

as follows :—first, George H. and Philip Synnett ; second, Joseph Synnett ; third, Remi Berubé; fourth, Joseph Synnett ; fifth, Remi Berubé; sixth, Narcisse Richard; seventh, Joseph Richard and the wild land owned by Frank Ross, thence going across toward the south in said seigniory and to the east of the Magdalen River, and not approaching nearer than one fourth of a mile of the said river, to the point known as “ Little Falls ” except in passing the west point of the hill situate one mile more or less from high water-mark of the river St. Lawrence, measured on the easterly line of the church lot for a distance, measured along the railway, not exceeding fifteen hundred feet for which distance the said railway shall not approach nearer than one eighth of a mile from said river; thence to the point known as Little Falls about three miles south from the present highway, and thence to the east of the Magdalen River to connect with the proposed inland section of the Atlantic Quebec and Western Railway, provided that the said river shall not be deteriorated by the building of the said railway.

Beginning  
and comple-  
tion of rail-  
way.

The said railway shall be commenced before the year 1910 and shall be completed and put in operation before the year 1913.” •

Id., s. 16,  
amended.  
Proviso.

**2.** Section 16 of the said act is amended by adding at the end thereof the following, to wit :

“ Provided that such company shall not construct any siding, or branch lines within the limits of the Seigniory of the river Magdalen upon land now owned by the said Frank Ross.”

Coming into  
force.

**3.** This act shall come into force on the day of its sanction.

## CHAP. 110

### An Act to amend the acts relating to the Montreal Street Railway Company

[Assented to 25th April, 1908]

Preamble.

**W**HEREAS, the Montreal Street Railway Company, has, by petition represented that it is expedient for the company to issue warrants or certificates to bearer for shares of the company's capital stock, and whereas the company has executed a trust deed in favor of The Royal Trust Company for the purpose of securing bonds or debentures of the company; and whereas doubts exist as to the effect of hypothecs and mortgages upon that part of the company's undertaking

situate in the public streets, and has prayed for the passing of an act to amend the acts relating to the company and to increase its powers; and whereas it is expedient to grant its prayer ;

Therefore, His Majesty, with the advice and consent of the Legislative Council and of the Legislative Assembly of Quebec, enacts as follows :

**1.** It shall be lawful for the Montreal Street Railway Com- Bond certifi-  
pany to issue warrants or certificates to bearer for shares of cates.  
the company's capital stock.

**2.** Such issue of warrants or certificates to bearer shall be Manner of  
made in such manner and form and upon such terms and con- issue.  
ditions as may be fixed and determined by by-law.

**3.** The deed of conveyance in trust executed by the com- Certain trust  
pany in favor of the Royal Trust Company, on the 29th day deed confirm-  
of February, 1908, before J. A. Cameron, notary, under num- ed.  
ber 7132 of his records for the purpose of securing bonds and  
debentures of the company issued or to be issued upon its  
property moveable or immoveable, present or future, is hereby  
ratified and confirmed and shall have force and effect accord-  
ing to its tenor as fully as if the same were incorporated in the  
present act.

**4.** This act shall come into force on the day of its sanction. Coming into  
force.

## SCHEDULE

BEFORE JOHN ALEXANDER CAMERON, the undersigned notary  
public, for the Province of Quebec, residing and practising  
in the city of Montreal,

CAME AND APPEARED :

THE MONTREAL STREET RAILWAY COMPANY, a corporation  
incorporated by act of the Legislature of the heretofore  
Province of Canada (24 Victoria, chapter 84) under the  
name of the MONTREAL CITY PASSENGER RAILWAY COM-  
PANY, as amended by acts of the legislature of the Prov-  
ince of Quebec, (31 Victoria, chapter 39 ; 34 Victoria,  
chapter 45 ; 35 Victoria, chapter 37 ; 37 Victoria, chapter  
30 ; 41 Victoria, chapter 47 ; 49-50 Victoria, chapter  
86, by which its name was changed to THE MONTREAL  
STREET RAILWAY COMPANY ; 57 Victoria, chapter 73 ;

62 Victoria, chapter 77 ; 6 Edward VII, chapter 67 ; and 7 Edward VII, chapter 98) and having its principal place of business at Montreal aforesaid ; herein acting by the Honourable Louis Joseph Forget, the president thereof, and Patrick Dubee, the secretary thereof, both of Montreal aforesaid ; and hereunto duly authorized by resolution of a special general meeting of the shareholders of the said company, duly called and held on the first day of February, nineteen hundred and eight, and by resolution of the board of directors of the said company, passed on the twenty-eighth day of February, nineteen hundred and eight, copies of which said resolutions certified by the secretary of the said company are hereunto annexed, and signed for identification on behalf or the parties hereto and by the said notary, party of the first part, hereinafter called the " Company ;" and

THE ROYAL TRUST COMPANY, a corporation having its principal place of business at Montreal aforesaid herein acting by its duly authorized officers ARCHIBALD MACNIDER, a member of the executive committee of the directors thereof, and HUGH ROBERTSON, the manager thereof, both of Montreal aforesaid, party of the second part, hereinafter called " the Trustee."

Which parties have declared to me notary, as follows :

Whereas the company is incorporated for the purpose of constructing and operating railways in the streets of the city of Montreal, and upon the highways in the municipalities adjacent thereto in the parish of Montreal ; and

Whereas the corporation of the city of Montreal and the municipalities adjacent thereto or any of them and the company are by said acts authorized to make and enter into agreements or covenants relating to the construction of the company's railway in said streets and highways ; and

Whereas the company has power to acquire by purchase, lease or otherwise, the rights, powers, franchises, privileges, lines of railway, electric wires, power-houses, electric appliances, cars, tracks and property generally of any other company upon the Island of Montreal ; and

Whereas the company has power from time to time to acquire and dispose of stocks, bonds or securities of other companies operating similar railways on the Island of Montreal ; and

Whereas the company has power to lease or enter into contracts for the operation by or in conjunction with it of the railway system of any electric railway on the Island of Montreal ; and

Whereas the company has power, with the consent of a majority of the shareholders present at a special general meet-

ing called for that purpose, to increase its capital stock and to issue new stock to the aggregate amount of eighteen million dollars (\$18,000,000) ; and

Whereas the directors of the company are authorized by said acts from time to time to raise or borrow for the purpose of the company any sum or sums not exceeding in the whole fifty per centum (50%) of the company's paid up capital stock by the issue of bonds or debentures in sums of not less than one hundred dollars each on such terms and conditions as they may think proper, and for securing the repayment of the moneys so raised and borrowed and the interest thereon, to pledge or mortgage all the property, tolls and income of the company or any part thereof ; and

Whereas the capital stock of the company issued and paid up is eight million nine hundred and eighty-five thousand one hundred dollars (\$8,985,100.00) currency ; and

Whereas on or about the first day of March, eighteen hundred and eighty-eight, the company issued debentures to the aggregate amount of sixty thousand pounds sterling (£60,000) payable on the first day of March, nineteen hundred and eight ; and

Whereas on or about the first day of August, eighteen hundred and ninety-three the company issued debentures to the aggregate amount of one hundred and forty thousand pounds sterling (£140,000.00) payable on the first day of August, nineteen hundred and twenty-three ; and

Whereas the said two issues of debentures of the first day of March, eighteen hundred and eighty-eight and the first day of August, eighteen hundred and ninety-three, are secured by means of a trust deed executed on the tenth day of August, eighteen hundred and ninety-three in favour of the Montreal Safe Deposit Company, (now the Montreal Trust and Deposit Company) as trustee, before McLennan, N. P. ; and

Whereas on the first day of May, nineteen hundred and two the company issued debentures to the aggregate amount, of one million five hundred thousand dollars (\$1,500,000.00), payable on the first day of May, nineteen hundred and twenty-two, all of which said last mentioned debentures are by their terms made a charge upon all the earnings, assets and property of the company, both present and future, including any capital uncalled for the time being on stock thereafter issued by the company, subject only to the debentures hereinbefore mentioned, without preference or priority one over another, and to be a floating security, so that the company shall not be at liberty to create thereafter any mortgage or charge in priority to the said last mentioned debentures ; and

Whereas the company has acquired and now owns certain common stock, preferred stock and bonds of the Montreal

Park and Island Railway Company; certain common stock and bonds of the Montreal Terminal Railway Company; and certain common stock and bonds of the Suburban Tramway and Power Company; all of said companies being corporations operating electric railways upon the Island of Montreal; and

Whereas the company has entered into contracts for the construction and operation of its railway with the city of Montreal and with different municipalities adjacent thereto, as follows : With the city of Montreal by deed before Marin, notary, on the eighth day of March eighteen hundred and ninety-three, confirmed by act of the Legislature of the Province of Quebec, 57 Victoria, chapter 73, section 4, on the eighth day of January, eighteen hundred and ninety-four; and by deed before Morin, notary, on the twenty-third day of October nineteen hundred and one; with the town of Cote St. Antoine (now the town of Westmount) by deed before Lyman, notary, on the eleventh day of August, eighteen hundred and ninety-three, confirmed by act of the Legislature of the Province of Quebec, 57 Victoria, chapter 73, section 4, on the eighth day of January, eighteen hundred and ninety-four; and by deed before Lighthall, notary, on the seventeenth day of May, nineteen hundred and four; with the city of Ste. Cunegonde (since annexed to the city of Montreal) by deed before McLennan, notary, on the tenth day of April, eighteen hundred and ninety-four; with the city of St. Henri, (since annexed to the city of Montreal), by deed before McLennan, notary, on the tenth day of April, eighteen hundred and ninety-four; with the town of Maisonneuve, by deed before Ecrement, notary, on the twenty-seventh day of May eighteen hundred and ninety-three, confirmed by the act of the Legislature of the Province of Quebec, 57 Victoria, chapter 73, section 4, on the eighth day of January, eighteen hundred and ninety-four; and by deeds before Ecrement, notary, on the twenty-fourth day of September, eighteen hundred and ninety-seven and the twenty-sixth day of May, nineteen hundred and five; with the village of Verdun, by deed before Fair, notary, on the fifth day of January, eighteen hundred and ninety-nine; with the town of Côte St. Paul, by deed before Fair, notary, on the fourteenth day of January, nineteen hundred and one; with the town of St. Louis, by deed before Olivier, notary, on the twenty-first day of October, nineteen hundred and one; with the village of Delorimier, by deed before Mayrand, notary, on the twenty-fourth day of July, nineteen hundred and four; and with the town of Outremont, by deed before Lyman, notary, on the twelfth day of March, nineteen hundred and six; and

