof demanded, and such default shall have continued for twelve months, then and thereupon the principal of all the bonds hereby secured, shall at the election of the said party hereto of the second part, or their successors, become immediately due and payable, anything in said bonds contained to the contrary notwithstanding ; but a majority in interest of the holders of such bonds may in writing or by a vote of a meeting to be held for that purpose, instruct and direct said trustees to declare said principal due, and thereupon the same shall be and become immediately due and payable, or they may instruct and direct said trustees to waive such declaration and extend the time for the payment of the interest, or to receive an interest bond therefor retaining a lien upon said warrants ; or they may annul any declaration or election as to the same made by said trustees theretofore.

Eighth. That as soon as said line of railway from St. John to the Maine boundary line shall be completed and equipped, and the whole of the cost thereof paid for, and no debt for its construction exist except the said four hundred and eleven thousand pounds sterling, or some part thereof, as represented by the said issue of twenty hundred and fifty-five bonds aforesaid, there shall be thereafter created a sinking fund, for the redemption of said bonds, in the following manner, viz : Whenever at the end of any fiscal year the earnings of the said line of railway shall have been sufficient to pay all the expenses of its operation, and maintenance in

good order and repair, and to pay all the interest accrued on the said bonds then outstanding, and after having paid such expenses and interest shall still leave a surplus, or an amount of net profits: the one tenth part of such surplus, or net profits, shall not be paid to the stockholders; but shall be paid and appropriated to a sinking fund for the payment and redemption of the principal and interest of the said twenty hundred and fifty-five sterling bonds, and be used and invested for no other purpose whatever.

All money received for said sinking fund shall be invested at interest in safe securities, and whenever possible, at par or under, in the bonds of said issue, and all securities and bonds in which it, or any of it may be invested, shall be transferable to, and marked or certified upon the same, and registered as belonging to said sinking fund, and the interest of the same collected and similarly invested annually, so that the money and its interest, and all accretions to said sinking fund, shall be continually compounded, and all continually kept at interest. The directors of the said railway company, said party hereto of the first part, shall have the entire control and management of said fund, and appoint all agents needed, and make all regulations for its investment, its safety and its increase.

Ninth. The said railway company party hereto of the first part, shall from time to time make and execute and deliver to the said party hereto of the second part, or their successors, such further deeds, conveyances and assurances in law as shall be necessary for the better securing said bonds upon the Trust herein expressed, on the railway and property herein specified.

It is understood and agreed that said party hereto of the first part, if it become expedient in its discretion, may sell, or exchange, or otherwise dispose of any buildings, lands or grounds held or owned for depot, station, or side track purposes, or for gravel pits or quarries, or for fuel purposes, where the same shall not be required, or useful for their business, and convey the same free and clear of all lien of

this mortgage; and that any and all grounds, lands or buildings acquired by said company hereafter for the purposes of the road, shall become and be subject to and bound by the lien of this mortgage, as if the same was now owned by them and especially described and mentioned herein. Said company shall also have full power and authority to sell or exchange any and all engines, cars, locomotives, tools and other personal property, which may become impaired by use or require renewal; but all property of those kinds, obtained hereafter, by the said party hereto of the first part to replace the same, shall be and become subject to the lien and operation of this mortgage.

Tenth. The said railway company, said party hereto of the first part, may arrange to have said bonds registered, and at the request of any holder, cause the registry thereof to be made in a book to be kept for that purpose; and when any such bond shall be so registered, such registry shall be endorsed thereon by the Secretary of the said railway company, party hereto of the first part; and thereafter such registered bond shall not be transferable by delivery only, but shall only be transferable by the order of the person in whose name the same shall be so registered, until such registry shall have been released. Said railway company shall make the necessary orders and rules to have such registry duly made.

Eleventh. If either of the persons named and appointed as trustees, and to whom this mortgage is made, or any successor in said trust shall die, or resign, or be removed, or otherwise vacate his office of trustee; the whole and sole execution of said trust, and all the estate, rights, authority and powers, by these presents vested in both of said persons, shall vest, devolve on, and be held and exercised by the one remaining trustee, in every respect and in all cases whatever, until another person shall be appointed to fill the vacancy.

If any vacancy shall happen by the death, resignation, or refusal to act, or by removal, or in any other way, of either

of the persons or of both of them named as trustees, a majority in amount of the holders of said issue of bonds may by appointment in writing, signed by them, appoint another person, or two other persons, to fill such vacancy or vacancies.

If such vacancy or vacancies shall not be filled in that manner, within six months after it or they shall have occurred, then the directors of said railway company may by an order of their board appoint a person or two persons to fill the same.

Every appointment of any person to be trustee to fill a vacancy, shall be in writing, and under the seal of said railway company, and shall be recorded in the office of the Registry of Deeds in each county where said mortgage shall be recorded, and a copy thereof attached to said mortgage, and a copy filed in the office of the said railway company.

The trust hereby created shall not end, expire, or become void in any case, by reason of any vacancy in any trusteeship, but shall in case of vacancies in both trusteeships, and neglect to fill them in the manner above specified, be held to be vested in Her Majesty the Queen, to be, if necessary, executed by her Supreme Court in Equity in said Province of New Brunswick, until a person or two persons shall have been appointed to fill the same.

The person or persons being and acting as Trustee shall not in any case be, or be held individually liable or responsible for the act of a co-trustee, nor for the acts of any employee, appointed, or agent appointed or employed by him or them, further than for the exercise of reasonable care, diligence, and discretion in appointing or employing such person or persons; and in the performance of any duty devolving on him or them in the execution of this trust.

Such trustee or trustees shall be entitled to reasonable compensation for the performance of the duties of the trust, and for all the needful expenses thereof.

All the powers, authority, rights, privileges and duties, by these presents granted to and vested in the trustees

named in this mortgage, shall vest in and belong to each and every successor or successors in said trusteeship as fully and completely as if such successor and successors had been a party hereto and named herein.

The word "Trustees" shall be taken to mean the trustees or trustee for the time being, whether there shall be two or only one existing, or whether the said party hereto of the second part, or one of them only, or a new appointee, or two new appointees be acting, and whenever a vacancy shall exist, it shall be taken to mean the surviving trustee.

