

C A P . X X .

An Act to amend the Lower Canada Municipal and Road Act of 1855, and to authorize the organization of a Municipal Council in the Village of St. Jérôme.

[Assented to 16th May, 1856.]

WHEREAS the Village of St Jérôme has been erected into a Municipality, and the inhabitants of the place have expressed a desire to enjoy, immediately, the advantages of Municipal government, and it is expedient that the Legislature should come to their aid in the matter: Therefore, Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows :

Preamble.

I. The Proclamation erecting the said Village into a Municipality shall take effect from the first day of July next, and thenceforth the Municipal Council for the Village of St. Jérôme shall be organized in virtue of, and in the manner provided by the Lower Canada Municipal and Road Act of 1855, more particularly by sections twenty-seven, twenty-eight, twenty-nine, thirty, and thirty-one of the said Act.

Proclamation erecting the Village to take effect from 1st July, 1856.

II. This Act shall be a Public Act.

Public Act.

C A P . X X I .

An Act to incorporate the Buffalo and Lake Huron Railway Company with power to purchase from the Buffalo, Brantford and Goderich Railway Company their line of Railway, and for other purposes.

[Assented to 16th May, 1856.]

WHEREAS the Buffalo, Brantford and Goderich Railway Company have become embarrassed and unable to complete the remaining portion of their line of Railway between the Village of Paris and the Town of Goderich, and the completion of the said portion, and the more perfect finishing and equipment of the portion from Fort Erie to Paris, are highly desirable and will be of great advantage to that part of this Province through which the line of the said Railway is located, and to the Province generally ; And whereas the persons herein-after named together with others, have associated themselves together for the purpose of purchasing from the said Buffalo, Brantford and Goderich Railway Company, the whole of their Railway, whether already made, or heretofore authorized to be made, and the lands and hereditaments acquired by them for the making and completion thereof, and all the rights, privileges, rolling and other stock, buildings and appurtenances thereunto belonging, and all other the property of the same Company, whether

Preamble.

whether

whether situate in Canada or elsewhere, and for the purpose of completing and working the Railway, which Railway is, when completed, intended to extend from Fort Erie to Goderich; And whereas Robert Hilario Barlow, late of England, and now of Brantford, Esquire, on behalf of the said persons, has entered into an agreement, bearing date the eleventh day of February, in the year of our Lord, one thousand eight hundred and fifty-six, with the said Buffalo, Brantford and Goderich Railway Company, for the purposes aforesaid, by and with the approval of the Shareholders of the said Company, testified by a majority of votes at a special meeting of such Shareholders, held at Stratford, in the county of Perth, on the nineteenth day of December, one thousand eight hundred and fifty-five; And whereas the said persons hereinafter mentioned, or some of them, on behalf of themselves, and the others, have petitioned to be incorporated: Therefore, Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows:

Certain persons incorporated.

I. Charles Mackirdy, Henry Robarts, Thomas Wilde Powell, Henry W. Andrews, Henry Beardshaw, William Baines, Joseph Goodwin Kershaw, H. Grisewood, W. O. Dodgin, John Proctor, Joseph Curling, Jacob Hulle, Jr., John Wilton, Robert Hilario Barlow, Adolphus Frederic Slade, and Edward Heseltine, together with such persons as have already become, or shall, under the provisions of this Act, become subscribers to, or proprietors of any share or shares in the said undertaking, and their several and respective executors, administrators, curators or assigns, being proprietors of any share or shares in the said undertaking, shall be, and are hereby united into a Company for purchasing, completing, maintaining, working and managing the said Railway, and shall, for that purpose, be a body corporate and politic, by the name and style of the "Buffalo and Lake Huron Railway Company;" and the said Company shall be, and are hereby authorized and empowered, from and after the passing of this Act, by themselves, their deputies, agents, officers, workmen and servants, to make, complete, maintain, work and manage for their own use and benefit the said Buffalo, Brantford and Goderich Railway.

Corporate name and style.

Liability of Shareholders limited, and Capital Stock.

II. No shareholder shall be liable for the debts or liabilities of the Company, or for any other purpose beyond the amount, for the time being, not paid up in respect of the shares held by him or them in the Company. The capital stock of the said Company shall be Five hundred thousand Pounds, currency, to be divided into twenty thousand shares of twenty-five pounds currency, or twenty pounds ten shillings sterling, each; Provided always, that it shall be lawful for the said Company to increase the said capital stock to any sum not exceeding in the whole two million pounds currency, as hereinafter provided.

Proviso.

Transfer of Railway, and

III. From and after the delivery by the said Buffalo, Brantford and Goderich Railway Company to the said Buffalo and Lake

Lake

Lake Huron Railway Company, of the said line of Railway, and the acceptance thereof by them, or any part thereof in the name of the whole, in pursuance of the said agreement, the said Railway shall be known as and called the "Buffalo and Lake Huron Railway;" and the said Railway and all the property, whether the same be real or personal, and whether situate in Canada or elsewhere, of the said Buffalo, Brantford and Goderich Railway Company, shall become and be the property of the said Buffalo and Lake Huron Railway Company and their successors and assigns, subject to the payments mentioned in, and to be made in accordance with the above mentioned agreement; and it shall and may be lawful for the said Buffalo and Lake Huron Railway Company, if they think fit, to enforce all or any contracts or agreements made or entered into by any person or persons, or body corporate whatsoever, with the said Buffalo, Brantford and Goderich Railway Company, respecting any land or lands required by the said Company for the purposes of the said Railway; and they may sue in all Courts on any such contract, in their corporate name, as if such contract had been originally entered into by and with the said Buffalo and Lake Huron Railway Company; Provided always, that whenever the said Buffalo and Lake Huron Railway Company shall elect to enforce any such contract or agreement, they shall be liable thereon to the same extent that the said Buffalo, Brantford and Goderich Railway Company would be, were they enforcing the same.

conditions thereof.

Proviso.

IV. The *bonâ fide* holders of bankers' receipts or provisional certificates for deposits made on shares already subscribed for in the said Buffalo and Lake Huron Railway Company, (heretofore also called the Lake Huron and Buffalo Railway Company,) shall on producing such receipts or certificates to the Secretary of the said Company, be entitled to be entered and registered in the books of the said Company as holders of the number of shares mentioned in such receipts or certificates; and shall thereupon have and enjoy all the rights and privileges, and shall be subject to all the liabilities of shareholders in the said Company.

Provisional certificates to be evidence of amount of Stock held.

V. It shall be lawful for the Directors of the said Company to dispose of, allot and assign, to such persons, at such times and in such manner as they shall think most for the advantage of the said Company, all such shares as shall not be subscribed for or taken at the time of the passing of this Act, and they shall deliver certificates under the common seal of the said Company, to the person or persons to whom they shall so dispose of, allot or assign such shares, of the number of shares so allotted to such person or persons respectively, and such person or persons shall then be the legal owner or owners of such shares, and invested with all the rights and subject to all the liabilities of shareholders in respect of such shares.

Shares not subscribed for how to be disposed of.

Capital Stock may be increased with the sanction of two-thirds of Shareholders.

How such increased Capital may be raised.

Proviso :

Priority of claims of present Bondholders secured.