Whereas the company, on the eleventh day of January, eighteen hundred and ninety-three, entered into a contract

with the Montreal Park and Island Railway Company for the exchange of traffic and for other purposes ; and

Whereas on the first day of February, nineteen hundred and eight, at a special general meeting of the shareholders of the company held for that purpose, it was unanimously resolved that debentures not exceeding in the aggregate two million three hundred thousand dollars (\$2,300,000.00) should be issued and should be secured by a trust deed on so much of the company's property, moveable or immoveable, present or future, as the directors should deem expedient, provided that such deed should contain provisions securing and enabling the company to secure its other bonds or debentures issued or to be issued to an amount not exceeding the amount authorized by the company's charter, equally with the said two million three hundred thousand dollars (\$2,300,000.00), against the security to be created by such deed ; and

Whereas it is expedient that the bonds or debentures to be issued by the company, not exceeding at any time in the aggregate fifty per centum (50%) of its paid up capital, should be secured upon the company's property, present and future, in such manner as to entitle the holders of such debentures, subject to the charge created in favour of the Montreal Safe Deposit Company by the said deed executed before McLennan, notary, on the tenth day of August, eighteen hundred and ninety-three, to rank against the property of the company in priority to any creditors, other than the holders of debentures entitled to the benefit of the present deed, and without restricting the company in the acquisition and disposal from time to time of property, moveable or immoveable, expedient to be acquired or disposed of in the carrying on of its undertaking, or from entering into, surrendering or modifying from time to time contracts relative to the construction and operation of its railway in any city, town or other municipality, or to other of its purposes, or from dividing territory available for the operation of its railway between it and the companies in which it now holds or may hereafter hold stock in the manner most expedient for the carrying on of the whole of its business and undertaking ; and

Whereas by resolution of the board of directors of the company, passed on the twenty-eighth day of February, nineteen hundred and eight, the execution of the present deed was authorized ;

Now therefore these presents and I the said notary witness.

That the company, upon the trusts and subject to the terms and conditions hereinafter set forth, and in consideration of the sum of one dollar (\$1.00) current money of the Dominion of Canada, to the company duly paid by the trustee on or before the execution of these presents, receipt of which

is hereby acknowledged, whereof quit, and in consideration of the moneys borrowed or to be borrowed upon bonds or debentures issued or to be issued by it within the limits provided by its charter, not exceeding in the aggregate fifty per centum (50%) of the amount of its paid up capital stock, and for the purpose of securing the company's bonds or debentures issued or to be issued as aforesaid, according to their tenor and effect, and in pursuance of the authorities contained in the acts of the Legislature of the heretofore Province of Canada and of the Province of Quebec hereinabove referred to ;

Hath pledged and hypothecated and doth hereby pledge and hypothecate, to and in favour of the trustee, its successors in the trust, and assigns, to an amount equivalent to the par value of the bonds or debentures at any time outstanding and secured hereunder ; and, subject to such hypothec, hath assigned, transferred and made over and doth hereby assign, transfer and make over to and unto the trustee, its successors in the trust, and assigns, all the property, moveable and immoveable, contracts, franchises, tolls and income of the company, present or future, including without limiting the generality of the foregoing, the following :

#### *I.—Railway and Rolling Stock*

All the company's railway, constructed or to be constructed whether lying in the public streets of the city of Montreal, or in the municipalities adjacent thereto in the parish of Montreal, upon real estate belonging to the company now or hereafter owned by it, or upon the property of third persons, under agreement with them or otherwise ; together with all the poles, wires, cars, engines, sweepers, plant and machinery incidental thereto or used in connection therewith, now or hereafter owned or to be owned by the company.

#### *II.—Lands and Buildings*

The following lots of land, with the power-houses, transformer stations, car erecting shops, repair shops, car barns, offices or other buildings situate thereon :

##### *Côté Street Car Barns and Depot*

1. A lot of land situate in the city of Montreal at the corner of Côté and Vitré streets, being lot number seven hundred and seventy-nine (No. 779) on the official plan of St. Lawrence ward in said city.

2. Lot number seven hundred and seventy-seven (No. 777) on the said official plan of said ward.

3. Lot number seven hundred and seventy-eight (No. 778) on the said official plan of said ward.

4. All the company's right, title and interest in and to certain lands situate in the said ward, bounded at one end towards the north-west by Vitré street, at the other end towards the south-east by the prolongation of the north-west side line of lot number seven hundred and eighty-three (No. 783) on the said official plan of said ward, on one side towards the north-east by lots numbers seven hundred and seventy-nine to seven hundred and eighty-two (Nos. 779 to 782) inclusive on the said official plan of the said ward, and on the other side towards the south-west by lots numbers seven hundred and seventy-six to seven hundred and seventy-eight (Nos. 776 to 778) inclusive on the said official plan of said ward, containing a uniform width of fifteen feet (15') by all the depth that there may be between Vitré street aforesaid and the prolongation of the said line of the said lot number seven hundred and eighty-three (No. 783).

5. A certain lot of land forming part of lot number seven hundred and eighty-two (No. 782) on the said official plan of the said ward containing forty-nine feet six inches (49' 6") in width in front by forty-eight feet eleven inches (48' 11") in width in rear by one hundred and six feet six inches (106' 6") in depth, bounded in front by Côté street, on the north-west side by another portion of said lot belonging to the company, on the south-east side by a lane twelve feet (12') in width, forming part of lot number seven hundred and eighty-three (No. 783) on the said official plan of said ward, and in rear by another lane.

6. The north-west half of a lane twelve feet (12') in width, extending from Côté street to a lane in rear, and being part of lot number seven hundred and eighty-three (No. 783) on the said official plan of said ward, bounded in front by Côté street, on one side by the property last above described, and on the other side by another portion of said lot number seven hundred and eighty-three (No. 783) sold by the Equity Real Estate Company to F. X. Robert, and subject to such rights of way as the latter or his representatives may have therein.

7. Lot number seven hundred and eighty (No. 780) on the said official plan of said ward.

8. Lot number seven hundred and eighty-one (No. 781) on the said official plan of said ward.

9. The north-westerly portion of lot number seven hundred and eighty-two (No. 782) on the said official plan of said ward containing twenty-four feet (24') in width in front and rear by



one hundred and five feet eleven inches (105' 11") on the north-west side line and one hundred and six feet three inches (106' 3") on the south-east side line, bounded in front by Côté street, in rear by a lane, on one side to the north-west by lot number seven hundred and eighty-one (No. 781) on said official plan of said ward and on the other side to the south-east by the remainder of said lot number seven hundred and eighty-two (No. 782).

*William and Barré streets.—Power Houses and Transformer Station*

1. Lots subdivision numbers eight and nine (Nos. 8 and 9) of lot number eight hundred and nine (No. 809) on the official plan of St. Antoine ward of the city of Montreal.

2. Lot number eight hundred and ten (No. 810) on the said official plan of said ward.

3. A lot of land consisting of part of lot number eight hundred and twelve (No. 812) on the said official plan of said ward being of triangular figure bounded on the east by lots numbers eight hundred and thirteen to eight hundred and fifteen (Nos. 813 to 815) inclusive on the said official plan of said ward; on the north-west by said lot number eight hundred and ten (No. 810); and on the south-west by the remainder of lot number eight hundred and twelve (No. 812) on the said official plan of said ward.

4. A lot of land of irregular figure being part of lot number twelve hundred and nine (No. 1209) on the official plan of the said ward, bounded in front to the south-east by William street, in rear to the north-west partly by lot number twelve hundred and twenty (No. 1220) on the said official plan of said ward and partly by lot number eight (No. 8) on the official subdivision plan of lot number twelve hundred and eighteen (No. 1218) on the said official plan of said ward, partly by Aqueduct street and partly by lots numbers twelve hundred and ten to twelve hundred and fourteen (Nos. 1210 to 1214) inclusive and lot number twelve hundred and sixteen (No. 1216) on the said official plan of said ward; on one side by another portion of said lot number twelve hundred and nine (No. 1209), the property of one Tremblay or representatives, and on the other side by another portion of said lot number twelve hundred and nine (No. 1209) the property of one Roy or representatives.

5. Lot number twelve hundred and twelve (No. 1212) on the said official plan of said ward.

6. Lot number twelve hundred and thirteen (No. 1213) on the said official plan of said ward.

7. Lot number twelve hundred and fourteen (No. 1214) on the said official plan of said ward.

8. Lot number twelve hundred and fifteen (No. 1215) on the said official plan of said ward.

9. Lot number twelve hundred and sixteen (No. 1216) on the said official plan of said ward.

10. Lot number twelve hundred and seventeen (No. 1217) on the said official plan of said ward.

11. A certain lot of land known on the said official plan of said ward by the number twelve hundred and eighteen (No. 1218) and more particularly known on the official subdivision plan thereof by subdivision numbers one to eight (Nos. 1 to 8) inclusive of lot number twelve hundred and eighteen (No. 1218).