In witness the said Company have in due form of law made and executed these presents by causing its common corporate seal to be hereto affixed and the same to be signed by its corporate seal by William Parks its President, duly authorized thereto, and the said Samuel L. Tilley and John Edgar Thomson, the parties hereto of the second part, have hereunto set their hands and seals as evidence of their acceptance of the Trust herein created and granted to them.

Signed, sealed, executed and delivered by the said William Parks, President of the European and North American Railway Company for extension from Saint John westward, in the presence of

CHARLES N. SKINNER, *Secretary.*

WM. PARKS, [L. s.]

Signed, sealed, executed and delivered by Samuel L. Tilley, within named, in presence of, and by John Edgar Thomson, within named, in presence of

HENRY C. SPARKMAN.

J. EDGAR THOMSON, [L. s.]

S. L. TILLEY, [L. s.]

City of Saint John, in the Province of New Brunswick, in the Dominion of Canada:

Be it remembered that on the fourteenth day of January, in the year of our Lord one thousand eight hundred and sixty-eight, before me, the Honorable Andrew Rainsford Wetmore, a Member of Her Majesty's Executive Council of

the Province of New Brunswick, personally came and appeared William Parks, the President of the European and North American Railway Company for extension from St. John westward, who acknowledged that he signed, executed and put the seal of the said Company to the said foregoing Indenture as the Act and Deed of the said Company mentioned in said Indenture for the uses and purposes therein contained, and delivered the same for said uses and purposes.

A. R. WETMORE.

City of Saint John, in the Province of New Brunswick, in the Dominion of Canada :

Be it remembered that on the thirteenth day of January, in the year of our Lord one thousand eight hundred and sixty-eight, before me, the Honorable Andrew Rainsford Wetmore, a Member of Her Majesty's Executive Council of the Province of New Brunswick, personally came and appeared the subscribing witness, Charles N. Skinner, to the foregoing indenture, who being by me duly sworn, he, the said Charles N. Skinner, did testify and swear that he was such subscribing witness, that he was and is the Secretary to the European and North American Railway Company for extension from Saint John westward, that he did see William Parks, the President of the said Company, sign, execute, and put the seal of the said Company to the said foregoing Indenture for the uses and purposes stated in said Indenture, that said seal is the seal of said Company, and the said Company is the one mentioned in said Indenture, and that said Indenture was by said President, for said Company, delivered for said uses and purposes, in his, the said Charles N. Skinner's presence.

A. R. WETMORE, M. E. C.

City of Philadelphia, in the State of Pennsylvania, United States of America :

Be it remembered that on the twenty-second day of January, in the year of our Lord one thousand eight hundred

and sixty-eight, before me, Morton McMichael, Mayor of the said City of Philadelphia, personally came and appeared, John Edgar Thomson, named in the foregoing Indenture, who acknowledged that he signed, sealed, executed and delivered the said foregoing Indenture, for the uses and purposes therein contained.

In testimony whereof, I, Morton McMichael, Mayor of the said City of Philadelphia, have hereunto set my hand and affixed the official seal of the said city of Philadelphia, the day and year aforesaid, at the City aforesaid.

MORTON McMICHAEL,
Mayor of Philadelphia.

[L. s.]

City of Ottawa, in the Province of Ontario, in the Dominion of Canada :

Be it remembered that on the fifth day of February, in the year of our Lord one thousand eight hundred and sixty-eight, before me, Henry J. O'Neil, Mayor of the said City of Ottawa, in the said Dominion, personally came and appeared the Honorable Samuel L. Tilley, C. B., mentioned in the foregoing Indenture, who acknowledged that he signed, sealed, executed, and delivered the said Indenture for the uses and purposes therein mentioned.

In testimony whereof, I, the said Henry J. O'Neil, Mayor of the said City of Ottawa, have hereunto set my hand and affixed the official seal of the said City, the day and year aforesaid, at the City aforesaid.

HENRY J. O'NEIL,
Mayor of Ottawa.

[L. s.]

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BYE-LAWS

OF THE EUROPEAN AND NORTH AMERICAN RAILWAY COMPANY FOR EXTENSION FROM ST. JOHN WESTWARD.

Article 1.—The annual meeting of the stockholders shall be held in the City of Saint John on the third Wednesday in June, in each year, for the purpose of electing a Board of Directors, and transacting other business.

Article 2.—*Directors.*—No person eligible unless holder, *bona fide*, of forty shares, on which calls are paid, to be chosen by a majority of votes of shares represented at annual meeting. The first Board of Directors shall be chosen by a majority of votes of parties incorporated by act of last session present at first meeting.

Article 3.—The Board of Directors shall elect and appoint a President, Secretary, and such other officers, servants and agents as may be deemed necessary to carry out the business of the Company, and from time to time may rescind any of such appointments, and may make such other elections and appointments as they may deem fit.

Article 4.—The term of office of the Board of Directors and President shall be from the date of respective appointment until his or their successor or successors is or are chosen.

Article 5.—The Board of Directors shall have the general management of the ordinary affairs of the Company, not inconsistent with these Bye-Laws, subject, however, to any express instructions of the Stockholders, by vote at any lawful meeting; they shall also have the power to fill during the interval of Stockholders' meeting, but for no longer period, any vacancies which may occur in their own body from time to time, by death, resignation or any other cause. They may appoint a President *pro tem* in case of the President's absence or inability to perform the duties of his office, and in case of the death or resignation of either the President, Secretary, or any other officer, servant or agent of the Company, the Board of Directors may fill any such office.

Article 6.—The President shall preside at all meetings of Stockholders and Directors, and shall have the general direction and superintendence of the ordinary affairs of the Company, subject to the rules and instructions of the Board of Directors. The President shall sign all stock certificates and countersign all checks and drafts for money. The President shall call special meetings of Stockholders, when required so to do, by any resolution carried at any meeting of the Board of Directors, or by any number of Stockholders representing at least one third of the issued stock of the Company, and he shall cause notices of the time and place for holding such special meetings to be published in one or more of the newspapers published in the City of St. John, at least fourteen days prior to the date fixed for holding such meetings.