VI. In case it shall be deemed expedient by the said Buffalo and Lake Huron Railway Company at any time or times hereafter to increase the capital of the said Company, such increase may at any time, or from time to time be effected to any extent not exceeding in the whole two million pounds, currency, by resolutions of the Directors of the said Company, sanctioned and approved by two-thirds at least of the votes of the shareholders present in person or by proxy at a general meeting of the shareholders, convened with special notice of such intended increase, or at any special meeting called for the purpose of sanctioning such increase; and the further capital so authorized may be raised by bond or mortgage upon the property of the said Company or any part thereof, or by the issue of new shares of such denominations and with such privileges as to priority of dividend or otherwise, and upon such terms and conditions, and at such times and to such persons, and in such manner as the shareholders so present, in person or by proxy, at any such meeting, shall by the like proportion of votes approve or direct; Provided that no bond, mortgage or issue of new shares, or any agreement made under this Act, or any thing contained in this Act, shall affect or impair the priority of the Provincial claim for any Provincial Loan or guarantee given to the said Buffalo, Brantford and Goderich Railway Company, or the security by mortgage bonds now held by any individual or body corporate upon the said Railroad, already given by the said Buffalo, Brantford and Goderich Railway Company, or which shall hereafter be given by the said Buffalo and Lake Huron Railway Company, without the consent in writing of such individual or body corporate; but such loan, guarantee or mortgage bonds shall become obligatory and of force according to the purport, conditions and tenor thereof, upon the said Buffalo and Lake Huron Railway Company, in the same manner and with the same force and effect as if the said loan, guarantee or mortgage bonds had been originally made and executed by and in the name of the said Company.

Directors, their number and manner of election.

Proviso : as to qualification.

Proviso, Quorum.

VII. The Directors of the said Company shall be nine in number, and shall be elected from among the shareholders of the said Company at a general meeting of such shareholders, to be holden on the first Wednesday in September in each year, at Brantford, in the County of Brant, and shall hold office from the time of their election until the first Wednesday in the month of September next following, and from thence until the election of their successors; Provided always, that no one shall be eligible to be elected as a Director of the said Company unless he be the holder of twenty-five shares of the capital stock of the said Company if resident in Canada or Buffalo, or within twenty miles of the boundary of Canada, and fifty shares of the said stock if resident elsewhere out of Canada; And provided also, that no person shall, by virtue of any office held by him in any municipality or otherwise, be

ex officio a Director of the said Company; And provided also, that five Directors, including such as may vote by proxy as hereinafter provided, shall be a quorum and shall exercise all or any of the powers vested in the said Directors, provided that not less than three Directors be personally present; And provided also, and it is hereby enacted, that the Directors of the said Company may vote by proxy, such proxies being themselves Directors and appointed in the following form or to the like effect:

Proviso: excluding *ex officio* Directors.

Directors may vote by proxy, such proxies being themselves Directors.

“ I hereby appoint _____ of _____ Esquire, one of the Directors of the Buffalo and Lake Huron Railway Company, to be my proxy as a Director of the said Company, and as such proxy to vote for me at all meetings of the Directors of the said Company, and generally to do all that I could myself do as such Director if personally present at any such meeting.

(Signature.) A. B. ”

VIII. Any person being otherwise duly qualified may be appointed a Director, notwithstanding he may be an alien.

Aliens may be Directors.

IX. It shall and may be lawful for the Directors of the said Company from time to time to call in and demand payment from the shareholders of the said Company, of all such sum or sums of money as shall be unpaid on the shares held by them respectively in the said Company, at such time and times and in such payments or instalments as the said Directors shall deem proper, by notice requiring such payment, to be published four successive weeks previous to the time fixed for such payment, once at least in each week in some newspaper published in the towns of Brantford, Stratford and Goderich, and also in the *London Times*, England, or in some other morning paper published in London, England; Provided always, that no more than five pounds sterling on each share shall be made payable at any one time, nor more than ten pounds ten shillings sterling in any one year, exclusive of, and in addition to the five pounds ten shillings deposit on shares already paid in or which shall be hereafter paid in or received on any of the twenty thousand shares, original capital of the said Company; And provided also, that the publications of such notice as aforesaid in the *London Times*, England, or in some of the morning papers published in London, England, shall be sufficient notice of such calls to shareholders residing in England, and the publication thereof in some newspaper published in the said towns of Brantford, Stratford and Goderich as aforesaid, shall be sufficient notice of such calls to shareholders residing in Canada or elsewhere out of England; And provided also, that the production of any such newspaper containing the said notice for four successive weeks as aforesaid shall be *prima facie* evidence, and shall be received as such in all Courts and other

Manner of calling in instalments on shares.

Proviso: as to amount of instalments.

Proviso: as to Notice.

Proviso: Evidence of calls.

other

other places of the due making of such calls and the due publication of such notice.

General meet-
ings of the
Company.

Noticethereof.

Proviso.

X. General meetings of the shareholders of the said Company shall be held half-yearly at such place as the Directors of the said Company shall from time to time appoint, on the first Wednesday in March and September in each year, and notice of such meeting shall be given in the *Canada Gazette*, and in one newspaper of Upper Canada, published in some city, town or village through or near to which the said Railway shall pass, and also once in the *London Times*, England, or in some other morning paper published in London, England, at least one calendar month before the day appointed for such meeting, and continued not less than once a week in the Canadian papers up to and including the week next before that in which such meeting shall be held; and also notice of such meeting shall be mailed to the address of each shareholder of the said Company at least twenty-one days before such meeting; Provided always, that the omission to mail such notice shall not vitiate or render void such meeting, or any act, matter or thing done or transacted thereat.

Special meet-
ings when and
how called.

Proviso.

XI. Special meetings of the shareholders of the said Company shall or may be called for considering the affairs of the said Company or doing any act, matter, or thing relating thereto, from time to time, as occasion shall or may seem to require, by notice showing the object and purpose of such special meeting, to be given by three Directors of the said Company, whatever number of shares they may hold, or by five or more shareholders, holding altogether not less than one thousand shares in the said Company, to be mailed and published in the same manner as above provided in respect to notices of general meetings; Provided always, that the omission to mail such notice shall not vitiate or render void such meeting or any act, matter or thing done or transacted thereat.

Scale of votes
at meetings of
Shareholders.

XII. Any party or parties, or body corporate, holding stock in the said Buffalo and Lake Huron Railway Company to the amount of one hundred shares, or any amount less than one hundred shares, shall at any general or special meeting of shareholders, have one vote for each share up to and including one hundred shares, and for any amount over one hundred shares and not over six hundred shares, one vote for each share up to and including one hundred shares, and one additional vote for every two shares over the first one hundred shares, and for any amount over six hundred and not over one thousand five hundred shares one vote for every share up to and including one hundred shares, and one additional vote for every two shares over the first one hundred shares and up to and including six hundred shares, and one additional vote for every three shares over six hundred shares, and for any amount exceeding one thousand five hundred shares one vote for every share up to and including

including one hundred shares, and one additional vote for every two shares over the first one hundred shares and up to and including six hundred shares, and one additional vote for every three shares over six hundred shares up to and including one thousand five hundred shares, and one additional vote for every four shares over one thousand five hundred shares.

XIII. Duplicates of all registers and debentures of the Company and of the Lists of the shareholders thereof or of the stock register which shall at any time be kept at the principal office of the Company in this Province, (such duplicates being authenticated by the signature of the Secretary or principal officer of the said Company in this Province), may be transmitted to and kept at any office of the said Company opened in the city of London, England.

Duplicates of Registers may be kept in England, &c.