12. Lot number twelve hundred and nineteen (No. 1219) on the said official plan of said ward.

13. Lot number twelve hundred and twenty-one (No. 1221) on the said official plan of said ward.

14. Lot number twelve hundred and forty-two (No. 1242) on the said official plan of said ward.

15. Lot number twelve hundred and forty-nine (No. 1249) on the said official plan of said ward.

*St. Henri Car Barns, Transformer Station and Storage Battery Plant*

1. Lot number sixteen hundred and thirty-one (No. 1631) on the official plan of the parish of Montreal.

2. Part of lot number sixteen hundred and thirty-two (No. 1632) on the said official plan of said parish, bounded in front by Bethune street, in rear by lot number sixteen hundred and thirty-five (No. 1635) on said official plan of said parish, on one side by lot number sixteen hundred and thirty-one (No. 1631) on the official plan of said parish and on the other side by the line dividing the heretofore town of Côte St. Antoine from the heretofore city of St. Henri.

3. Lot number sixteen hundred and thirty-five (No. 1635) on the said official plan of the said parish, less that portion thereof acquired by the heretofore city of St. Henri.

4. A lot of land being the north-west portion of lots numbers sixteen hundred and thirty-nine and sixteen hundred and forty (1639 and 1640) on the said official plan of the said parish, of triangular form, twenty-four feet six inches (24'6") on one side, ninety-four feet six inches (94'6"), on another side and ninety-six feet (96') on the third side, bounded to the north and west by the said lot number sixteen hundred and thirty-five (No. 1635) and to the east by St. Antoine Street.

5. A lot of land being the north-west portion of lot number sixteen hundred and forty-four (No. 1644) on the said official

plan of the said parish, of irregular shape, bounded to the south-east by another portion of said lot number sixteen hundred and forty-four (No. 1644), to the north-west by lot number sixteen hundred and fifty-seven (No. 1657) on the said official plans of said parish, to the south-west, partly by a portion of said lot number sixteen hundred and forty-four (No. 1644) belonging to one Macdougall or representatives, and partly by lot number sixteen hundred and forty-eight (No. 1648) on the said official plan of said parish.

6. A lot of land being part of said lot number sixteen hundred and fifty-seven (No. 1657) on the said official plan of said parish, bounded to the north-east by the portion of said lot taken for the widening of Glen Road, to the south-east by a portion of said lot number sixteen hundred and forty-four (No. 1644), to the south-west by a portion of said lot number sixteen hundred and fifty-seven (No. 1657) belonging to one Henault or representatives, and to the north-west by another portion of said lot number sixteen hundred and fifty-seven (No. 1657) belonging to one Bernier or representatives.

*St. Denis Street Car Barns, Transformer Station and Storage  
Battery Plant*

1. Lots subdivision numbers one to seven (Nos. 1 to 7) inclusive, numbers one hundred and nine to one hundred and seventeen (Nos 109 to 117) inclusive and numbers three hundred and eighteen to three hundred and twenty-eight (Nos 318 to 328) inclusive on the official subdivision plan of lot number eight (No. 8) on the official plan of the village of Côte St. Louis.

2. A piece of land being part of lot number one hundred and eight (No. 108) on the official subdivision plan of lot number eight (No. 8) on the said official plan of the said village, bounded to the south by a street or lane immediately to the north of the railway of the Canadian Pacific Railway Company, to the west by lots subdivision numbers one to seven (Nos 1 to 7) inclusive above described, to the north by the southern line of De Fleuremont Street, and to the east by lots subdivision numbers one hundred and nine to one hundred and seventeen (Nos 109 to 117) inclusive above described.

3. Lots subdivision numbers one hundred and five, two hundred and fifteen, two hundred and twenty-one, four hundred and thirty-eight, four hundred and forty-four, and five hundred and fifty-four to five hundred and fifty-six inclusive (Nos 105, 215, 221, 438, 444 and 554 to 556 inclusive) on the official subdivision plan of lot number eight (No. 8) on the official plan of the said village, now known and described upon the corrected plan thereof as parts of lot number three hun-

dred and forty (No. 340) on the said official plan of said village, which is the number designating the line of the Montreal Park and Island Railway Company.

4. Lots subdivision numbers nine to twenty-eight (Nos 9 to 28) inclusive, two hundred and ninety-eight to three hundred and twelve (298 to 312) inclusive, and three hundred and fourteen to three hundred and seventeen (314 to 317) inclusive on the official subdivision plan of lot number eight (No. 8) on the said official plan of said village, together with the north-west half of lot subdivision number three hundred and twelve (No. 312) and the south-east half of lot subdivision number three hundred and thirteen (No. 313) on the said subdivision plan of said lot number eight (No. 8.)

5. All the rights of the company in that portion of lot subdivision number one hundred and eight (No. 108) on the official subdivision plan of lot official number eight (No. 8) on the said official plan of the said village, forming part of Cowan Street, and in the lane lot subdivision number two hundred and ninety-seven (No. 297) on the said subdivision plan of said lot number eight (No. 8.)

6. The south-east half of lot subdivision number three hundred and twelve (No. 312) on the subdivision plan of said lot number eight (No. 8) on the said official plan of said village, and the north-west half of lot subdivision number three hundred and thirteen (No. 313) on the subdivision plan of said lot number eight (No. 8) on the said official plan of said village.

*Hochelaga Car Barns, Car Building Shops, Repairing Shops,  
Stores and Offices*

1. Lot number one hundred and sixty-three (No. 163) on the official plan of the village of Hochelaga.

2. Part of lot number one hundred and fifty-nine (159) on the said official plan of said village bounded in front by Notre Dame Street, on the north-east by DeLevis Street, in rear by St. Catherine Street and on the other side by said lot number one hundred and sixty-three (No. 163.)

3. Lots subdivision numbers four hundred and sixteen (No. 416) to four hundred and twenty-eight (No. 428) inclusive and numbers four hundred and forty (No. 440) to four hundred and fifty-three (No. 453) inclusive on the official subdivision plan of lot number eighteen (No. 18) on the official plan of said village, with such rights as the company may have in lot subdivision number four hundred and twenty-seven (No. 427) of the said lot number eighteen (No. 18.)

*Papineau Road Property*

1. Lot number two hundred and thirty-one (No. 231) on the official plan of St. Mary's Ward of the city of Montreal.

2. The north-west portion of lot number three hundred and thirty-four (No. 334) on the official plan of the village of Côte St. Louis, bounded in front by the Papineau Road, in rear by lot number three hundred and thirty-two (No. 332) on the official plan of the said village, to the north-west by lot three hundred and thirty-three (No. 333) on the said official plan and to the south-east by the remainder of said lot number three hundred and thirty-four (No. 334)

*Notre Dame Street Property*

1. A lot of land being portion of lot number nineteen hundred and twenty-three (No. 1923) on the official plan of the parish of Montreal, bounded in front to the south-east by Notre Dame Street, on the south-west by another portion of said lot, being a lane ten feet (10') in width, in rear to the north-west by the railway of the Canadian Pacific Railway Company, and to the north-east by another portion of the said lot number nineteen hundred and twenty-three (No. 1923.)

*Guy Street and Westmount Connection*

1. The right of the company to exploit its electric railway over a strip of land forming part of the farm of the Gentlemen Ecclesiastics of the Seminary of St. Sulpice, of Montreal, forty feet (40') in width by seven hundred and fifty feet (750') in length more or less (English measure) bounded in front by the Côte des Neiges Road, in rear by lot number one hundred and sixty-nine (No. 169) on the official plan of the village of Côte des Neiges, and on the other side by the property of the said Gentlemen Ecclesiastics.

2. Lots subdivision numbers one, one (a), two and three (Nos. 1, 1a, 2 and 3) on the subdivision plan of lot number one hundred and sixty-eight (No. 168) on the official plan of the said village.

3. Lots subdivision numbers twelve (12) and eighteen (18) on the subdivision plan of lot number one hundred and sixty-seven (No. 167) on the said official plan of said village.

4. A portion of lot subdivision number seventeen (No. 17) on the subdivision plan of said lot number one hundred and sixty-seven (No. 167) said portion being bounded at one end by the Côte des Neiges Road and at the other end by the continuation of the south-westerly line of lot subdivision number three (No. 3) of lot number one hundred and sixty-eight

(No. 168), subdivision number two (No. 2) of lot number one hundred and sixty-seven (No. 167), and subdivision number eighteen (No. 18) of lot number one hundred and sixty-seven (No. 167) all as numbered on the respective subdivision plans of the said official lots, and on the other side by lots subdivision numbers one and two (Nos. 1 and 2) of said lot number one hundred and sixty-seven (No. 167) and lot subdivision number one (a) (No. 1a) of said lot number one hundred and sixty-eight (No. 168) on the said official plan of said village.

*St. Paul lots*

1. Lots numbers three thousand nine hundred and forty to three thousand nine hundred and fifty-seven (Nos. 3940 to 3957) inclusive on the official plan of the parish of Montreal.

*St. Denis Street property*

1. Lot subdivision number eighty (No. 80) of lot number two hundred and nine (No. 209) on the official plan of the village of Côte St. Louis, less a strip five feet (5') in width being the north-easterly portion thereof.

2. A strip of land adjoining the above described lot, and forming part of lot subdivision number eighty-four (No. 84) on the subdivision plan of said lot number two hundred and nine (No. 209) on the said official plan of the said village, containing ten feet in depth by all the width of the said lot number eighty-four (No. 84) less a piece of land ten feet (10') in width being the south-easterly portion thereof, bounded in front by St. Denis street, in rear by the remaining portion of the said lot subdivision number eighty-four (No. 84), on one side towards the north-west by lots subdivision numbers eighty-one and eighty-three (Nos. 81 and 83) of said lot number two hundred and nine (No. 209), and on the other side by lots subdivision numbers seventy-nine and eighty-five (Nos. 79 and 85) on the subdivision plan of the said lot official number two hundred and nine (No. 209).

3. Such rights of passage as the company may have in lot subdivision number two (No. 2) on the official subdivision plan of lot subdivision number seventy-nine (No. 79) on the official subdivision plan of said lot number two hundred and nine (No. 209) on the official plan of said village.

*Mount Royal and Park Avenue Office and Waiting Room*

1. Lots subdivision numbers sixty-eight, sixty-nine and seventy (Nos. 68, 69, and 70) on the official subdivision plan of

lot number thirteen (No. 13) on the official plan of the village of Côte St. Louis.