Article 7.—The Directors at any meeting held by them may fix or appoint the time and place of their future meetings, and may at such or any other meetings, and from time to time alter or change the time and place of subsequent meetings, as they may deem expedient. Special meetings of Directors may be called by the President or by any two of the Board of Directors: notice of the time and place of such special meeting to be given by written or printed notices to each of the directors present in Saint John, by personal service or by leaving the same at their place of residence or business, twenty-four hours previous to holding such meeting.

Article 8.—The Secretary shall countersign all checks and drafts, also all certificates of stock. He shall keep a record of the stock of the Company, and under the direction of the President, or, in case of his absence, then, for the time being, under that of at least two of the Directors: he shall keep the transfer book, and enter therein all such transfers of stock as shall first have been submitted to and approved by the said President, or in case of his absence, to and by any two of the Directors as aforesaid. He shall also keep a record of the proceedings of Stockholders' and Directors'

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meetings, and give the notice of same as required, and shall perform all such other services and duties as usually appertain to his office in a corporate body.

Article 9.—The annual and special meetings of Stockholders may be adjourned from time to time till the purpose of the meeting shall have been accomplished.

The Stockholders may, at any special meeting called for that purpose, fill any vacancy in the Board of Directors which may exist at the time of such meeting. Should the President be absent from any meeting of the Stockholders, a Chairman may be chosen to preside over the same.

Article 10.—Every person owning a share in the capital stock of the said Company shall be a member thereof and, except as hereinafter provided, shall be entitled to vote at all meetings of the said Company, and members may give as many votes as they own shares, and absent members may vote by proxy, such proxy being a Stockholder and authorized in writing.

No Shareholder shall be entitled to transfer or vote upon any share after any call shall have been made in respect thereof, until he or she shall have paid all calls for the time being due on every share held by him, her, or them.

Article 11.—No dividend shall be paid in respect of any share until all calls then due in respect to that or any other share, held by the person to whom such dividend may be payable, shall have been paid.

Article 12.—The certificate of shares in this Company shall be in the form following, or to the like effect, namely:

Certificate No.

Share

The E. and N. A. Railway Company for extension from St. John westward.

Incorporated by Act of Assembly.

Capital \$2,000,000.

40,000 Shares, \$50 each.

This is to certify that _____ of the
 is proprietor of _____ Share,
 Number _____ of the capital stock of the European and

North American Railway Company for extension from St. John westward, subject to assessment from time to time, until fifty dollars per share shall have been fully paid up thereon, subject also to the regulations and bye-laws of the said Company, the laws of the Province of New Brunswick and those in force within the same, and that the said share transferable by assignment endorsed hereon, record thereof being made by the Secretary in the transfer book of the Company, and on surrendering this certificate.

In testimony whereof the President and Secretary have hereto signed their names and affixed the seal of the said Company at St. John, New Brunswick, this
 day of A. D. 18

President.

Secretary.

And the form of transfer may be indorsed on the certificate of shares in form following :

The E. & N. A. Railway Company for extension from St. John westward, for value received, do hereby assign and transfer unto do and assigns share of the said company within mentioned Numbers.

Witness day of
 hand this
 in the year of our Lord

Article 13.—In case of the loss of any certificate of stock, the Board of Directors upon receiving such evidence as shall be satisfactory to them, may make a new issue, having the word “duplicate” written thereon, requiring good and sufficient security or indemnity against the appearance of the original, and any claims or loss that might result from the same.

Article 14.—The Company shall have a common seal, to

be approved by the Board of Directors, and the seal shall be affixed to all certificates of stock issued by the same.

Article 15.—The election of Directors, if not made on the day of the annual meeting, from any cause, it shall be lawful to hold the said annual meeting and make such election at any time within a month thereafter, upon giving fourteen days notice of such further meeting.

Article 16.—These Bye-Laws shall not be altered, amended or repealed, except at an annual meeting or at a special meeting of the Stockholders for that purpose duly called, and then only by a vote of three-fourths of the stock represented at such meeting.

[The following Bye-Law was added at a meeting of Stockholders held on the 2nd November, 1867:]

Article 17.—That at least twenty days notice of all calls upon the stockholders of this company for payment of any call made upon the subscribed stock to this company shall be given, by due notice thereof published for at least twenty days in some newspaper published in the city of St. John.

I hereby certify that the foregoing is a true copy of the Bye-Laws of the European and North American Railway Company for extension from Saint John westward.

T. B. ROBINSON,

Secretary.

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A G R E E M E N T

Made and entered into with the European and North American Railway Company of Maine (with the guarantee of the International Railway Construction Company for the fulfilment of the same) the eighteenth day of November, A. D. 1869.

Whereas, under contracts and agreements heretofore made and existing between the European and North American Railway Company of the State of Maine and the European and North American Railway Company for Extension from Saint John westward, the railroad of the latter Company has been in process of construction, and is partly completed; and whereas the European and North American Company of Maine is engaged in constructing its railroad from Bangor to the Saint Croix river, there to meet the line of the European and North American Railway Company for Extension from Saint John westward; and whereas the European and North American Railway Company of Maine have not been able, as yet, to finish its railroad, and for other reasons it has become desirable to extend the time, and otherwise modify and change said existing contracts:

Now, therefore, this agreement, made and entered into this eighteenth day of November, A. D. 1869, by and between the European and North American Railway Company of the State of Maine (hereinafter called the Maine Company), and the European and North American Railway Company for Extension from Saint John westward, of the Province of New Brunswick (hereinafter called the New Brunswick Company), WITNESSETH, First. That upon the completion of the railroad of the Maine Company to the Saint Croix river, and a proper connexion there made with the line of railroad of the New Brunswick Company, and upon the completion of the bridge over the Saint John river, and the extension of said railroad from the west bank of said river to the point of connection with the railroad running from Saint John to Shediac, as hereinafter provided,

a full and final settlement shall be made between the said Companies, upon the following terms, namely: The New Brunswick Company shall pay to the Maine Company all the Government subsidy, amounting to eight hundred and eighty thousand dollars, or such further sum as can be obtained for said extension: also, the Stock of the said New Brunswick Company subscribed for by the city of Saint John, and individuals, to the amount of two hundred thousand dollars: also, the Stock of the said New Brunswick Company subscribed for by the Government of the Province of New Brunswick to the amount of three hundred thousand dollars, amounting in all to the sum of thirteen hundred and eighty thousand dollars, is to be paid in cash; it being understood, that all sums paid by the New Brunswick Company for constructing its railroad, or for rolling stock, stations, or expenses incurred, as well as unpaid stock subscriptions already made, shall be reckoned, considered and received as cash by the Maine Company: the said New Brunswick Company are to do all in its power to collect the amount due on such subscriptions, and pay the same over to the said Maine Company.