XIV. Whenever any transfer shall be made in England or other part of Great Britain or Ireland of any share or stock of the Company, the delivery of such transfer, duly executed, to the Secretary or other officer of the said Company, for the time being authorized by the said Company to receive such transfer in London aforesaid, shall be sufficient to constitute the transferee or transferees, a shareholder or shareholders in the said Company, in respect of the share or stock so transferred, and such Secretary or other officer as aforesaid shall transmit an accurate list of all such transfers to the Secretary or other principal officer of the said Company in this Province, who shall thereupon make the requisite entries respecting such transfer in the register kept in this Province, and the Directors may from time to time make such regulations as they shall think fit for facilitating the transfer and registration of shares or stock, as well in this Province as elsewhere, and as to the closing of the register or transfer for the purpose of dividend, as they may find expedient, and all such regulations not being inconsistent with the provisions of the Railway Clauses Consolidation Act as altered or modified by this Act, shall be valid and binding.

Transfers of shares in Great Britain may be executed before Local Secretary.

XV. Any party entitled to any debenture of this Province issued to the Company, or to any bond or debenture of the Company, may transfer his right and interest in any such bond or debenture, and in the principal and interest monies secured thereby, to any other person by the delivery of such bond or debenture with the coupons or interest warrants attached thereto, without the necessity of a deed or instrument in writing for the purpose of effecting such transfer.

Bonds or Debentures transferable by delivery.

XVI. It shall be lawful for the said Company to exercise and enjoy the right of ferrying across the Niagara River at or near Fort Erie, and they may build, purchase, charter, hold, navigate, and work steamers and other vessels and craft, either as ferry boats for the conveyance of freight and passengers across the Niagara River, at or near Fort Erie Rapids, to and from

Company to have rights of ferry at certain places.

from the United States, or for the conveyance of freight and passengers to and from Goderich on Lake Huron, or to and from any other port or place, and may dispose of such steamers, vessels or craft as they shall deem expedient, and may acquire others in their stead, and may establish, demand and take tolls and fees for the conveyance of goods and passengers or other services performed by or with such steamers, vessels or craft either on the said Niagara River, or Lake Huron or elsewhere ; Provided always, that the said privileges of ferry on the Niagara River shall be exercised and enjoyed subject to the conditions and restrictions, and according to the terms mentioned and contained in the lease of the said ferry to the said Buffalo, Brantford and Goderich Railway Company ; Provided that the declarations, oaths, or other acts necessary to effect a registration of any such vessel by or in the name of the said Company, may be made or done by the Secretary or other officer of the Company.

Proviso.

Proviso.

Company may construct temporary buildings of wood, on certain conditions.

Proviso.

Proviso.

XVII. The said Company may construct any temporary buildings required for the purpose of more conveniently carrying on their works or any of them, of wood or other materials, notwithstanding any such buildings may be within the limits of any Municipality and the construction or building the same of such materials shall be contrary to and in violation of any By-law or By-laws of any such Municipality ; Provided always, that any such building when contrary to such By-law or By-laws shall not be intended as a permanent building or be allowed to remain after the completion of the works for carrying on which the same shall be erected ; And provided also, that any such building shall not, without the consent of such Municipality, be constructed at a less distance than one hundred yards from any neighbouring building, except such neighbouring building belongs to the Company.

A certain agreement for purchase of Railway authorized and confirmed.

Its effect, and how it shall be executed.

XVIII. The said agreement recited at full length in Schedule B to this Act annexed, of the eleventh day of February in the year of our Lord one thousand eight hundred and fifty-six, and the purchase of the said Railway intended thereby, and all other property and privileges of what kind or nature soever mentioned or referred to or intended to be included in the said agreement and in the schedules therein or thereunder written or thereto annexed, are hereby legalized and confirmed ; and the said agreement shall and may be read, construed, and taken in all Courts of law and equity and elsewhere, as if the same had been made in the name of and by and between the said Buffalo and Lake Huron Railway Company and the said Buffalo, Brantford and Goderich Railway Company after the incorporation of the said Buffalo and Lake Huron Railway Company, and as if both Companies had been legally authorized to enter into such agreement ; and the said Railway and all and singular the lands, right of way, and other property, of what kind or nature soever

soever, of the said Buffalo, Brantford and Goderich Railway Company in the said agreement or the schedules therein or thereunder written or thereto annexed mentioned, together with all and singular the appurtenances to the said Railway, lands and other property belonging, shall, upon, from and after the said Buffalo and Lake Huron Railway Company shall take possession under the said agreement of the said Railway and other property, or any part thereof, in the name of the whole, become and be vested in the said Buffalo and Lake Huron Railway Company, their successors and assigns for ever, subject to the payments, terms and conditions mentioned in the said agreement by the said Buffalo and Lake Huron Railway Company, to be made, observed and kept; and subject also to the rights and claims of the holders of mortgage bonds granted by the said Buffalo, Brantford and Goderich Railway Company, and referred to in the said agreement, and to all judgments recovered before the passing of this Act against the said Buffalo, Brantford and Goderich Railway Company, and so registered as to constitute by law a lien upon the lands of the said Buffalo, Brantford and Goderich Railway Company, and not discharged or otherwise satisfied before the said Buffalo and Lake Huron Railway Company shall take possession of the Railway, and to all claims of this Province against the said Buffalo, Brantford and Goderich Railway Company; Provided always, that nothing herein contained shall relieve the said Buffalo, Brantford and Goderich Railway Company from the performance of their covenant or agreement with the said Buffalo and Lake Huron Railway Company, to transfer and deliver the said Railway and every thing appertaining thereto to the said Buffalo and Lake Huron Railway Company, free from all incumbrances which the said Buffalo and Lake Huron Railway Company have not expressly agreed to adopt, discharge or satisfy, according to the terms of the said agreement.

Rights of holders of mortgage bonds saved.

Provido.

XIX. And whereas the said Buffalo, Brantford and Goderich Railway Company are indebted to certain bondholders in the sum of three hundred thousand pounds, or some part thereof, and the principal and interest due on such bonds are secured by a certain indenture of mortgage, dated the first day of June, one thousand eight hundred and fifty-four, made by the said Buffalo, Brantford and Goderich Railway Company to James Kerby, of the Town of Brantford, Esquire, David Christie, of the Township of South Dumfries, Esquire, and Myron P. Bush, of the City of Buffalo, in the State of New-York, Merchant; And whereas there are arrears of interest due on some of the said bonds from the first day of June, one thousand eight hundred and fifty-five, and on certain other of the said bonds from the first day of December, one thousand eight hundred and fifty-five, by reason whereof the powers reserved by the said indenture of mortgage of the first day of June, one thousand eight hundred and fifty-four, for enforcing the payment of the principal

Recital.