2. Lot subdivision number one (No. 1) on the official subdivision plan of lot number fourteen (No. 14) on the official plan of said village.

#### *St. Denis Street Car Barns*

1. Lots subdivision numbers thirty-six to forty (Nos. 36 to 40) inclusive and forty-nine to fifty-three (Nos. 49 to 53) inclusive on the official subdivision plan of lot official number one hundred and ninety-eight on the official plan of said village.

#### *Head Office Property*

1. Lot number one hundred and sixty-three (No. 163) on the official plan of the Centre ward of the city of Montreal.

### III.—RUNNING RIGHTS

All the rights that the company may have in or to the land now constituting Papineau Avenue and Davidson street and which it may be entitled to enjoy otherwise than under contract with the municipality having jurisdiction over said avenue and street.

### IV.—UNPAID CALLS

All the rights, which the company may have at any time when the trustee enters into possession under the powers herein contained to require any payment from any person or corporation in respect of any call or calls due and unpaid by such person or corporation upon any stock held by them in the company.

### V.—STOCKS AND SECURITIES OF OTHER COMPANIES

The following stocks and bonds owned by the company in other companies operating electric railways on the Island of Montreal :

1. Six thousand nine hundred and fifty-four (6954) shares of the common stock of the Montreal Park and Island Railway Company of the par value of one hundred dollars (\$100.00) each, whereof one hundred and forty (140) shares now stand in the names of the present directors of the said company but are the property of the Montreal Street Railway Company.

2. Three thousand one hundred and fifty (3,150) shares of

the preferred stock of the Montreal Park and Island Railway Company of the par value of one hundred dollars (\$100.00) each.

3. Ten thousand (10,000) shares of the common stock of the Suburban Tramway and Power Company of the par value of one hundred dollars (\$100.00) each fully paid, and two thousand five hundred (2,500) shares of the common stock of the said Suburban Tramway and Power Company, on which twenty per centum (20%) is paid up, of which sixteen hundred (1,600) shares stand in the name of the present directors of the said company, but are the property of the Montreal Street Railway Company.

4. Ten thousand shares of the common stock of the Montreal Terminal Railway Company of the par value of one hundred dollars (\$100.00) each whereof three hundred and fifty shares (350) stand in the name of the present directors of the said company but are the property of the Montreal Street Railway Company.

#### BONDS

1. One million and twenty-five thousand dollars (\$1,025,000.00) par value of the six per centum (6%) first mortgage gold bonds of the Montreal Park and Island Railway Company, due nineteen hundred and twenty-three.

2. Trustees' interim receipt for six hundred and thirteen thousand dollars (\$613,000.00) five per centum (5%) first mortgage gold bonds of the Montreal Terminal Railway Company, due nineteen hundred and thirty-four.

3. One million dollars (\$1,000,000.00) of five per centum (5%) first mortgage gold bonds of the Suburban Tramway and Power Company, due nineteen hundred and twenty-eight,

#### VI.—CONTRACTS WITH MUNICIPALITIES

The following contracts entered into between the company and the undermentioned municipal corporations.

1. Contract with the city of Montreal, before Marin, notary, dated the eighth (8th) day of March eighteen hundred and ninety-three (1893).

2. Contract with the town of Maisonneuve, before Ecrement, notary, dated the twenty-seventh (27th) day of May eighteen hundred and ninety-three (1893).

3. Contract with the town of Côte St. Antoine (now the town of Westmount) before Lyman, notary, dated the eleventh (11th) day of August eighteen hundred and ninety-three (1893).



4. Contract with the city of Ste. Cunégonde (since annexed to the city of Montreal) before McLennan, notary, dated the tenth (10th) day of April eighteen hundred and ninety-four (1894).

5. Contract with the city of St. Henri (since annexed to the city of Montreal) before McLennan, notary, dated the tenth (10th) day of April eighteen hundred and ninety-four (1894).

6. Supplementary contract with the town of Maisonneuve before Ecrement, notary, dated the twenty-fourth (24th) day of September, eighteen hundred and ninety-seven (1897).

7. Contract with the village of Verdun before Fair, notary, dated the fifth (5th) day of January eighteen hundred and ninety-nine (1899).

8. Contract with the town of St. Paul before Fair, notary, dated the fourteenth (14th) day of January nineteen hundred and one (1901).

9. Supplementary contract with the city of Montreal, before Morin, notary, dated the twenty-third (23rd) day of October, nineteen hundred and one (1901).

10. Contract with the town of St. Louis, before Olivier, notary, dated the twenty-seventh (27th) day of October, nineteen hundred and one (1901).

11. Supplementary contract with the town of Westmount, before Lighthall, notary, dated the seventeenth (17th) day of May, nineteen hundred and four (1904).

12. Contract with the village of DeLorimier, before Mayrand, notary, dated the twenty-first (21st) day of July, nineteen hundred and four (1904).

13. Supplementary contract with the town of Maisonneuve before Ecrement, notary, dated the twenty-sixth (26th) day of May 1905.

14. Contract with the town of Outremont, before Lyman, notary, dated the twelfth (12th) day of March, nineteen hundred and three (1903).

#### VII.—CONTRACT WITH THE MONTREAL PARK AND ISLAND RAILWAY COMPANY

Contract between the company and the Montreal Park and Island Railway Company, executed the eleventh (11th) day of July eighteen hundred and ninety-three (1893).

#### VIII.—OTHER CONTRACTS

The benefit of any and all contracts which may be in force at any time at which the trustee may enter into possession and

which the trustee may deem to be of advantage in the operation of the company's undertaking ;

Together with all the property which the company may hereafter acquire, whether of a like nature or otherwise ; the whole whereof is hereinafter referred to as the mortgaged premises ;

To have and to hold the said mortgaged premises and every part thereof to and unto the use of the trustee, its successors in the trust, and assigns, for ever ; without any warranty except that the company has not done anything to encumber the same except as hereinabove recited.

In trust to hold the same for the benefit of the holders of the bonds or debentures issued or to be issued by the company within the limits of its powers, as contained in the acts of the Legislature of the heretofore Province of Canada and of the Province of Quebec, hereinabove referred to, not exceeding at any time fifty per centum (50%) of the par value of the paid up capital stock of the company, and subject to the terms, conditions and provisions hereinafter set forth :

#### ARTICLE I

1. The debentures presently intended to be issued and to be secured by these presents are dated the first (1st) day of February nineteen hundred and eight (1908) and amount in the aggregate to four hundred and sixty thousand pounds (£460,000). sterling money of the United Kingdom of Great Britain and Ireland and bear interest at the rate of four and one-half per centum ( $4\frac{1}{2}\%$ ) per annum, payable on the first days of May and November in each year, and the said debentures are to be numbered consecutively and to be in denominations of one hundred pounds (£100.0.0) sterling each or multiples thereof and substantially in the following form :

DOMINION OF CANADA, }  
Province of Quebec. }

MONTREAL STREET RAILWAY COMPANY PAID UP CAPITAL  
\$8,985,100.00

*Divided into 89,851 shares of \$100.00 each*

Issue of £460,000. sterling of debentures of the par value of £100.0.0. sterling each under the authority of the acts of the Legislatures of the heretofore Province of Canada and of the Province of Quebec.

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MONTREAL STREET RAILWAY COMPANY FOUR AND ONE HALF  
PER CENT DEBENTURES

The Montreal Street Railway Company (hereinafter called the Company) a body corporate, having its chief office in the city of Montreal, in the Province of Quebec, in the Dominion of Canada, will on the first day of May 1922, for value received, pay to the bearer hereof, or if registered to the registered holder hereof, on presentation and surrender of this debenture at the Bank of Montreal at London, in England, the sum of one hundred pounds sterling (£100.) in gold coin of the present standard of weight and fineness of the gold coin of the United Kingdom of Great Britain and Ireland, or at the option of the holder at the Bank of Montreal, at Montreal aforesaid, the equivalent in current money of the Dominion of Canada, at the rate of four dollars and eighty-six cents and two-thirds of a cent to the pound sterling.

The company will in the meantime pay interest thereon at the rate of four and one-half per centum ( $4\frac{1}{2}\%$ ) per annum by equal half yearly payments on the first days of May and November in each year in accordance with the coupons annexed hereto.

The company, subject to a deed of trust heretofore executed before McLennan, notary, on the tenth (10th) day of August eighteen hundred and ninety-three (1893) to secure debentures aggregating two hundred thousand pounds sterling (£200,000.0.0) has upon the terms and conditions set forth in a deed of trust executed before J. Alex. Cameron, notary, on the twenty-ninth day of February nineteen hundred and eight (1908) in favour of The Royal Trust Company, charged with the payment of its bonds or debentures, issued or to be issued, not exceeding in the aggregate fifty per centum (50%) of its paid up capital stock, all its property, moveable or immoveable, present or future, including any capital uncalled for the time being on stock issued by the company.

The debentures of the present issue, whereof this debenture is one, are numbered consecutively from 0001 upwards and are to rank *pari passu* as a charge upon the property covered by the said deed with the company's other bonds or debentures issued or to be issued, not exceeding in the aggregate the above amount, being that authorized by the company's charter.

This debenture is issued under the authority of 49 and 50 Victoria, chapter 86. of the acts of the Legislature of the Province of Quebec and by virtue of a resolution passed at a special general meeting of the shareholders of the company, held at Montreal on the first day of February nineteen hundred and eight, and of a resolution of the directors of the company passed at a meeting held at Montreal on the twenty-eighth day of February nineteen hundred and eight.

This debenture, but not its coupons, is subject to registration from time to time in accordance with the registration conditions endorsed hereon. Registration shall not affect the negotiability of the coupons which shall continue to be transferable by delivery, and the payment of any coupon to the bearer thereof shall be a discharge to the company in respect of the interest therein mentioned.

This debenture shall not be valid until authenticated by the signature on behalf of the trustee of the certificate engraved hereon.

In witness whereof the company has caused its corporate seal to be hereunto affixed and these presents to be signed by its president and secretary.