The New Brunswick Company shall also pay to the Maine Company, in the Stock of the said New Brunswick Company, three hundred thousand dollars, the same being the amount subscribed for by certain persons known as the Associate Contractors, which Stock the said Maine Company is to receive at its par value.

Also, the Bonds of the said New Brunswick Company, amounting to four hundred and eleven thousand pounds sterling, equal to two million dollars; it being understood that the Bonds heretofore disposed of, and hereafter disposed of, are to be reckoned at par; and to be considered as received by the Maine Company on account of the above issue. The above sums and amounts are to represent the entire cost of the railroad, fully equipped, from the city of Saint John to the boundary of Maine at the Saint Croix river, except as hereinafter provided.

Second. The Maine Company will finish and complete

the railroad between Bangor and the said Saint Croix river, on or before the first day of November, A. D. 1871, and also the bridge over the Saint John river and said extension to the Shediac railroad at the same time, provided the promises and agreements hereinafter stipulated to be done and performed on behalf of said New Brunswick Company are kept and fulfilled by said Company.

Third. The said Maine Company will provide and furnish equipment for the railroad of the New Brunswick Company, as required by the Government Engineer, the amount now on said railroad being included therein, provided the cost thereof does not exceed the sum of two hundred and five thousand dollars.

Fourth. The Maine Company shall, from time to time as they shall become due, pay the coupons upon the bonds of the New Brunswick Company which have been, or may from time to time be sold and disposed of by said New Brunswick Company.

Fifth. That in order to hasten said work, and facilitate the finishing thereof, it is mutually agreed by the said Companies, that the Bonds of the New Brunswick Company now on hand and not sold and disposed of, shall be sold as soon as can conveniently be done, according to the provisions of the fifth section of the first supplementary contract between said Companies, dated June 2nd, A. D. 1866; and it is understood and agreed that the proceeds of such sales shall be applied—first, to settle with E. R. Burpee for any balance which may be due him under his contract for constructing and finishing the railroad of said New Brunswick Company, and for the payment of any expenses or liabilities which the said New Brunswick Company may have incurred in the prosecution of the work: second, towards providing and paying for the equipment of the railroad of said New Brunswick Company: and third, to assist in building the bridge over the Saint John river and the extension to the Shediac railroad.

Sixth. That for the purpose of aiding in the construction of the bridge over the Saint John river and the extension to

the Shediac railroad, the New Brunswick Company agrees to apply to the Government for a subsidy in aid thereof, to the amount of two hundred and fifty thousand dollars, and to use all necessary and proper means to obtain the same, and obtain the same if possible, and if obtained, to pay the same from time to time towards the cost of such bridge and extension, as the work progresses; and if, after due and proper exertion, such subsidy cannot be obtained, said New Brunswick Company shall apply to the said Government for a subscription by said Government to the Stock of said New Brunswick Company to the amount of two hundred and fifty thousand dollars, the proceeds of which, if obtained, shall be paid towards the cost of said work as it progresses; and if neither said subsidy or said stock subscription can be obtained of said Government, after due and proper exertion has been made therefor, said New Brunswick Company shall apply for authority to issue Bonds, secured by a mortgage upon said bridge and extension, and if obtained, shall issue and deliver to said Maine Company its bonds so secured, with interest warrants attached, payable semi-annually, to an amount equal to the whole cost of said bridge and extension, not to exceed six hundred thousand dollars, and the interest thereof is to be paid by the Maine Company in the same manner as herein provided for the bonds hereinbefore named: And if the above provisions for securing the means to build said bridge and extension shall all fail, then said New Brunswick Company shall issue to the Maine Company its stock to the same amount as above provided in regard to the issue of its bonds for that purpose.

Seventh. That upon the completion of the railroad from Bangor to the Saint Croix river, or sooner if said Companies agree so to do, said Corporations of the Maine Company and the New Brunswick Company shall be consolidated into one Company upon such terms and conditions as shall be mutually fair and equitable between them.

Eighth. That until the settlement provided for in the first article in this agreement is made and finished, unless

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otherwise agreed upon by said Companies, the railroad of the New Brunswick Company shall be run and operated by Egerton R. Burpee, with the equipment upon, and which may hereafter be put upon said railroad, as Trustee for both of said Companies, and he shall keep proper accounts of all receipts and expenditures in connection with said business; and he shall apply said receipts—first, to the payment of the expenses incident thereto; second, the net earnings shall be paid to the Maine Company to the extent of semi-annual interest warrants upon the bonds of said New Brunswick Company sold and disposed of; third, the balance, if any, shall be paid to said New Brunswick Company. Any deficiency in the expenses occasioned by operating said railroad shall be paid by said Maine Company.

Ninth. The present liabilities of the New Brunswick Company are to be paid from the subsidies remaining due and unpaid, or other means of said New Brunswick Company; and if sufficient funds shall not be thus obtained for the payment of such liabilities, then said Maine Company shall, within three months from the date hereof, furnish an amount sufficient to pay said liabilities, not exceeding the sum of fifty thousand dollars, upon the bonds of said New Brunswick Company, to be delivered to said Maine Company.

Tenth. It is further understood and agreed, that this agreement shall be considered an alteration and modification of all the existing contracts between said Companies in regard to the constructing and finishing said line of railroad, so far as any of the provisions herein contained shall in any manner conflict with, or alter, or modify any of said contracts.

IN WITNESS WHEREOF, the European and North American Railway Company has caused its name to be hereto subscribed by James W. Emery, duly authorized therefor, and the European and North American Railway Company for Extension from Saint John westward has

caused its name to be hereto subscribed by William Parks, its President, the day and year first above written. .