Certain persons on behalf of bondholders authorized to confirm the sale of said Railway.

principal and interest due on such bonds, by sale of the said Railway, are liable to be exercised, but the holders of such bonds have agreed to forbear exercising such powers in consequence of the arrangements entered into by the Buffalo and Lake Huron Railway Company and the said Buffalo, Brantford and Goderich Railway Company; Therefore, it shall be lawful for the said James Kerby, David Christie, and Myron P. Bush, or any two of them, at the request of bondholders holding bonds, in the aggregate for not less than thirty thousand pounds, the interest whereof is in arrears as aforesaid, by any deed or deeds, or instrument or instruments in writing, to ratify and confirm the said purchase by and sale to the said Buffalo and Lake Huron Railway Company, or other person or persons, of the said Railway and premises, or if it shall happen that the said purchase and sale shall not take effect, through the default of the said Buffalo, Brantford and Goderich Railway Company to carry out the said agreement and without any fault or failure on the part of the said Buffalo and Lake Huron Railway Company, and if the said Buffalo and Lake Huron Railway Company shall not take possession of the Railway and premises under the said agreement of the eleventh day of February, one thousand eight hundred and fifty-six, it shall be lawful for the said James Kerby, David Christie, and Myron P. Bush, or any two of them, by any deed or deeds, instrument or instruments in writing to enter into any agreements which may be agreed upon between the said James Kerby, David Christie, and Myron P. Bush, or any two of them, and the said Company, or any body corporate, person or persons, for satisfaction of, or compounding for, the principal and interest for the time being, due in respect of the said bonds, either in consideration of a principal sum or principal sums, or in consideration of any annuity or annuities, to be granted or secured by the said Company, body corporate, person or persons, or partly by one mode and partly by the other; And it shall be lawful for the said James Kerby, David Christie, and Myron P. Bush, or any two of them, to sell and convey to the said Company, body corporate, person or persons, and for the said Company, body corporate, or other person or persons, to purchase and take the said Railway and premises, and in case of any such confirmation or sale and purchase as aforesaid, as the case may be, the Company, body corporate, person or persons, as the case may be, shall, thereupon, have and hold the said Railway and premises in the same manner and under the same title thereto, and with the same rights and privileges as they would have held the same, if the Railway and premises had been legally sold, under the powers of the said indenture of mortgage, for a consideration of money, and the Company, body corporate, person or persons, had been legally authorized to purchase, and had purchased the same for a consideration in money from the said James Kerby, David Christie, and Myron P. Bush, or any two of them, in pursuance of the terms of the said indenture

of the first day of June, one thousand eight hundred and fifty-four; and any such purchaser or purchasers thereby acquiring the said Railway and premises shall and may exercise, have and enjoy all the rights, powers and privileges in, over, and in respect of such Railway and premises as the Buffalo, Brantford and Goderich Railway Company had they retained the said Railway and premises could or might have done; Provided always, that nothing done by the said James Kerby, David Christie, and Myron P. Bush, or by any or either of them, as such mortgagees or trustees, under the authority of any thing in this Act contained, or any thing done by them, or any or either of them, as such trustees or mortgagees, shall be construed to render them in any way personally responsible.

Proviso.

XX. And in the event of the said Buffalo, Brantford and Goderich Railway Company refusing or failing to carry out the said agreement of the eleventh day of February, one thousand eight hundred and fifty-six, and if the said Railway shall be sold at the instance of the holders of Bonds of the said Buffalo, Brantford and Goderich Railway Company, or other person or persons, or otherwise howsoever, it shall and may be lawful for the said Buffalo and Lake Huron Railway Company to purchase the said Railway and premises, and every thing appertaining thereto; and the said Buffalo and Lake Huron Railway Company, or other person or persons shall, in the event of their becoming purchasers of the said Railway, have all the powers, rights and privileges of the said Buffalo, Brantford and Goderich Railway Company, and conferred on the said Buffalo and Lake Huron Railway Company by this Act.

In the event of Buffalo, Brantford and Goderich Railway being sold, Company may become purchasers.

XXI. It shall and may be lawful for the Directors of the said Buffalo, Brantford and Goderich Railway Company and of the said Buffalo and Lake Huron Railway Company respectively, from time to time, to make any further agreement with respect to the claims of the said Companies respectively against each other, or in respect to the mode or terms of payment mentioned in the said hereinbefore recited agreement, or the immediate sale of, or compounding for a sum in gross in lieu of the sums or any of them payable annually by the said agreement.

Further agreements may be entered into touching claims of Companies respectively.

XXII. Any copy or extract from the said above mentioned agreement, or of, or from any agreement that shall at any time hereafter be made between the said Companies as aforesaid, or of, or from any deed for the purchase of the said Railway, or of, or from any proceedings of the Directors or Shareholders of either Company with reference to such agreement or purchase, certified to be a true copy or extract by the Secretary or principal officer of the said Buffalo and Lake Huron Railway Company for the time being, and bearing the corporate seal of the said

Extracts duly authenticated from said agreements to be *prima facie* evidence.

said Company, shall be *prima facie* evidence of such agreement, deed or proceedings, or of the part thereof set forth in such extract, in all Courts of Law and Equity and elsewhere.

Company empowered to impose tolls, &c.

XXIII. It shall and may be lawful for the said Buffalo and Lake Huron Railway Company to charge, impose, receive and take tolls upon the said Railway, for the conveyance of passengers and freight at the same rate per mile or other distance, as fixed and determined by the said Buffalo, Brantford and Goderich Railway Company, and to exercise, use, adopt and put in force all or any of the powers, privileges and By-laws of the said Buffalo, Brantford and Goderich Railway Company, until the said rate of tolls, powers, privileges and By-laws shall be altered or changed by any By-law or By-laws of the said Buffalo and Lake Huron Railway Company.

Power to Municipalities, &c., to transfer shares in former Company to this Company.

XXIV. It shall and may be lawful for any Municipality or body corporate holding bonds of the said Buffalo, Brantford and Goderich Railway Company, to sell or transfer such bonds to the said Buffalo and Lake Huron Railway Company, upon such terms and conditions as may be agreed upon between such Municipality or body and the said Buffalo and Lake Huron Railway Company.

Company may purchase and resell bonds or shares of former Company.

XXV. It shall and may be lawful for the said Buffalo and Lake Huron Railway Company, notwithstanding any Act or law to the contrary, to purchase, receive and hold any bonds of the said Buffalo, Brantford and Goderich Railway Company, held by any person or persons, Municipality or body corporate whatsoever, and to resell or transfer the same to any person or persons whomsoever, and while the said Buffalo and Lake Huron Railway Company shall be the holders of any such bonds, they shall have all the rights and privileges, and be subject to all the liabilities incident to the said bonds and the holders thereof.

Company may pay interest on shares out of the paid up Capital until completion of Railroad.

XXVI. It shall and may be lawful for the said Buffalo and Lake Huron Railway Company to pay interest at any rate not exceeding the rate of six per cent. per annum to the shareholders, on the amount paid up on their shares out of the paid up capital of the said Company, until the said Railway shall be completed; such interest to accrue and be paid at such times and places as the Directors of the said Company shall appoint for that purpose; Provided always, that no interest shall accrue to the proprietors of any share upon which any call shall be in arrears, in respect of such share or any other share held by the same shareholder during the period for which such call shall remain unpaid.

Proviso.

Time for completion of works extended.

XXVII. The time limited to the said Buffalo, Brantford and Goderich Railway Company, for the completion of the said Railway to Goderich is hereby extended to two years from the time

time at which the Buffalo and Lake Huron Railway Company shall be put in possession of the Railway and lands under the terms of the said agreement of the eleventh day of February, one thousand eight hundred and fifty-six; and the said Buffalo and Lake Huron Railway Company shall and may complete that portion of the said Railway which has not been completed by the said Buffalo, Brantford and Goderich Railway Company, notwithstanding the failure of the Buffalo, Brantford and Goderich Railway Company to comply with the requirements of the fifteenth Section of the Act passed in the sixteenth year of Her Majesty's Reign, and intituled, *An Act to authorize the Brantford and Buffalo Joint Stock Railway Company to construct a Railway from Fort Erie to Goderich*; and the said Buffalo and Lake Huron Railway Company shall have, exercise and enjoy all the rights, liberties, and privileges that the said Buffalo, Brantford and Goderich Railway Company might have enjoyed with respect to the constructing, completing or working of the said Railway, and every thing necessary or incident to the construction, completion, or working of the said Railway, had the requirements of the said last mentioned Act been complied with; any thing in the said last mentioned Act to the contrary thereof notwithstanding.