Dated at Montreal this first day of May, nineteen hundred and eight.

.....  
President

.....  
Secretary.

*Coupon No.*

On the first day of November, nineteen hundred and eight, the Montreal Street Railway Company will pay to the bearer, at the office of the Bank of Montreal, London, England, Two pounds five shillings sterling (£2.5) or at the option of the holder the equivalent of the said sum in current money of the Dominion of Canada, at the Bank of Montreal, Montreal, upon delivery and surrender of this coupon for half-yearly interest on debenture No.....

.....  
Secretary.

*Trustee's Certificate*

The Royal Trust Company hereby certifies that this debenture is one of the issue of debentures referred to in the within mentioned deed or trust.

The Royal Trust Co., Trustee,  
.....  
For the manager.

*Form of registration condition to be endorsed on debenture*

This debenture, but not its coupons, may be registered from time to time at the option of the holder in a register kept by the Bank of Montreal, at London, England, and if registered shall pass only by transfer upon such book, until a transfer shall have been registered to bearer in which case it shall again pass by delivery until again registered.

*Notice*

No writing is to be placed on this debenture except by an officer of the Bank of Montreal, at London, England.

| Date of registry. | In whose name registered. | Registrar. |
|-------------------|---------------------------|------------|
|                   |                           |            |

2. The signature of the secretary holding office at the time the bonds or debentures bear date may be engraved or lithographed upon said coupons and shall be binding upon the company, notwithstanding that such person may not be secretary when the bonds or debentures are delivered. The said bonds or debentures or any of them may be signed by the president or vice-president and secretary holding office at the time of signing or certifying or delivering said bonds.

Other bonds or debentures to be hereafter issued and entitled to the security to be created by this deed shall be, *mutatis mutandis*, substantially in like form and shall not be entitled to the benefit of the security created by the deed unless certified in like manner by the trustee.

3. Debentures of the par value of four hundred and sixty thousand pounds sterling (£460,000.0.0) shall be forthwith issued and countersigned by the trustee and delivered to the company, other bonds or debentures, not exceeding, with the bonds or debentures at any time outstanding fifty per centum (50%) of the par value of the paid up capital stock of the

company for the time being outstanding may be issued from time to time by the company on resolution of a special general meeting of the shareholders of the company and with the authority of the board of directors of the company, and when so issued shall be countersigned by the trustee and when so countersigned the holders thereof shall be entitled equally with holders of debentures of the present issue to the benefit of the security created by the deed.

All or any of said bonds or debentures issued or hereafter to be issued as aforesaid may be issued absolutely or may be issued, pledged or hypothecated from time to time to secure any obligation of the company and if and when re-delivered to the company shall be deemed to be unissued bonds or debentures and may be so dealt with by the company or the company may at its option cancel the same and issue fresh bonds to the like amount and in like form in lieu thereof. All such bonds or debentures issued or re-issued or substituted shall be subject to the provisions and entitled to the benefits hereof.

4. The company may at its option cause the trustee to execute and the trustee is hereby authorized upon a resolution of the directors of the company to sign and execute in its own name as trustee hereunder and to deliver to the company or its order interim certificates for any bonds or debentures entitled to be issued and to be secured by the security created by the present deed not exceeding in the aggregate fifty per centum of the company's paid up capital in amounts of one hundred pounds sterling (£100) or five hundred dollars currency (\$500.00) or any multiples thereof, which interim certificates shall entitle the holders thereof to the engraved bonds or debentures when ready for delivery and such interim certificates shall be secured upon the mortgaged premises in the same manner and to the same extent as the debentures in this deed referred to and shall be exchanged for a like amount of engraved bonds or debentures of the company to be issued as soon as possible after such bonds or debentures are engraved and executed in the form hereinabove provided

#### *Registration of bonds or debentures*

5. The company shall at all times cause to be kept at the offices of the Bank of Montreal, at London, England, a register or book in which the holder of bonds or debentures may register the same. Such registration shall be noted on the bond or debenture, after which no transfer shall be valid unless made by the registered owner or his attorney on the said register and similarly noted on the said bond or debenture, but the same may be discharged from registry by

being transferred to bearer on the register, said transfer being in like manner noted upon the bond or debenture, after which it shall again become transferable by delivery, but may be again and from time to time registered and discharged from registry.

All persons are invited to treat any bond or debenture that has not been registered or any bond or debenture that has been registered and afterwards re-transferred upon the register to bearer, as negotiable.

*Post office address of bond or debenture holders*

6. The company shall cause to be kept at the office of the trustee, a register in which shall be entered the name, occupation and post office address of every holder of any bonds or debentures secured hereunder who may desire to have his address so registered and all notices sent or required to be sent to any such holder under the terms of this deed shall be deemed to be validly given by letter registered and mailed to the address of the holder so contained in such register. Bond or debenture holders who have not registered their addresses as hereinabove provided, shall be sufficiently notified by advertisement inserted in a daily newspaper published at Montreal and in a daily newspaper published at London, in England.

*Lost and mutilated bonds or debentures*

7. If any bond or debenture secured hereunder shall be lost, mutilated or destroyed, the company may, with the approval of the trustee and on such terms as to indemnity or otherwise as may be imposed, cause to be issued and certified new bonds or debentures of like tenor and date and bearing the same serial numbers.

ARTICLE II

The company hereby covenants and agrees,—

*To carry on business*

1. That until the final payment of any and all the bonds or debentures secured, or to be secured by this deed, with the coupons annexed thereto, it will carry on and conduct its business in a proper and efficient manner and will keep proper books of account.

*To pay principal and interest*

2. That it will duly and punctually pay or cause to be paid to every holder of any bond or debenture issued or to be issued and secured hereunder, the principal and interest mentioned therein at the dates and places and in the manner set forth in such bond or debenture and in the coupons thereunto annexed. All said bonds or debentures when paid shall be forthwith cancelled and delivered to the trustee to be destroyed and all said coupons when paid shall be forthwith cancelled.

*To pay assessments, etc.*

3. That it will pay or cause to be paid all taxes, rates, levies or assessments, ordinary or extraordinary government fees or dues, levied, assessed or imposed upon or due by virtue or in respect of the mortgaged premises or any part thereof, to any government, municipal or other authority, and that it will exhibit to the trustee when required the receipts and vouchers establishing the fact of such payment.

*To effect registration of deeds, etc.*

4. That it will register these presents and all other instruments presented to it for that purpose by the trustee in virtue hereof without delay at any office where the registration or recording thereof may in the judgment of the trustee be of advantage to or necessary for the preservation of the security hereby created and that it will deliver or exhibit to the trustee on demand, certificates establishing such registrations and the same from time to time will renew, and that it will fulfil all the requirements of the laws or regulations of the federal, provincial or municipal governments of Canada, or any of their departments or of any other competent authority in so far as the same may be necessary for the preservation of the mortgaged premises.

*To maintain security*

5. That it will fully and effectually maintain and keep maintained the mortgaged premises so as to constitute a valid and effective security at all times until full and final payment of all the bonds or debentures issued or to be issued hereunder or of any of them with the coupons annexed to them, and that it will not permit or suffer the acquisition or registration of any builders', contractors' or workmen's lien or privilege upon or in respect of any part of the mortgaged premises.



6. That it will give to the trustee or to any person designated by it in writing all information concerning the business of the company and the manner in which it is carried on which may be reasonably necessary to the trustee in the administration of this trust.

*To keep in repair*

7. That it will keep in repair and good order the tracks, poles, wires, cars, engines, sweepers, buildings, machinery and fixtures necessary for the operation of its railway and undertaking and will provide all additional tracks, superstructures, cars, engines, sweepers, buildings, plant, machinery and fixtures necessary for the proper operation of its railway and undertaking.

*To pay trustee's expenses*

8. That it will repay to the trustee all moneys which may have been paid out by the trustee for taxes, legal expenses, charges or other expenditure whatsoever which the trustee may reasonably incur in and about the execution of the trust hereby created, with interest and the same shall be a first charge upon the mortgaged premises in preference to any of the said bonds, debentures or coupons.

*General covenant*

9. That it will do, observe and perform all acts, matters and things necessary or expedient to be done, observed or performed in virtue of any law of the Dominion of Canada or of any Province thereof for the purpose of creating, maintaining or perfecting the trust hereby created as a continuing security for the benefit of the holders of the said debentures.

*Further assurance*

10. That it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or delivered all and every such further acts, deeds, transfers and assurances in law as the trustee shall reasonably require for the better accomplishment and effecting of the covenants and provisions of this deed, and when and so often as the company shall hereafter acquire any additional property, moveable or immovable, that it will acquire, possess and hold the same and every part and parcel thereof upon and subject to the trusts hereby created, and will sign all deeds and instruments necessary to establish the rights of the trustee in respect thereof which the trustee shall present to it for that purpose.

*Transfer of stocks*

11. If and whenever any part of the property conveyed or agreed to be conveyed by the company to the trustee as security for the said bonds or debentures shall consist of shares in the capital stock of any other company, the said shares shall be transferred to the trustee and entered in the name of the trustee on the appropriate books of the company by which they are issued, and if certificates are issued the same shall be in the name of the trustee, save and except always such shares as may be used to qualify directors to serve upon the board of such company, as to which shares the obligation of the company to convey to the trustee, shall be sufficiently fulfilled by the company delivering to the trustee the certificate for the shares in the names of such directors endorsed in blank, or if no certificate be issued, then by procuring from such directors from time to time an undertaking to transfer their qualifying shares to the trustee if and when required.

## ARTICLE III

*Possession until default*

Until default shall have been made in the payment of the principal or interest of one or more of the bonds or debentures secured under this deed or until default shall have been made in respect of something herein required to be done or permitted by the company, the company shall be suffered and permitted to possess and operate, manage and enjoy the mortgaged premises with all the equipment and appurtenances thereof, and to take and use the rents, incomes and profits thereof in the same manner and to the same extent as if this deed had not been executed.