European and North American Railway Company, by
JAMES W. EMERY,
Committee.

European and North American Railway Company
for Extension from Saint John Westward, by
WILLIAM PARKS,
President.

Witness,
T. B. ROBINSON.

In consideration of one dollar, paid to and received by the International Railway Construction and Transportation Company, said Company hereby promises and agrees with the European and North American Railway Company for Extension from St. John Westward, that the European and North American Railway Company of Maine shall fulfil, keep and perform all the promises and agreements provided by the within agreement to be done, kept, and performed, by said last named Company.

Dated this Eighteenth day of November, A. D. 1869.

International Railway Construction and
Transportation Company, by
B. E. SMITH,
Trustee.

At a meeting of the Directors of the European and North American Railway Company, duly notified and holden at the Office of said Company in Bangor, State of Maine, on the thirteenth day of November, A. D. 1869, at ten o'clock in the forenoon, a quorum of said Directors being present, it was voted as follows :

That whereas James W. Emery, Esquire, has this day been appointed a Committee on behalf of the European and North American Railway Company to make a settlement of

matters between said European and North American Railway Company and the European and North American Railway Company for Extension from Saint John Westward, and to make such arrangements in regard thereto as may be deemed proper, and may be agreed upon; and also further empowered to execute, on behalf of the European and North American Railway Company, all such instruments in writing, or papers, as may be found necessary to carry into effect and complete any and all such settlements or arrangements that may be made by him, under this authority, with the European and North American Railway Company for Extension from Saint John Westward, now therefore it is

Voted, That until such settlement of all matters and things between said two Railway Companies shall be made and the other acts and things closed, as contemplated and provided for in said vote, said Emery is hereby authorized to make all other arrangements relating to matters between said two Companies as may be deemed proper, and may be agreed upon, and to execute, on behalf of the European and North American Railway Company, all such contracts, or writings, or papers, as may be found necessary to carry into effect each and all the arrangements that may be made.

A true extract from the records of said European and North American Railway Company.

Attest,

NOAH WOODS, *Clerk.*

Balance of \$11,000 standing
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Bureau & Public Interest
An Extension from 1917
No

Receipt for deposit on 11/17/17
to be returned by applicant after
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being the report required on 11/17/17
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Table of Gradients of the Grand Southern
 This gradient station Branch Railway
 Chief Engineer
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STATION.			NUMBER.
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2385.40	2404.30	55.44	8
2378.30	2385.30	75	4
2313.50	2333.30	79.20	1
2295.30	2311.30	72.23	3
2285.30	2294.30	70.22	15
2274.30	2284	79.20	5
2224.30	2260	79.20	2
2216.30	2224.30	74.00	2

A.

Table of Gradients above 53 feet per Mile on the Grand Southern Railway
 This gradient of 52.80 per mile is the maximum grade adopted by the
 Chief Engineer of the Canadian Pacific and Intercolonial for the
 Railways.

STATION.		GRADE.	LENGTH.	STATION.		GRADE.	LENGTH.	
FROM	TO			FROM	TO			
2385.40	2404.30	55.44	feet per mile.	1900	feet.			
2378.30	2385.30	75	" "	700	" "			
2313.50	2333.30	79.20	" "	1980	" "			
2295.30	2311.30	72.23	" "	1600	" "			
2285.30	2294.30	70.22	" "	900	" "			
2274.30	2284	79.20	" "	970	" "			
2224.30	2260	79.20	" "	3570	" "			
2216.30	2224.30	74.00	" "	800	" "			
2210.30	2215.30	74.00	" "	500	" "			
2195	2205	79.20	" "	1000	" "			
2171	2187.30	60.72	" "	1630	" "			
2150.30	2160.30	68.64	" "	1000	" "			
2128	2150	79.20	" "	2200	" "			
2111	2125.30	79.20	" "	1430	" "			
1964	1965	79.20	" "	400	" "			
1959.30	1963.30	79.20	" "	400	" "			
1909.30	1931	74.00	" "	2170	" "			
1862	1883	79.20	" "	2100	" "			
1851.30	1862	72.33	" "	1070	" "			
1825.30	1850.50	79.20	" "	2520	" "			
1776	1801	55.00	" "	2500	" "			
1766.50	1774.30	79.20	" "	780	" "			
1757	1765.30	70.22	" "	830	" "			
1730.30	1755.30	63.36	" "	2500	" "			
1681	1716	79.20	" "	3500	" "			
1591	1608	74.45	" "	1700	" "			
1585	1590	73.92	" "	500	" "			
1551	1556	73.92	" "	500	" "			
1534	1545	79.20	" "	1100	" "			
1516	1525.50	79.20	" "	950	" "			
1470	1504	79.20	" "	3400	" "			
1400	1432	79.20	" "	3200	" "			
1319.50	1321	74.00	" "	1150	" "			
1309.50	1319	79.20	" "	950	" "			
1282	1292	79.20	" "	1000	" "			
1261	1280	77.61	" "	1900	" "			
1228	1259	79.20	" "	3100	" "			
1160	1175.50	79.20	" "	1550	" "			
1143	1149	79.20	" "	600	" "			
1135	1142	66.00	" "	700	" "			
1125.30	1133.50	72.33	" "	800	" "			
1093	1116	61.77	" "	2300	" "			
1078	1091.50	66.52	" "	1350	" "			
1030	1076	79.20	" "	4600	" "			
986	992	79.20	" "	600	" "			
950	963	79.20	" "	1300	" "			
939	947	77.08	" "	800	" "			
873	884	67.05	" "	1100	" "			
858	872	74.00	" "	1400	" "			
781	791	68.64	" "	1000	" "			
744	759	79.20	" "	1500	" "			
728	735	60.19	" "	700	" "			
690	701.50	79.20	" "	1150	" "			
658	669	62.30	" "	1100	" "			
631	639	59.13	" "	800	" "			
583	604	79.20	" "	2100	" "			
688	700	74.44	" "	1200	" "			
705	710	79.20	" "	500	" "			
722	726	66.00	" "	400	" "			
751	769	77.61	" "	1800	" "			
769	779	54.91	" "	1000	" "			
808	812	59.80	" "	400	" "			
819	824	68.64	" "	500	" "			
853	930	79.20	" "	7700	" "			
				930	940	75.50	feet per mile.	1000
				941	968	79.20	" "	2700
				1010	1020	79.20	" "	1000
				1044	1047	70.22	" "	300
				1057	1060	70.22	" "	300
				1088	1097.50	58.60	" "	950
				1105	1125	79.20	" "	2000
				1145	1175	75.20	" "	3000
				1178	1190	74.97	" "	1200
				1200	1211	62.30	" "	1100
				1220	1228	59.13	" "	800
				1255.50	1270.50	63.36	" "	1500
				1289	1295	73.39	" "	600
				1299	1310	76.03	" "	1100
				1313	1318.50	67.05	" "	550
				1318.50	1323.50	60.72	" "	500
				1337.50	1357.50	79.20	" "	2000
				1359	1374	79.20	" "	1500
				1397.50	1405.50	72.33	" "	800
				1422.50	1434.50	79.20	" "	1200
				1438.50	1446	71.28	" "	750
				568	576	59.13	" "	800
				559	563	67.58	" "	700
				542	544	79.20	" "	700
				519	528	76.03	" "	900
				404	415	57.02	" "	1100
				313.50	352	79.20	" "	3850
				254	262	74.44	" "	800
				228	245.50	75.50	" "	1750
				220	228	66.00	" "	800
				168	204	79.20	" "	3600
				153	166	74.44	" "	1300
				143	150	64.41	" "	700
				135	143	78.14	" "	800
				96	108	74.97	" "	1200
				87	90	70.22	" "	300
				22	33	79.20	" "	1100
				4	18	79.20	" "	1400
				0	9.50	74.97	" "	950
				12	26	79.20	" "	1400
				67.50	75.50	79.20	" "	800
				76.50	93	73.92	" "	1650
				124.30	133.50	60.19	" "	920
				362	369.50	73.92	" "	750
				403	410	71.80	" "	700
				458	472	75.50	" "	1400
				473.50	482	74.44	" "	850
				596	620	79.20	" "	2400
				650	658	79.20	" "	800
				1450	1475	71.80	" "	2500
				1501	1511	73.92	" "	1000
				1511	1525	79.20	" "	1400
				1534	1543	58.08	" "	900
				1543	1568	62.30	" "	2500
				1584	1596	64.94	" "	1200
				1601	1606	63.36	" "	500
				1614	1626.50	71.28	" "	1250
				1662	1679	71.28	" "	1700
				1682	1696	79.20	" "	1400
				1700	1710	79.20	" "	1000
				1716	1753	79.20	" "	3700
				1754	1763	70.22	" "	900