16 V. c. 45.

XXVIII. It shall and may be lawful for the said Buffalo and Lake Huron Railway Company, to acquire and hold for the purposes of the said Railway, one hundred acres of land at Goderich, one hundred at or near Fort Erie, forty acres at or near the junction with the Great Western Railway at Paris, forty acres at Stratford, and forty acres at any place or places where the said Railway shall at any time hereafter connect with or cross any other Railway now or hereafter to be made; and it shall and may be lawful for the said Buffalo and Lake Huron Railway Company, their agents, servants, and workmen, to enter into and upon any lands of Her Majesty, or of any person or persons, body politic, or corporate whatsoever, and to take and hold the same for the purpose of procuring and taking gravel, ballast and other material required for the construction, maintaining or repairing the said Railway and works thereto belonging, whether such lands be delineated or set out on the plans or in the book of reference filed in pursuance of the provisions of the Railway Clauses Consolidation Act or not; Provided always, that the said Buffalo and Lake Huron Railway Company shall make compensation to the owner or owners of any such lands so taken, in the manner pointed out in the provisions of the Railway Clauses Consolidation Act relating to lands and their valuation.

Company may take, acquire and hold certain real estate.

Proviso.

XXIX. For the purpose of estimating the capital of the said Company or the dividends to be paid by the said Company, the sum of twenty-five pounds currency shall be deemed and taken to be equal to twenty pounds, ten shillings sterling, and

Relative value of sums currency and sterling.

twenty pounds ten shillings sterling to be equal to twenty-five pounds currency, and any loss or profit that shall or may arise by means of such equalization of value shall and may be borne and taken by the said Company.

Company may hold Stock in a certain foreign Railroad.

XXX. It shall and may be lawful for the said Buffalo and Lake Huron Railway Company to subscribe for, purchase and hold shares in the stock of any Railroad from Black Rock Ferry, in the State of New York, to the City of Buffalo in the same State.

Municipalities not to have the right of naming *ex officio* Directors.

XXXI. Any Municipality becoming the holder of shares in the said Buffalo and Lake Huron Railway Company, either by subscription or purchase of shares, shall have and exercise through the Reeve or Mayor, or other chief officer of such Municipality, the same rights and privileges as other shareholders, and no other rights, and shall not be entitled to nominate or put on the Board of Directors any *ex officio* Director.

Paid Directors may be appointed.

XXXII. It shall and may be lawful for the Directors of the said Company to nominate and appoint a managing Director or Superintendent of the affairs of the said Company, with such powers and at such salary as shall be fixed or determined in or by any By-law, or resolution of the Directors of the said Company.

Certain clauses of the Railway Clauses Consolidation Act incorporated with this Act.

XXXIII. The several clauses of the Railway Clauses Consolidation Act with respect to "Interpretation," "Powers," "Plans and Surveys," "Lands and their valuation," "Highways and Bridges," "Fences," "Tolls," "General Meetings," "Directors, their election and duties," "Shares and their Transfer," "Municipalities," "Shareholders," "Actions for indemnity and fines and penalties and their prosecution," "Working of the Railway," and "General provisions," shall be incorporated with this Act, and shall apply to the said Buffalo and Lake Huron Railway Company, and to the said Railway, except only in so far as it may be otherwise expressly provided by this Act, or as they may be inconsistent with or qualified by the express enactments of this Act; and the expression "this Act," when used herein, shall be understood to include and shall include the said provisions of the Railway Clauses Consolidation Act incorporated with this Act as aforesaid; Provided always, that any act, matter or thing, done or prosecuted or commenced by the said Buffalo, Brantford and Goderich Railway Company, or by any person or persons for their benefit or in pursuance of their duty under any of the foregoing provisions of the Railway Clauses Consolidation Act, shall accrue to the benefit of the said Buffalo and Lake Huron Railway Company to the same extent and effect as if done, prosecuted or commenced by themselves or under their authority.

proviso: as to things done by the former Company.

XXXIV. The following persons shall be and constitute a Provisional Board of Directors for the said Company, Charles Hill, Henry Roberts, Charles Makins, James Mackirdy, Thomas Wilde Powell, Robert Hilario Barlow, George Brown, Fayette Rumsey, who shall hold office until the first meeting in September next after the passing of this Act and until a Board of Directors shall be elected under the provisions of this Act, and shall exercise, have and enjoy all the powers and privileges, and perform and discharge all the duties and be subject to all the liabilities of a Board of Directors elected under the provisions of this Act.

Provisional Board of Directors constituted.

XXXV. It shall not be lawful for the said Company to make or declare any dividend payable upon the paid up capital of the said Company, except at the ordinary half-yearly meetings of the shareholders of the said Company.

Dividends when to be declared.

XXXVI. It shall and may be lawful for the said Company, at any time before or after the expiration of the said two years within which they are to complete the line to Goderich as aforesaid, to make, construct and bring the said Railway to any point on the River Maitland, or to the waters of Lake Huron, at or near the Town of Goderich, with power to construct a Branch of the said Railway to some point at or near the Town of Bayfield, and for this purpose to make any continuation or deviation that may be necessary or in their judgment expedient, of or from the line of the said Railway as at present located, and to take such lands as the Company may deem necessary for such purpose.

Certain deviations from and extensions of the original line authorized.

XXXVII. It shall and may be lawful for the said Company to purchase, and for the Canada Company to sell to the said Company if they consent so to do, the harbour of Goderich, commonly called Goderich Harbour, and so much of the Islands in the River Maitland, and the shore adjoining the same River, as may from time to time be mutually agreed upon between the said Company and the Canada Company, and all or any part of the harbours, works, piers, jetties, buildings, lands, hereditaments, rights, easements and appurtenances to the said premises or any of them belonging or appertaining, in such manner and upon such terms and conditions and for such consideration in money, shares, bonds or otherwise, as may be mutually agreed upon, and from and after any such sale and purchase, all the right to take and levy tolls, rents, dues and all other rights, privileges, emoluments and advantages, which immediately before such sale and purchase were vested in or could be lawfully exercised or enjoyed by the Canada Company, shall thereupon be vested in and may thenceforth be lawfully exercised and enjoyed by the Company hereby incorporated; and after such purchase it shall be lawful for the said Company to straighten and improve the River Maitland, and deepen, cleanse and improve: and alter the navigation thereof, and to deepen, cleanse, improve and enlarge

Canada Company authorized to sell Goderich Harbour and lands.

Company may improve the River Maitland.

enlarge Goderich Harbour, and construct any basin or basins, dock or docks, piers, wharfs, sheds, warehouses, depots, stores, and other works thereon or adjacent thereto, which they may think proper, and also to take and appropriate the mud and shore of the River Maitland and the bed and soil thereof, and to do all such other acts as they may deem necessary or proper for improving Goderich Harbour and the navigation of the River and the bed and shores thereof, and the land adjacent thereto.

Guage of Rail- way. XXXVIII. The guage of the said Railway shall be five feet six inches, neither more nor less.