## ARTICLE IV

*General powers and duties of trustee as to security*

1. The trustee shall not be required to give security for its conduct or administration and shall not be responsible for the acts of any agents whom it may reasonably and properly employ in connection with the performance of its duties hereunder, and all necessary expenditure incurred by the trustee in connection with the employment of such agents, whether counsel, solicitors, notaries or otherwise, shall be a first charge and lien upon the proceeds of the mortgaged premises if and when the same be realised upon by the trustee.

*Employment of Agents*

2. The trustee may for the execution of the duties and in furtherance of the powers conferred upon it, appoint or employ as its agents, representatives or otherwise, any advocates, solicitors, accountants, inspectors or clerks.

*Requisition of Bondholders*

3. The trustee shall not be required to take any action in virtue of the powers conferred upon it hereunder unless and until it has been required so to do in writing signed by the holders of bonds or debentures forming at least one-tenth of the value of the bonds or debentures then outstanding, defining the action which it is required to take, and the trustee may, before taking such action, require the bond or debenture holders at whose instance such action is demanded to deposit with the trustee the bonds or debentures so held by them for which when so deposited the trustee shall issue receipts.

*Deposit before Proceeding*

4. The obligation of the trustee to commence or continue any act, action or proceeding for the purpose of realising upon the mortgaged premises or enforcing any of the provisions of this deed or any obligation hereby imposed upon the trustee shall be conditional upon the bond or debenture holders furnishing sufficient funds to the trustee to commence or continue such action or proceeding and a sufficient bond of indemnity to protect and hold harmless the trustee against loss or damage by reason thereof.

*Vacancies in trusteeship*

5. Should the trustee resign, be removed, cease to perform or in any way become incapable of performing the duties of trustee, a new trustee shall be named in its place by the directors of the company, if such event happen whilst the company is not in default. In the event of the board of directors failing to name a new trustee after being required so to do by any bond or debenture holder or if the nomination of such trustee be required at a time when the company is in default, the nomination of such new trustee shall not be made by the said board of directors, but shall be made by the holders of a majority in value of the then outstanding bonds or debentures present at a meeting called for that purpose.

When and so often as a new trustee shall be nominated hereunder, the rights, property and powers vested in the former trustee by virtue hereof shall *ipso facto* from such nomi-

nation be and become vested in like manner in the new trustee without any further evidence of title being required, but if for any reason any further assurance be deemed expedient the same shall be executed at the expense of the trust created by this deed and may lawfully and validly be executed by the retiring trustee or his or its legal representatives.

### *Responsibility of trustee*

6. The trustee shall not be responsible or liable otherwise than as a trustee for any debts contracted by it or for damages to persons or property or for salaries or non-fulfilment of contracts during any period wherein the trustee shall manage the mortgaged premises or be in possession thereof, and the trustee shall not be bound to do, observe or perform, nor to see to the doing, observance or performance by the company of anything which the company may be bound to do, observe or perform by virtue of this deed or otherwise or in any way to supervise or interfere with the conduct of the company's business unless and until the company shall have become in default to pay the principal or interest of one or more of the said bonds or debentures or to perform its obligations hereunder and the trustee shall have been required by the bond or debenture holders to enforce its rights under this deed and shall have been kept supplied with the moneys reasonably necessary to enable it to take the required action and with sufficient bonds of indemnity to protect and hold it harmless against loss or damage by reason thereof.

## ARTICLE V

### *Default*

The principal moneys of the said debentures secured under this deed shall become due and exigible in each and every of the following events :

#### *Default in interest*

1. If the company make default in the payment of any interest due on the said bonds or debentures and such default shall continue for a period of ninety (90) days ;

#### *Default in principal*

2. If the company make default in the payment of the principal moneys of any of the said bonds or debentures and such default shall continue for a period of ninety (90) days ;

*Insolvency*

3. If the company shall become insolvent, bankrupt or go into liquidation either voluntarily or by order of a court of competent jurisdiction or make a general assignment for the benefit of its creditors or otherwise acknowledge its insolvency.

*Appointment of liquidator*

4. If a liquidator or liquidators, receiver or receivers, sequestrator or sequestrators be appointed to the company.

*Execution*

5. If any process or execution be levied or enforced upon or against any of the property, moveable or immoveable, of the company and remain unsatisfied for the space of three weeks.

*Failure to act*

6. If the company shall for the period of ninety days neglect to observe and carry out any of the obligations to which it is bound under the terms hereof and which the trustee is unwilling to waive under the powers conferred upon it herein.

## ARTICLE VI

*Powers of trustees in case of default.—Waiver*

1. The trustee may from time to time or at any time by instrument in writing only, waive on such terms and conditions as to it may seem expedient any breach by the company of any of the covenants in this deed contained, other than the covenant to pay ; but in case default shall be made in the payment of any instalment of interest on any of the said bonds or debentures after such interest shall become payable according to the provisions hereof, the holders of a majority in value of all the bonds or debentures secured under this deed and then outstanding and upon which default in payment of interest shall have been made and shall be continuing, shall have power by instrument in writing under their hands or by vote at a meeting of bond or debenture holders, duly convened and held as hereinafter provided at any time before the actual payment and acceptance of the interest so in arrear to instruct the trustee to waive such default on such terms and conditions as such majority shall prescribe, provided always that no act or omission either of the trustee or of the bond or debenture holders in the premises shall extend to or

be taken in any manner whatsoever to affect any subsequent default or any rights resulting therefrom.

### *Entry*

2. In case default shall be made in the payment of the principal or interest of any of the bonds or debentures secured hereby and the same shall have continued for ninety (90) days or if the same shall have otherwise become due by virtue of the provisions hereof, the trustee may in its discretion after having given thirty days' notice in writing to the company, and shall upon the request in writing of the holders of one half of the total amount of bonds or debentures then outstanding, and after giving thirty days' notice in writing to the company, enter by its officers, agents or attorneys into and upon all and every part of the mortgaged premises and thenceforth, have, hold, possess and enjoy the same with all rights, privileges and franchises hereby vested in the trustee, with full power to carry on manage and conduct the business and operations of the company in all respects and in the same manner and with the same powers as the company might have done had it continued in possession, and it shall be lawful for the trustee, either after such entry as aforesaid or without any entry after such default and after ninety (90) days' notice to sell and dispose of all the mortgaged premises either as a whole or in such parts as the trustee may deem expedient at public auction or by private sale at such place and time and upon such terms and conditions as the trustee may deem expedient, such notice of the time, place, terms and conditions of such sale having been given by six separate insertions in a daily paper published at Montreal, and six separate insertions in a daily paper published in London, England, at least ninety (90) days before the time fixed for such sale, and it shall be lawful for the trustee to make such sale upon such conditions as to upset price and as to reserve bid or price as it may deem proper and to receive the price or consideration of such sale in its discretion either wholly in cash or partly in cash and partly in bonds or debentures secured hereunder in such proportions, at such rate and for such amount as it may deem proper and as can be done consistently with the rights of all the holders of bonds or debentures secured hereunder to rank equally against the security created hereby and the trustee shall have power to rescind or vary any contract of sale that it may have entered into and to resell, and to adjourn any sale from time to time and to make and deliver to the purchaser or purchasers of the mortgaged premises or any part thereof good and sufficient deeds of conveyance for the same, the trustee being hereby constituted the attorney irrevocable

of the company for the purpose of making such sale and executing such deeds, which sale or sales as aforesaid shall be a perpetual bar against the company and its assigns and all other persons claiming the said mortgaged premises or any part thereof, from, through or under the company or its assigns, and the proceeds of such sale or sales shall be distributed in the manner hereinafter provided.

### *Surrender*

3. The company in case of default hereunder binds and obliges itself forthwith on the demand of the trustee to yield up possession of the mortgaged premises and the conduct of its business to the trustee, and undertakes to put no obstacle in the way of but to facilitate by all legal means the actions of the trustee and not to interfere with the carrying out of the powers hereby granted to the trustee, and the company hereby agrees to consent and does consent to the appointment, on the demand of the trustee at the time of default, of a receiver or receivers, manager or managers, liquidator or liquidators, sequestrator or sequestrators, with any and all of the powers with which the trustee is hereby vested. The company hereby undertakes in the said event to consent and does consent to any petition or application presented to any court by the trustee in order to effectuate the intention of this deed as above set forth and that it will not, after receiving notice from the trustee that it has taken possession of the mortgaged premises, continue in said business except with the express written consent and authority of the trustee and then only to the extent to which the trustee shall in writing have agreed, and the company shall forthwith by and through its officers execute such documents and transfers as may be necessary to place the trustee in legal possession of the mortgaged premises and to enable the trustee to reduce to possession all the property to which the trustee may be entitled, but of which it may not at such time have possession, and after receipt of such notice all the powers, functions, rights and privileges of each and every of the directors and officers of the company shall as respects the mortgaged premises and the undertaking of the company, cease and determine, except in so far as the same may be specially authorized to be continued by the trustee in writing.

### ARTICLE VII.

#### *Disposal and release of mortgaged premises*

The charge hereby created on the mortgaged premises is intended to be of such a nature as will prevent creditors other

than the holders of bonds or debentures entitled to the benefit of this security from ranking on the mortgaged premises until such times as the holders of bonds or debentures entitled to the benefit thereof shall have been paid in full but not so as to interfere with the company before default, in the ownership, disposal, control and management of the mortgaged premises, its business and undertakings, as the same might have been enjoyed by it if these presents had not been executed ; and without limitation of the foregoing it is agreed that at any time, so long as the company shall not be in default to pay the principal or interest of any of the said debentures or to observe the covenants and agreements hereof, the company may :

1. Sell, lease, exchange, substitute or otherwise dispose of any part of the mortgaged premises in the possession of the company and which in the opinion of the company it may no longer be desirable to retain for the purposes of the company, on such terms and conditions as the company may think proper.