TOTAL, - - - 131770 feet.

Carried forward, - - - 131770 feet.

Equal to 33.44 miles, or about 41 4-5 per cent.

From 53 feet per mile to 70 feet per mile, - - - 6.80 miles.

From 70 feet per mile to 80 feet per mile, - - - 26.55 miles.

Of the maximum grade adopted on the Grand Southern Railway 79 20 feet per mile or 1½ feet per hundred, there are 17.06 miles.

The maximum grade on the Saint John and Maine is 60 feet per mile for about half a mile.

Grand Southern Railway.
 am grade adopted by the
 Intercolonial for these

B.
**Summary of Structures on the Grand Southern
 Railway between the Carleton Branch Railway
 and the Saint Stephen Railway.**

GRADE.	LENGTH.	STRUCTURES.	DIMENSIONS.	NUMBER.
<i>Brought forward,</i>	131770 feet.	Open Culverts,	3 feet opening,	8
75.50 feet per mile.	1000 "	do do	4 " "	4
79.20 " "	2700 "	do do	5 " "	1
79.20 " "	1000 "	do do	6 " "	3
70.22 " "	300 "	do do	10 " "	15
70.22 " "	300 "	do do	15 " "	5
58.60 " "	950 "	Bridges,	16 " Span,	2
79.20 " "	2000 "	do	24 " "	2
75.20 " "	3000 "	do	30 " "	2
74.97 " "	1200 "	do	40 " "	1
62.30 " "	1100 "	do	50 " "	3
59.13 " "	800 "	do	60 " "	2
63.36 " "	1500 "	do	75 " "	1
73.39 " "	600 "	do	80 " "	1
76.03 " "	1100 "	do	100 " "	1
67.05 " "	550 "	Bridge,	2 Spans, 116 feet each,	2
60.72 " "	500 "	Draw Bridge,	2 Openings, 45 feet each,	Total length, 112 ft.
79.20 " "	2000 "	Pile Bridge,	120 Feet,	1
79.20 " "	1500 "	Trestle Bridges,	Without stated dimensions,	2
72.33 " "	800 "			
79.20 " "	1200 "			
71.28 " "	750 "			
59.13 " "	800 "			
67.58 " "	700 "			
79.20 " "	700 "			
76.03 " "	900 "			
57.02 " "	1100 "			
79.20 " "	3850 "			
74.44 " "	800 "			
75.50 " "	1750 "			
66.00 " "	800 "			
79.20 " "	3600 "			
74.44 " "	1300 "			
64.41 " "	700 "			
78.14 " "	800 "			
74.97 " "	1200 "			
70.22 " "	300 "			
79.20 " "	1100 "			
79.20 " "	1400 "			
74.97 " "	950 "			
79.20 " "	1400 "			
79.20 " "	800 "			
73.92 " "	1650 "			
60.19 " "	920 "			
73.92 " "	750 "			
71.80 " "	700 "			
75.50 " "	1400 "			
74.44 " "	850 "			
79.20 " "	2400 "			
79.20 " "	800 "			
71.80 " "	2500 "			
73.92 " "	1000 "			
79.20 " "	1400 "			
58.08 " "	900 "			
62.30 " "	2500 "			
64.94 " "	1200 "			
63.36 " "	500 "			
1.28 " "	1250 "			
1.28 " "	1700 "			
9.20 " "	1400 "			
9.20 " "	1000 "			
9.20 " "	3700 "			
0.22 " "	900 "			

C.
**Summary of Culverts on Grand Southern Rail-
 way between Carleton Branch Railway and
 St. Stephen Railway, including Drains.**

STRUCTURE.	DIMENSIONS.	NUMBER.
Drains,	Not described,	18
Culverts,	Without Dimensions,	33
Box Culverts,	1 foot by 1 foot,	2
do	1½ feet by 1½ feet,	76
do	2 " " 1 " "	1
do	2 " " 1½ " "	2
do	2 " " 2 " "	35
do	2 " " 2½ " "	6
do	2 " " 3 " "	6
do	2½ " " 2½ " "	15
do	3 " " 4 " "	1
do	3 " " 1½ " "	8
do	4 " " 2½ " "	3

NOTE.—The dimensions stated refer to the size of the opening of the Culverts. The lengths are not given and will depend, in each case, upon the height of the embankments under which they are placed.