Form and nature of deeds and conveyances for lands. XXXIX. All deeds and conveyances for lands to be conveyed to the said Company for the purposes of this Act, shall and may, so far as the title to the lands therein mentioned or the circumstances of the party making such conveyance will admit, be made in the form given in the Schedule to this Act, marked A.

As to consent for Great Western Railway Company to cross line of road. 18 V. c. 176. XL. The consent required to be obtained by the Great Western Railway Company to cross the said Buffalo, Brantford and Goderich Railway, by the Act passed in the eighteenth year of Her Majesty's Reign, intituled, *An Act to enable the Great Western Railway Company to construct a branch Railway to the Town of Brantford, and for other purposes therein mentioned*, shall be obtained from the said Buffalo and Lake Huron Railway Company, unless such consent shall be obtained before the passing of this Act.

Rights of certain bondholders and other parties not to be affected. XLI. Nothing in this Act contained nor in the said agreement therein mentioned, shall confer or be construed and interpreted to confer on any creditor or any holder of any bond or bonds or other security of the said Buffalo, Brantford and Goderich Railway Company, any right or preference or other ground of action or title, than such creditor or holder would have had, had not this Act been passed, nor shall any thing in this Act or the said agreement contained deprive any owner or occupant of lands of his claim for right of way or damages acquired by him against the said Buffalo, Brantford and Goderich Railway Company, but such claims shall also subsist and continue to subsist against the Buffalo and Lake Huron Railway Company.

Preliminary expenses, how paid. XLII. The cost, charges and expenses of and incident to the passing of this Act, and also the costs, charges and expenses of or incurred by the Provisional Committee or Directors preliminary to the passing of this Act, shall be paid by the said Buffalo and Lake Huron Railway Company.

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

SCHEDULE A.

FORM OF CONVEYANCE.

Know all men by these Presents that I
of _____, (*insert the name of the wife also if she is to
release her Dower, or for any other reason to join in the con-
veyance,*) do hereby, in consideration of _____ paid
me, (*or as the case may be,*) by the Buffalo and Lake Huron
Railway Company, the receipt whereof is hereby acknow-
ledged, grant, bargain, sell, convey and confirm unto the said
Buffalo and Lake Huron Railway Company, their successors
and assigns for ever, (*or state the duration of the grant accord-
ing to the fact,*) all that certain tract or certain parcel of land
situate (*here describe the land*), the same having been selected
and laid out by the said Company, (*or the Buffalo, Brantford
and Goderich Railway Company, as the case may be*) for the
purposes of their Railway; to have and to hold the said land
and premises with all and every the appurtenances thereto be-
longing to the said Buffalo and Lake Huron Railway Com-
pany, their successors and assigns for ever (*if there be dower to
be released, add*) and I (*name of wife*) hereby release my dower
on the premises.

As witness my hand and seal, this _____ day of _____ in
the year of our Lord, one thousand eight hundred and fifty

Signed, sealed and delivered }
in the presence of } A. B. (L. S).

SCHEDULE B.

INDENTURE of Agreement referred to in the eighteenth Section
of this Act, between the Buffalo, Brantford and Goderich
Railway Company, and Robert Hilaro Barlow, on be-
half of the Buffalo and Lake Huron Railway Company.

THIS INDENTURE made the eleventh day of February, in the
year of Our Lord one thousand eight hundred and fifty-six, be-
tween the Buffalo, Brantford and Goderich Railway Company,
of the first part, and Robert Hilaro Barlow, late of England,
now of the Town of Brantford, in the County of Brant, and
Province of Canada, Esquire, for and on behalf of certain
persons intending to become incorporated by the name and style
of the Buffalo and Lake Huron Railway Company as herein-
after mentioned, of the second part:

WHEREAS the said party of the second part on behalf of the
said intended Company has proposed to the said parties of the
first part to take, purchase or acquire from them upon the terms
and in manner hereinafter mentioned, the whole of the line of
Railway from Fort Erie to Goderich opened and in progress, or
to

to be opened, right of way, lands, works, materials for construction, engines, rolling stock, and other the property, rights and privileges whatsoever of the said parties of the first part, whether held or claimed, possessed or enjoyed by them by reason of any Act or Acts of Parliament, deeds, conveyances, agreements or assurances, or otherwise howsoever :

And whereas the said parties of the first part have, in pursuance of certain resolutions of the Board of Directors of the said Buffalo, Brantford and Goderich Railway Company and of the Shareholders of the said Company, in general meeting assembled at Stratford on the nineteenth day of December last past, for the purpose of considering the said proposal, agreed to accept the said proposal :

Now this Indenture witnesseth, that the said parties of the first and second parts, mutually covenant, promise and agree to and with each other as follows :

First—That this Indenture or agreement contains the terms, stipulations and conditions by which each party is to be bound as the basis upon which they will apply for and endeavor to procure the passing of an Act at the next Session of Parliament to incorporate the said intended Company with liability of Shareholders limited to the amount of their shares, and authorize and bind the said parties of the first part and the said intended Company respectively, subject to the conditions hereinafter mentioned, to confirm and fulfil the terms of this agreement and to authorize and confirm the selling or leasing by the said parties of the first part to the said intended Company of their line of Railway, material, stock, right of way, lands, and all other the rights privileges and appurtenances of what kind soever, to the said Railway or to the said parties of the first part belonging or in any wise appertaining, together with all such other engagements and stipulations as are expressly contained or incidentally involved in these presents, or which shall be confirmed by such intended Act.

Second—That the said Act for the incorporating of the said intended Company shall be prayed for and be brought before Parliament, by the said party of the second part or the said intended Company, and shall be under his or their control, but the said parties of the first part shall aid and do all in their power to obtain and procure the passing thereof.

Third—That when and so soon as the said intended Act shall have passed, then these presents shall immediately become and form the actual grant and deed of agreement and conveyance between the said parties of the first part and the said intended Company, and shall be absolute unless modified or altered by mutual consent and agreement, and shall be executed by both Companies under their respective Common Corporate seals as
soon

soon as may be, and shall be binding upon both Companies as if the covenants, stipulations, clauses, matters and things herein contained had been originally entered into by and between the said Companies both before and after the passing of the said intended Act. And thereupon the said party of the second part, shall be discharged from all individual liability in respect of his covenants herein contained; Provided always that if the said Act shall not be obtained, then this agreement and every matter, clause and thing herein contained shall cease to be binding and shall become null and void to all intents and purposes whatsoever.

Now this Indenture also further witnesseth that the said parties of the first part, in consideration of the sums of money or annual payments hereinafter mentioned and agreed to be paid, and of the other covenants, stipulations and agreements entered into on behalf of the said intended company by the said party of the second part, do hereby agree to grant and convey and do by these presents, when they shall become an absolute deed as aforesaid actually grant and convey, bargain, sell, assign, transfer and set over unto the said intended Buffalo and Lake Huron Railway Company, all the line of Railway, works, stations, lands, ferry, right of way, and other premises, property and effects described and mentioned in the Schedule hereunder written, and numbered "One," which said Schedule is to be taken as part of these presents.

To have and to hold unto the said intended Company their successors and assigns for ever, without the interruption, disturbance, or interference of or by the said parties of the first part, their successors or assigns or any person or persons or body corporate claiming, by, through or under or in trust for them, subject to the payment by the said intended Company, their successors and assigns, in manner required by these presents, of the sums or annual payments hereinafter set forth, That is to say:

Thirty thousand pounds sterling a year for the first seven years.