2. Discontinue, abandon or cease from operating or working any part of the company's property which in the opinion of the company may be unprofitable or be a source of loss to the company or which for any other reason the company may deem it advisable not further to operate or work and the company shall not in that event be bound to maintain or keep up such part of the said property or the building or appurtenances in connection therewith except so far as may be necessary to maintain the saleable value of the same as something not required for the company's purposes.

- 3 To vary, modify or surrender any contract or arrangement which it may have with any municipal corporation for the operation of its railway, or other contract in respect of any part of its undertaking upon such terms and conditions and for such considerations as the company may deem expedient.

4. Assign, transfer or make over to any subsidiary company controlled by the company through the holding by the company of the majority of its stock, any property, moveable or immoveable, or any contracts or rights now or hereafter vested in the company, if, in the opinion of the company it is to the advantage of the company to assign, transfer or make over the same to such subsidiary company, or if in the opinion of the company any contract which the company may have may be carried out most advantageously for the company through the instrumentality of such subsidiary company.

5. If any part of the mortgaged premises shall be sold or transferred by virtue of the foregoing provisions, the proceeds, if any, which shall be realized by reason thereof shall be in-



vested by the company in the acquisition of other property, moveable or immoveable useful for the company's purposes which shall in turn become vested in the trustee and subject to the trust hereby created, or if not so invested such proceeds shall be applied in the purchase of debentures secured hereby and the debentures so purchased shall be cancelled and delivered to the trustee to be destroyed.

6. If any property shall be exchanged, substituted or otherwise disposed of and if the company shall receive in exchange or substitution therefor or as consideration for such disposal, other property of any kind suitable to or useful for the company's purposes, then and in that event the property so acquired shall likewise be conveyed to the trustee and become in turn subject to the trusts hereby created

7. The trustee is hereby authorized, at the request of the company, evidenced by resolution of the board of directors, to release from the operation of these presents any part of the mortgaged premises assigned, transferred sold, leased, exchanged, substituted or otherwise disposed of by the company in virtue of the foregoing provisions and to sign and execute all deeds and instruments necessary to effectuate such assignment, transfer, sale, lease, exchange, substitution or disposal.

8. The trustee may accept the resolution of the board of directors of the company to the effect that any part of the mortgaged premises is no longer required for the company's purposes or that it is expedient that any part thereof should be sold, leased, exchanged substituted or otherwise disposed of or that any contract should be abandoned varied, extended or modified, or any property, moveable or immoveable, contracts or rights assigned, transferred or made over to any subsidiary company, or that any property proposed to be acquired is suitable for the purposes of the company's business, and as to the value of any property, and may accept any such resolution of the board of directors as evidence of the facts stated therein and as justifying the action proposed to be taken in respect thereof

9. The trustees may require, but shall not be bound to require, a written report of a valuer or expert of good repute as to the value of any property proposed to be dealt with, or as to any facts stated in any such resolution, but the trustee shall in nowise be responsible for any error in any such resolution or valuation, or for any loss that may be incurred thereby.

10. The trustee may in its discretion but, shall not be obliged so to do, before taking any action under the powers conferred upon it by this section, call a meeting of the holders of bonds or debentures at such time outstanding for the purpose of

consulting such meeting as to the desirability of the exercise by the trustee of any such powers in cases where in the opinion of the trustee the action proposed to be taken by the company will necessarily diminish the value of the mortgaged premises, considered as a whole, to such extent as to permanently affect the security of the bond or debenture holders.

#### ARTICLE VIII

##### *Proceeds of sale.—Distribution*

1. The trustee shall hold all moneys arising from the sale or realisation by it, after foreclosure, of the whole or any part of the mortgaged premises upon trust that it shall therefrom in the first place pay or retain the costs and expenses incurred by it in and about the execution of this trust, and shall apply the residue of the said moneys, first, in and towards the payment to the holders of the said bonds or debentures, *pari passu*, in proportion to the amounts due to them respectively and without any preference or priority whatsoever, of all arrears of interest remaining unpaid on such bonds or debentures : Second, in and towards the payment to the holders of the said bonds or debentures *pari passu*, in proportion to the amounts due to them respectively and without any preference or priority either on account of priority of issue or otherwise of all principal moneys due in respect of said bonds or debentures ; and lastly, the trustee shall pay the surplus if any, of such moneys to the company.

##### *Exception in certain cases*

2. The trustee shall not be bound to apply any money coming into its hands arising from the sale or realisation, after foreclosure, of any part of the mortgaged premises if, in its discretion the amount so received by it is insufficient to justify the distribution of it or if the trustee should consider such distribution inadvisable, but it may retain the moneys so received by it and deposit the same in a bank to its credit or invest the same until such time as it decides to distribute the same or is instructed so to do by a resolution of a meeting of the bond or debenture holders or by the holders of a majority of the bonds or debentures entitled to share in such distribution by writing under their hands.

##### *Notice of Payment*

3. Notice shall be given by the trustee of any distribution of moneys intended to be made amongst the bond or deben-

ture holders and such notice shall state the time and place at which such payment is to be made and after the day so fixed, the bond or debenture holders, after deduction of the respective amounts paid to them at such time and place, shall only be entitled to interest on the balance, if any, of the moneys due to them on the bonds or debentures held by them, and holders of bonds or debentures who fail to apply for money due them at such time and place, shall, if the money be then and there provided and kept at their disposal be deemed to have received the same. The receipt of the holder of each bond or debenture for the principal money or interest due thereon or any part thereof shall be a good discharge. The trustee shall have the right at the time of making such payment or distribution among the bond or debenture holders to demand of any person claiming payment the production of the actual bonds or debentures under which he claims, and on the trustee being satisfied that the person presenting the same is the legal holder thereof, it shall be entitled on making such payment to cause to be endorsed on the said bonds or debentures a memorandum of the amount so paid and of the date of payment, but the trustee may in its discretion and upon such terms or indemnity as it may deem expedient, dispense with the production of such bonds or debentures.

#### ARTICLE IX

##### *As to other remedies.—Suits by individual holders*

1. No holder of any bond, debenture or coupon hereby secured shall have any right to institute any suit, action or proceeding for the purpose of bringing the mortgaged premises or any part thereof to sale or for the execution of any trust hereby created, or for the appointment of a liquidator, receiver or sequestrator or to have the company wound up or for any other remedy hereunder unless the holder of such bond, debenture or coupon shall previously have given to the trustee written notice of default on the part of the company and of the continuance thereof for not less than ninety days and that the holders of one fourth in amount of the bonds or debentures at such time outstanding shall have required the trustee in writing to take action and shall have afforded the trustee reasonable opportunity to exercise the powers hereinbefore provided; and such notification and request are hereby declared in every case, at the option of the trustee, to be conditions precedent to the obligation of the trustee to exercise any of the powers conferred upon it hereunder.

*Remedies cumulative*

2. No right or remedy hereby conferred upon or reserved to the trustee or conferred upon or reserved to the holders of bonds or debentures secured hereunder is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be subject to the terms and conditions hereof, be cumulative and be in addition to every other right and remedy given hereunder or now existing or hereafter to exist, it being the intention of these presents further that all proceedings instituted by the trustee should be had and instituted for the equal benefit and advantage of all the said holders of bonds or debentures secured hereunder and that no one or more holders of said bonds or debentures should have any right in any manner whatsoever to affect, disturb or prejudice the security hereby created by any action except through the trustee when the trustee is not in default to fulfil its obligations hereunder.

## ARTICLE X

*Discharge*

When and so soon as all the bonds or debentures secured hereunder and the coupons annexed thereto shall have been paid in full as and when the same become due and are presented for payment or if any of the said bonds or debentures shall have become due and not been presented for payment, then when the amount of such bonds, debentures or coupons shall have been deposited with the trustee and when all the things hereby required to be performed by the company have been performed by it according to the true intent and meaning of this deed, then and in such case all the mortgaged premises and all the property, rights, franchises, tolls, revenues and income of the company shall revert to the company free and clear of the charge hereby created and the trustee in such case shall on the demand of the company and at its cost and expense enter a satisfaction of the charge hereby created upon any and all records where the said charge may be entered and shall cause a discharge and acquittance to the company to be executed in due form and delivered to the company.

## ARTICLE XI

*Meetings of bond or debenture holders.—Place of meeting*

1. Meetings of the holders of bonds or debentures secured hereunder may be held at the city of London, in England, or at the city of Montreal.

*How to call*

2. Meetings of bond or debenture holders shall be called by the trustee,—

a. Of its own motion and at its own discretion.

b. Whenever required in writing so to do by the holders of one tenth in value of the bonds or debentures then outstanding.

3. Meetings of bond or debenture holders may be called by the holders of one tenth in value of the then outstanding bonds or debentures, if, after being requested so to do in writing by them the trustee fail within one week to give notice of the holding of such meeting.

4. Notice of the time and place of meetings shall be given by advertisement,—

a. In a daily paper published in the city of Montreal, by six consecutive insertions, the first whereof shall be inserted not less than fifteen (15) days prior to such meetings ;

b. In a daily paper published at London, England, by six consecutive insertions, the first whereof shall be inserted not less than fifteen (15) days prior to such meeting ;

c. By circular mailed not less than fifteen (15) days before the date fixed for such meeting and addressed to each bond or debenture holder whose name and address shall have been registered in accordance with the provisions hereof.

*Object of meeting*

5. The notice convening the meeting shall state the object of the meeting in general terms.

*Waiving of notice*

6. The bond or debenture holders or any of them may waive notice of any meeting.

*Adjournment*

7. Meetings of bond or debenture holders may be adjourned from time to time by the holders who may attend such meetings without any new or further notice being necessary.

*Rules*

8. Rules and regulations for the procedure at such meetings shall be binding if assented to in writing by the holders of seventy-five per centum (75%) in value of the bonds or debentures outstanding.

### *Votes*

9. Each bond or debenture holder shall have one vote for each one hundred pounds sterling (£100) or its equivalent represented by the par value of the bonds or debentures held by him. Holders may vote by proxy whether such proxy be himself a holder or not.