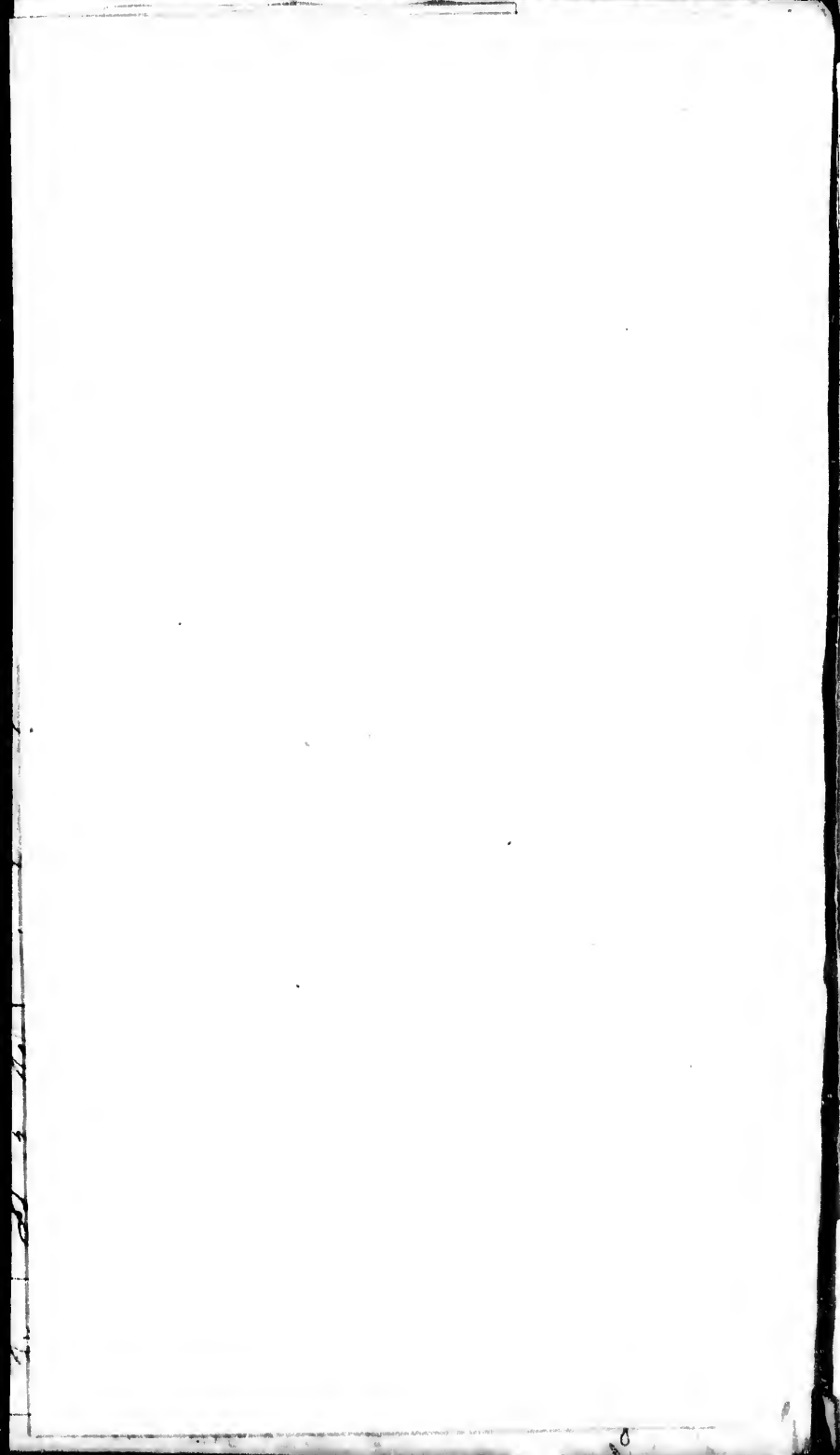
TOTAL, - - 176570 feet.

6.80 miles.