Thirty-two thousand five hundred pounds sterling for the eighth year.

Thirty-five thousand pounds sterling for the ninth year.

Thirty-seven thousand five hundred pounds sterling for the tenth year.

Forty thousand pounds sterling for the eleventh and each and every subsequent year until the redemption by the said intended Company of the mortgage bonds hereinafter mentioned, and from and after such redemption the sum of ten thousand pounds

pounds sterling a year, for ever; Provided always, that the payment of the sum of ten thousand pounds a year shall not, under any circumstances, commence before the said eleventh year. The time for the payment of the said annual sums to commence and be computed from the day on which the said intended Company shall take possession of the said Railway and premises.

And whereas the said parties of the first part, as hereinafter more particularly mentioned, issued their bonds secured by mortgages over their line of Railway and lands hereby by them agreed to be conveyed; the said parties of the first part do hereby covenant, promise, and agree, to and with the said party of the second part acting on behalf of the said intended Company—That the said parties of the first part shall and will reduce the amount of such bonds to five hundred thousand pounds sterling, and that if at the time of delivery of possession of the said line of Railway to the said intended Company, the parties of the first part shall not have reduced the said bonds to the said sum of five hundred thousand pounds sterling, they the said parties of the first part shall and will issue and deliver to the said intended Company their bonds secured on the above deferred rental over the sum of thirty thousand pounds as above agreed to be paid, sufficient to liquidate and indemnify the said intended Company against the amount of the said bonds in excess of the said sum of five hundred thousand pounds sterling. The bonds so to be issued and delivered to the said intended Company, to be taken by the said intended Company and delivered by the said parties of the first part at their then market value; Provided always, that bonds to the amount of thirty-five thousand pounds sterling now held by Messrs. Hesseltine & Powell, of London, England, as security for the completion of the said road, are not to be considered as outstanding, the said parties of the first part being entitled to a return of the same as soon as the said Railway is completed.

And the said parties of the first part hereby further covenant and agree to and with the said party of the second part, that they have already procured or will procure before the said intended Company shall require possession of the said Railway, a good and sufficient title, to at least five-sixths of the whole land forming the line of Railway from Fort Erie to Goderich, and that they will furnish, make and deliver to the said intended Company a good and sufficient title to the said five-sixths of the said lands for the said line of Railway, and to all other the premises hereby by the said parties of the first part agreed to be conveyed or granted to the said intended Company, free from all incumbrances whatsoever except such as are referred to in these presents.

And it is hereby agreed by and between the parties to these presents, that the said intended Company shall for the purpose of securing the bonds of the said parties of the first part sold or disposed of or to be sold or disposed of in accordance with the provisions in this agreement contained, and for no other purpose, be legally subject to and chargeable with the three several mortgages following, that is to say: A mortgage bearing date the twenty-fifth day of August in the year of our Lord One Thousand Eight Hundred and Fifty-Two, of the Line of Railway, from Fort Erie to Paris, to secure bonds not exceeding one hundred and twenty-five thousand pounds sterling. Secondly, a mortgage bearing date the first day of July in the year of Our Lord One Thousand Eight Hundred and Fifty-Three, of the Line of Railway from Paris to Goderich, to secure bonds not exceeding one hundred and eighty thousand pounds sterling. And thirdly, a mortgage bearing date the first day of June in the Year of Our Lord One Thousand Eight Hundred and Fifty-Four, of the whole Line of Railway, securing bonds not exceeding three hundred thousand pounds sterling; and that from and after taking possession by the said intended company of the said Line of Railway and other the premises hereby agreed to be granted, conveyed or assigned to the said intended Company, the said mortgages as security for the said bonds shall be adopted by and be deemed for all practicable purposes to be mortgages and bonds made and given by the said intended Company, who shall be bound to see to the payment of the interest of such bonds and to the discharge of the principal when due, and who shall adopt such bonds as their own proper debts, and shall pay the interest and the principal thereof, respectively, when due, and indemnify the said parties of the first part from all claims and damages in respect thereof: Provided always, that the parties of the first part shall reduce the amount of the said bonds to the sum of five hundred thousand pounds as aforesaid, and that the said bonds shall not bear or call for a greater rate of interest than six per cent per annum. And provided also that it shall and may be lawful for the said intended Company to apply the sum of thirty thousand pounds a year, out of the moneys hereinbefore agreed to be paid annually by the said intended Company, in payment of the interest on the said sum of five hundred thousand pounds, and it is also hereby further agreed that the annual payments shall decrease, in proportion as the said intended Company shall pay off and discharge the said bonds; the decrease to be six per cent on the amount by them from time to time paid off; And it is hereby declared that it shall and may be lawful for the said intended Company at their option and risk to pay off the said bonds, or renew the loans when due, to discharge the present mortgages or create one or more new mortgages in lieu of the old, or to re-borrow all or any of the sums secured thereby, whether at a higher or lower rate of interest, and that any profit or loss arising from such financial operations, or any of them, shall belong to and be borne by the said intended Company, and they shall not be deemed

deemed or taken to be trustees for the said parties of the first part or be in any manner accountable to them, for and in respect of any matter or thing arising out of such financial transactions.

And the said party of the second part on behalf of the said intended Company hereby covenants and agrees to and with the said parties of the first part, that the said intended Company shall and will duly, punctually and regularly pay to the said parties of the first part, their successors and assigns the balance of the said annual sums or payments due to them after payment or deduction in each year of the interest on the said bonds as aforesaid, such balance to be due and payable yearly, at the end of nine calendar months from the commencement of each current year computed from the day on which the said intended Company shall take possession as aforesaid, and that they will pay all lawful rates, taxes, and assessments upon the said Railway and premises, and also that the said intended Company shall and will construct the said line of Railway from Paris to Stratford so as to open the same for traffic within six months, and thence to Goderich within two years from the time the said intended Company shall take possession of the said Railway as aforesaid; Provided always, that the said six months shall not under any circumstances begin to run or be computed from an earlier period than the first day of May next.

And whereas the completion of the said Railway from Paris to Stratford and from thence to Goderich within the periods aforesaid forms one of the principal inducements for the parties of the first part to enter into this agreement, and it is hereby expressly agreed that the said intended Company shall and will pay to the said parties of the first part as liquidated and ascertained damages, the sum of one hundred pounds a day over and above all other payments hereby required to be made by the said intended Company, for every day the said Railway shall remain unopened for public traffic for the conveyance of passengers and goods to Stratford aforesaid, beyond and after the said period of six months above limited for the completion of the said Railway to Stratford, and the like sum of one hundred pounds a day for each and every day the said road shall remain unopened for public traffic as aforesaid to Goderich, beyond and after the time limited for the completion of the said road to Goderich as aforesaid.

And it is hereby further expressly agreed, that in the event of the said parties of the first part being unable to arrange with the Bond-holders and other Creditors of the said Buffalo, Brantford and Goderich Railway Company, within the space of three calendar months after the passing of the said contemplated Act, so as to enable the said parties of the first part to deliver over the said Railway and all other the property hereby agreed to be

be sold to the said intended Company, free from incumbrances, except the said Mortgage Bonds to the amount of five hundred thousand pounds sterling, it shall and may be lawful for the said party of the second part or the said intended Company, upon giving one month's notice in writing of their intention so to do to the said parties of the first part, to withdraw from this agreement and these presents, and every clause, matter, and thing herein contained shall thereupon wholly cease and be void.