Bond or debenture holders shall not be entitled to vote when their vote is challenged if they fail to produce and exhibit the bonds or debentures in respect of which they claim to vote, or a certificate from the trustee that such bonds or debentures have been deposited with the trustee.

### *Quorum*

10. A quorum at a bond or debenture holders' meeting shall consist of the persons representing in person or by proxy holders of one tenth in value of the bonds or debentures then outstanding.

### *Officers at meetings*

11. Meetings may appoint a chairman and secretary.

### *Minutes*

12. The secretary shall keep careful and accurate minutes of each meeting and no action of any meeting shall be effective until the minutes thereof shall have been written up and certified by the chairman and secretary and filed with the trustee. Such minutes shall at all times be open to the inspection of bond or debenture holders.

### *Powers of meetings*

13. Meetings of bond or debenture holders shall have power by resolution assented to by the holders of fifty-one per centum (51%) in value of the outstanding bonds or debentures,—

a. To direct and control any action of the trustee hereunder wherein the trustee is given discretion to act;

b. To sanction any modification or compromise of the rights of the bond or debenture holders against the company or against its property other than the right of the bond or debenture holders to be paid the principal money and interest represented by their bonds or debentures and overdue coupons;

c. To authorize the trustee in the event of foreclosure to sell and dispose of any part of the mortgaged premises either

at public auction or by private sale with or without notice at such times and upon such terms and conditions, with or without an upset price and for such consideration to such persons, firms or companies as the meeting shall see fit and to receive the consideration therefor, either wholly in cash or partly in cash and partly in securities, as the meeting may direct ;

*d.* To authorize and direct the trustee at any sale of the mortgaged premises to bid the same in on behalf of the bond or debenture holders each in proportion to the amount of bonds or debentures held by him and to re-organise the company in such manner as to give to each bond or debenture holder an interest therein proportionate to the value of the bonds or debentures held by him ;

*e.* To authorize the trustee to apply to any court of competent jurisdiction for a winding up order or for the appointment of a liquidator ;

*f.* To appoint an advisory committee of bond or debenture holders to act in conjunction with the trustee and to prescribe the number, powers and rights of such committee and to delegate to such committee any of the powers of a meeting of bond or debenture holders hereunder.

### *Expenses*

14. The expenses of convening and holding meetings together with the legitimate travelling expenses of the agent of the trustee shall be payable by the company and shall be a charge upon the mortgaged premises in priority to the principal or interest of the said debentures.

### ARTICLE XII

#### *Acceptance by Trustee*

The said trustee hereby accepts the trust in this deed declared and provided, and agrees to perform the same upon the terms and conditions hereinbefore set forth, it being distinctly understood and agreed that the trustee is not to be liable for failure or defect of title to, or for any encumbrance upon the mortgaged premises or any part thereof, or for any statement of fact or recitals in this deed or in said bonds or debentures contained, or for the verification of the same; but all such statements and recitals are deemed to have been made by the company only and it is hereby declared and agreed between the parties hereto as a condition without which the trustee would not have entered into these presents or accepted the trust hereby created, that nothing herein contained shall in any wise cast upon the trustee

any obligation to make, register or record this or any deed or writing by way of mortgage from the company or otherwise upon any of the mortgaged premises or upon any property in order to effect or add to the security intended to be created by this deed nor shall it be the duty of the trustee to register or record this deed as a mortgage or otherwise or to procure any further or additional instruments of further assurance or to do any other act, even if suitable or proper to be done for the preservation of the security hereby created or for the giving of notice of the existence of any such charge or for supplementing the same.

IN WITNESS WHEREOF the parties have executed these presents at Montreal aforesaid, this twenty-ninth day of February one thousand nine hundred and eight, under the number seven thousand one hundred and thirty-two of the records of the undersigned notary, the same having been first duly read, and the respective seals of the said parties having been hereunto affixed together with the signatures of their respective officers.

|        |                                       |
|--------|---------------------------------------|
|        | (Signed) MONTREAL STREET RAILWAY CO., |
| [Seal] | L. J. FORGET, <i>President</i> .      |
|        | PATRICK DUBEE, <i>Secretary</i> .     |
|        | " THE ROYAL TRUST COMPANY,            |
|        | A. MACNIDER,                          |
| [Seal] | <i>Member Executive Committee.</i>    |
|        | H. ROBERTSON, <i>Manager</i> .        |
|        | " J. A. CAMERON, N. P.                |

A true copy of the original hereof remaining of record in my office.

J. A. CAMERON, N. P.

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EXTRACT from the minutes of a special general meeting of the shareholders of the Montreal Street Railway Company, held on Friday the 1st day of February, 1908, at the offices of the company, Street Railway Chambers, at 12.00 noon.

Present the following directors :—

Hon. L. J. Forget, K. W. Blackwell, W. G. Ross, Geo. Caverhill and Paul Galibert and the following shareholders : M. Burke, G. Durnford, W. B. Blackader, P. R. Gault, A. L. Forbes, A. Kingman, Hon. Robt. Mackay, J. M. Fortier, F. S. Lyman, R. McLea, H. L. Henderson, W. O'Brien, John Patterson, W. W. Halpin, W. McLea Walbank and many others.



Upon motion of the president, seconded by the vice-president, it was unanimously resolved :—"That the company do issue bonds or debentures amounting in the aggregate to two million three hundred thousand dollars (\$2,300,000.00) payable either in currency or sterling in such form and upon such terms and conditions as the directors may determine and bearing interest at  $4\frac{1}{2}\%$  per annum and maturing on the 1st of May, 1922."

"2. That such bonds or debentures be secured upon the company's property moveable and immoveable to the extent that the directors may determine and that the directors be and they are hereby authorized to convey to trustees by notarial deed such of the property moveable and immoveable, present or future, of the company as they may think expedient upon such terms and conditions and with such remedies for the holders of said bonds or debentures as they may think expedient; provided that such deed shall contain provisions securing and enabling the company to secure its other bonds or debentures issued or to be issued not exceeding the amount authorized by the company's charter, equally with the bonds or debentures above referred to against the security to be created by such deed."

Upon motion of the president, seconded by the vice-president, it was unanimously resolved :—"That the bonds or debentures this day authorized to be issued be sold by the company on such terms and conditions and at such prices as the directors may determine."

The president then submitted the scrutineers' report which was as follows :—

"As scrutineers duly appointed by you at the special general meeting of the shareholders of the Montreal Street Railway Company, we beg to report that the result of the vote on the motions was 72,678 shares in favor of the motion and none against,—the first mentioned number of shares representing more than one-half of the total shares, capital of the company."

Certified a true copy,

[Seal] (Signed) PATRICK DUBEE, *Secretary*.

Montreal, February 29th, 1908.

This is a certified copy of the resolution of the shareholders of the Montreal Street Railway Company, mentioned in and annexed to the deed of conveyance in trust by the said company to The Royal Trust Company executed before the undersigned

notary on this twenty-ninth day of February, one thousand nine hundred and eight.

*In test. veritatis :*

[Seal]        (Signed) MONTREAL STREET RAILWAY CO.,

L. J. FORGET, *President*.

PATRICK DUBEE, *Secretary*.

[Seal]        “        THE ROYAL TRUST COMPANY,

A. MACNIDER,

*Member Executive Committee.*

H. ROBERTSON, *Manager*.

“        J. A. CAMERON, N. P.

A true copy.

J. A. CAMERON, N. P.

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EXTRACT from the minutes of a meeting of the board of directors of the Montreal Street Railway Company, held on Friday, the twenty-eighth day of February, one thousand nine hundred and eight.

PRESENT :

Mr. K. W. Blackwell, vice-president, who in the absence of the president, took the chair. Messrs W. G. Ross, Geo. Caverhill, Paul Galibert, Robert Meighen and Sir H. Montagu Allan, being a quorum.

It was unanimously resolved :

“ That the draft deed prepared by the company’s solicitors and laid before the meeting, whereby the company pledges, hypothecates and transfers all its property, moveable and immoveable, present or future, contracts, franchises, tolls and income, to and in favour of the Royal Trust Company as trustee for the holders of bonds or debentures issued or to be issued by the company to an amount not exceeding in the aggregate fifty per centum (50%) of the amount of the paid up capital stock of the company, be and the same is hereby approved ; and that the president or vice-president of the company and the secretary be and they are hereby authorized to sign and execute for and on behalf of the company and to affix the company’s corporate seal

“to a deed in notarial form substantially in the form set forth  
“in said draft deed.”

Certified a true copy.

[Seal]            (Signed)   PATRICK DUBEE, *Secretary*.

This is a certified copy of the resolution of the directors of The Montreal Street Railway Company, mentioned in and annexed to the deed of conveyance in trust by the said company to The Royal Trust Company, executed before the undersigned notary, on this twenty-ninth day of February, one thousand nine hundred and eight.

*In test. veritatis :*

|        |          |                                     |
|--------|----------|-------------------------------------|
| [Seal] | (Signed) | MONTREAL STREET RAILWAY CO.,        |
|        | “        | L. J. FORGET, <i>President</i> ,    |
|        | “        | PATRICK DUBEE, <i>Secretary</i> ,   |
| [Seal] | “        | THE ROYAL TRUST COMPANY,            |
|        | “        | A. MACNIDER,                        |
|        | “        | <i>Member Executive Committee</i> , |
|        | “        | H. ROBERTSON, <i>Manager</i> ,      |
|        | “        | J. A. CAMERON, <i>N. P.</i>         |

A true copy.

J. A. CAMERON, N. P.

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## CHAP. 111

An Act to amend the act incorporating “The Suburban Tramway and Power Company”

[Assented to 14th April, 1908]

Preamble.

**W**HEREAS “The Suburban Tramway and Power Company” has by its petition presented that it was incorporated by the act 4 Edward VII, chapter 77, and has prayed that the said act be amended in the manner hereinafter mentioned; and

Whereas, it is expedient to grant the prayer of the said petition ;

Therefore, His Majesty, with the advice and consent of the Legislative Council and of the Legislative Assembly of Quebec, enacts as follows :