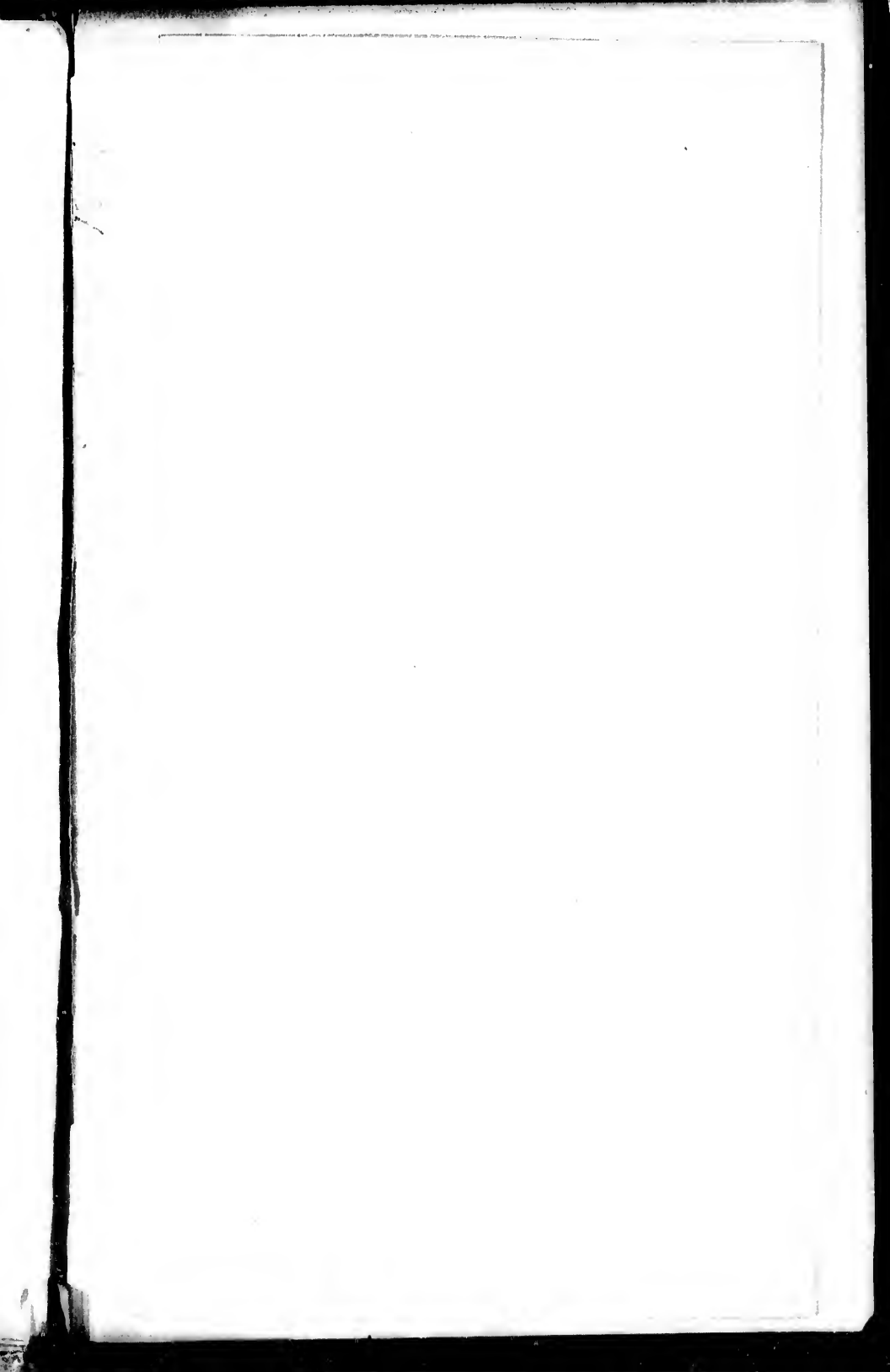
26.55 miles.

in Railway 79.20 feet per

60 feet per mile for about



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Maine Railway,

B.

of the Grand Southern Railway, I have now to report the result of my inspection. On Branch Railway, about a mile and a half from the City of St. John to the St. Stephen Town of St. Stephen, on the St. Croix River. From St. John, westward to the Province of New Brunswick, being no where more than a few miles from the miles, and the country, for almost the entire distance is sparsely settled, and only two Saw Mills, which, during the entire time they can be operated, have water in St. George to St. Stephen the country is somewhat better, but the population being establishments along the line of Railway, other than those at Musquash and on which they are located than the Railway location, and would continue, thereon by Railway. No traffic could therefore be expected from this source. In Red Granite, which are being worked to some extent by some three or four Com-time Provinces, is very limited, and the production for western markets in the which the facilities are good, and freights cheap.

It will be necessary to bear in mind that the present grading and masonry at it is now the intention to make the gauge the standard American one, of four

feet. In the Grand Southern Railway, I shall refer in their order to its alignment, its gradients, the masonry, the superstructure for open culverts and bridges, and finally the preparations

for sharp curves. There are on the trunk line a number of eight degree curves, and these sharp curves occurring on some of the heaviest and steepest grades.

A necessarily large proportion of steep grades. These must, of themselves, make the section with the sharp curves, must largely increase the expense. I have appended to the mile, from which it will be seen that they embrace no less 41 4-5 per cent. of the distance between 53 feet to the mile and 70 feet to the mile, while the large number of miles - six and a half miles no less than seventeen miles or 25 1/4 per cent. are of the distance these heavy grades are from three quarters of a mile to two miles in length, and should be completed. It may be added that these grades are in both directions

and with few exceptions the larger embankments were low and narrow, even for a mile never been finished, while others have been materially injured by water pouring embankment have been carried away by freshets in the adjacent streams. Some are six feet six inches in width, and had become so rounded by constant wearing away upon them, before it will be safe to lay track upon them. The almost entire surface water to flow into the cuttings, materially damaging them, and carrying

away. I measured some that were little over ten feet, and very rarely were they more which they rendered dangerously "blind." Most of them will require to be widened. In some places where the grading was considered completed I found the same, notably for some distance east of New River, no grading had been attempted. It is my intention, to complete the grading and fit it for a permanent track of four feet eight

inches. Such as Box Culverts and Beam Culverts, of narrow opening, was flimsy and had already fallen in, and I was told of others, which I could not see, that would have failed. I saw some abutments of bridges of fifteen or sixteen feet span which were from only six feet wide. These were laid dry and by no means substantial. The question is whether there was a full bed or merely a "hipping." I saw several instances, of leaving joints from half an inch to an inch and a half in thickness.

I looked for either the smaller or larger structures. For many of the open culverts the masonry intended for the narrow gauge, as were also the framed cattle guards. But so the superstructure of ten feet span and upwards, save in two instances, and in one of which I appended a list of open culverts and Bridges marked "B" taken from official plans, and the length of superstructures that will be required. The bridge superstructure is to

be of the same material as marked "C" taken from the same source. There have been some changes on the list of these on the list have yet to be built in places where they are absolutely

needed. By the delivery of a considerable number of sleepers or ties along the line. The masonry on the line for two years and are now being distributed. Having been intended for it is, therefore, doubtful if the Contractor will be allowed to use them for the masonry delivered along the line, but as it is of the softer and cheaper kinds, it is of no

great value. In cordwood by contract, I found at work along the line some six or seven men, and four men at work building the masonry of a bridge abutment at Clarence

and that while the traffic of the Grand Southern Railway must be of the most limited character of amount as would justify investment upon the strength of it.

I am, Sir, yours very truly,

S. PARKER TUCK, C. E.