And it is hereby further agreed by and between the parties hereto, that at the time of taking possession by the said intended Company of the said Railway, the said parties of the first part shall sell, and the said intended Company shall buy all the property and effects of the said parties of the First Part set forth in the Schedule hereunder written, numbered "Two," which said Schedule is a part of this agreement, at a fair valuation to be previously made by two referees, one to be chosen by the said parties of the first part, and one by the said intended Company, or by an umpire to be chosen by the said referees before they proceed to make such valuation, to decide for them in such items as they cannot agree upon; such property and effects to be delivered over to the said intended Company, free and clear from all chattel mortgages, bills of sale, judgments, executions, liens or incumbrances of any kind or description whatsoever.

And whereas the said several annual sums or payments to be paid by the said intended Company as aforesaid, were and are intended to have reference to the state of the works and construction in the month of July last, the said intended Company shall on taking possession of the line and works pay to the said parties of the first part so much money as shall be the fair value of any new and further useful and available works towards the construction of the road executed since the first day of July last, unless the same shall since have become damaged or injured so as to make the said Road no more valuable or further advanced than it was on the said first day of July last; such work and fair value thereof to be decided in case of disagreement or dispute by some engineer or other competent party, to be named by the said parties of the first part and the said intended Company, or if they cannot agree then by the said intended Company alone, but he shall not be one of their own officers, and in case of his being named by the said intended Company alone, he shall sign a declaration that he will act fairly, honorably and impartially between the two Companies.

And it is further agreed by and between the said parties hereto, that the said parties shall respectively use their utmost endeavours to do and allow to be done in their names on their behalf respectively, all acts, deeds, matters and things that shall

shall or may be necessary or proper, in order to procure the said intended Act, and that neither party shall or will openly or secretly take any measures to oppose or impede the same, or decline, refuse, or delay at any and all times to adopt or take any needful steps or proceedings towards procuring such Act.

And the said parties of the first part further covenant with the said party of the second part that they shall and will forthwith after the execution of these presents, proceed to make arrangements with their creditors, so as to enable them to carry out the stipulations and agreements herein contained, and shall and will in all matters use their utmost endeavours to observe, fulfil and keep each and every stipulation and agreement herein contained and on the part of the said parties of the first part to be observed, fulfilled and kept.

And the said parties of the first part hereby further covenant to and with the said party of the second part, that they shall and will upon and immediately after the passing of the said intended Act, execute, seal and deliver all such other and further deeds, acts, conveyances and assurances in the law as shall or may be necessary or requisite for the more perfectly and absolutely assuring to the said intended Company all and singular the real estate property and effects in the Schedules hereunder written, subject to the payment of the said above mentioned annual sums, and the terms of this agreement as by the said intended Company or their Counsel learned in the law, shall be reasonably advised, devised or required, nevertheless at the proper costs, charges and expenses of the said intended Company.

And whereas the right of way has not been obtained over the whole line from Fort Erie to Goderich, and the portions not yet procured have been estimated at one-sixth of the whole, it has been agreed by and between the said parties hereto, that the said intended Company shall procure, buy and pay for the said one-sixth; Provided always, that the said right of way yet to be procured, shall not exceed the average price of fifteen pounds per acre, and in the event of the right of way yet to be procured exceeding one-sixth of the whole line or if the average price per acre shall exceed fifteen pounds, then the said parties of the first part shall procure and pay for all the right of way yet to be procured in excess of the said one-sixth part of the whole, and shall and will pay the excess in price over the said sum of fifteen pounds per acre for such right of way so to be procured by the said intended Company.

SCHEDULE Number "One" above referred to, being the property which the said parties of the first part grant, bargain, sell, assign, transfer, set over and give possession of to the said intended Company in consideration of the annual sums above mentioned.

All the line of Railway and works either wholly or partly constructed and in course of construction from Fort Erie to Goderich.

All the docks, stations, piers, landing places, sidings, turntables, watering places, work shops and other buildings of what kind soever of the said parties of the first part.

All the right of way from Fort Erie to Goderich, and all the lands that have been purchased or taken possession of by the said parties of the first part, whether yet paid for or not, and whether the price thereof may have been yet agreed to or not, including all lands bought or taken possession of either for the present purposes of the line, stations, gravel pits or other conveniences, or with a view to further requirements.

All rails, chairs and other iron-work, sleepers, ties, sills and other materials for permanent way not only laid down but such also as are held in store by the said parties of the first part in connection with and for the purpose of a permanent way or otherwise: And specially and expressly, this schedule includes all the rails, chairs and other iron bought for laying the track of the said Railway from Paris to Stratford, and it is hereby agreed by the said parties of the first part, that they shall and will at their own expense furnish to the said intended Company enough rails, chairs and other iron for laying the permanent way of the whole distance from Paris to Stratford; Provided always, that if the rails held by the said parties of the first part, and delivered with possession of the said Railway to the said intended Company, shall be more than sufficient for the construction of the permanent way from Paris to Stratford, the said intended Company shall pay for all rails remaining and not required for the said permanent way to Stratford, at a valuation in manner above mentioned.

Also the lease of ferry, ferry privilege or right, or usage of ferry across the river from Buffalo to the Canadian shore as held and enjoyed by the said parties of the first part, and generally all the property of the said parties of the first part not expressly comprised in the said second schedule.

SCHEDULE Number "Two" above referred to, being the property and effects intended to be sold by the said parties of the first part, to the said intended Company at a valuation.

All the Engines, Tenders, Passenger, Freight and other Cars, and Carriages usually classed under the name of Locomotive Stock or Rolling Stock, owned by the said parties of the first part,

part, at the time the said intended Company shall take possession of the said Railway and Premises, and all Stores which at that time may be held by the said parties of the first part, in connection with the Locomotive, or Carriage, or Freight departments, and all their Office furniture not being fixtures, it being clearly understood that all fixtures pass as included in the said first said Schedule.

All such Tools, Trucks, Contractors' Engines or other moveable plant, implements or apparatus being such as are used by Contractors in the process of constructing Railways, which the said parties of the first part shall own at the time the said intended Company shall take possession as aforesaid.

In witness whereof the said parties hereto have hereunto set their hands and seals, that is to say : The said parties of the first part, their corporate seal and the hand of John Galt, Esquire, their President, and the said party of the second part, his own proper hand and seal, the day and year first above written.

(Signed,) JOHN GALT, *President.*

(Signed,) W. JOHNSTONE, *Secretary.*

(Signed,) ROBERT HILARO BARLOW.

Signed, Sealed and
Delivered in presence of,

(Signed,) M. C. CAMERON.

C A P . X X I I .

An Act to revive, continue and amend the Act incorporating the Hamilton and Port Dover Railway Company.

[Assented to 16th May, 1856.]

Preamble.

WHEREAS the Hamilton and Port Dover Railway Company have represented by their Petition, that they have entered into contracts for the completion of the Railway authorized by their Act of Incorporation, and have prayed that the time thereby allowed for commencing their said Railway may be extended, and that certain other amendments may be made to their said Act to facilitate the carrying out of the said undertaking, and it is expedient to grant the prayer of their Petition: Therefore, Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows :

Time for com-
mencing and
completing

I. For and notwithstanding any thing in their special Act, the Railway Clauses Consolidation Act, or in any other Act contained, the said special Act shall, and is hereby declared to be and