

7. Nevertheless, the holder of any registered bond or debenture may claim and obtain in exchange therefor one payable to bearer, with interest coupons thereto attached; and the holder of such bond or debenture may exchange the same for one payable to order. The lieutenant-governor in council may determine the conditions, the manner and the cost of effecting such exchange.

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

C A P . X I X .

An Act ordering and confirming the sale of that part of the Quebec, Montreal, Ottawa and Occidental Railway, extending from Montreal to St. Jérôme, Aylmer and the city of Ottawa.

[Assented to 27th May, 1882.]

Preamble.

WHEREAS the Government of the Province of Quebec has entered into an agreement with the Canadian Pacific Railway Company for the sale to the said Company of that portion of the Quebec, Montreal, Ottawa and Occidental Railway, extending from Montreal to St. Jérôme, Aylmer and Ottawa City, which agreement bears date the fourth day of March, one thousand eight hundred and eighty-two; and whereas it is expedient to approve and ratify the said agreement, and to make provision for carrying out the same; Therefore, Her Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows:

Agreement of sale approved and ratified.

1. The said agreement of sale,—a copy of which, with schedules, is annexed hereto as appendix A,—is hereby approved and ratified, and the Government is hereby authorized to perform and carry out the provisions thereof, according to their purport.

Canadian Pacific Railway Company vested with the property of part of the Q., M., O., & O. railway under the agreement.

2. Under the said agreement, the said Canadian Pacific Railway Company is hereby vested with the right of property in the said portion of the said railway, lying between Montreal, St. Jérôme, Aylmer and the City of Ottawa, all inclusive; together with all the lands and property referred to and described in general terms, or otherwise, in the said agreement, notwithstanding that such property is not described in the said agreement by meets and bounds or by the cadastral numbers thereof,

notwithstanding any provisions of the Civil Code of Lower Canada upon this subject, to the contrary.

The mortgages stipulated and created by the said agreement in favor of the Government of the Province of Quebec are, hereby, declared valid and binding on the said company with the same effect and to the same extent, with regard to the property thus hypothecated and charged, as if the same had been described in the said deed by meets and bounds, or by the cadastral numbers thereof, in conformity with the provisions of the Civil Code of Lower Canada and the rank and priority of the Government of the said Province as hypothecary creditors of the said railway, and its appurtenances, and of the said immovable property conveyed to the said railway, shall be preserved with the same effect and in the same manner as if the said agreement had been duly registered, upon the day of the passing of this act, against the said railway and other immovable property, in each of the Registry Offices of the several registration divisions, wherein the said railway and property or any portion thereof are situated, in conformity with the provisions of the Civil Code of Lower Canada, at the date of the said agreement.

Mortgages created by the agreement declared valid and binding.

3. And whereas the said Canadian Pacific Railway Company has acquired from the Laurentian Railway Company and the St. Eustache Railway Company, their respective lines of railway, commonly known as the St. Eustache branch and the St. Lin branch respectively, under and by virtue of the two following deeds, viz :

Additional preamble, respecting the acquisition of certain railways by the Canadian Pacific Railway Company.

1st. A deed of sale of the Laurentian Railway, duly executed by and on behalf of the said Railway Company, under the seal of the said company, at Montreal aforesaid on the thirteenth day of March, one thousand eight hundred and eighty-two, a copy of which is hereunto annexed as appendix B ;

2nd. A deed of sale of the St. Eustache Railway duly executed by and on behalf of the said Railway Company, under the seal of the said company, at Montreal aforesaid, on the thirteenth day of March, one thousand eight hundred and eighty-two, a copy of which is hereunto annexed as appendix C ;

And whereas, by the said first mentioned agreement between the Government of Quebec and the Canadian Pacific Railway Company, the latter company has hypothecated the said St. Lin and the said St. Eustache branches, as security for the payment of the purchase money mentioned in the agreement hereinabove first referred to, and it is expedient that the said sales and the

said hypothec should also be hereby confirmed and ratified, it is therefore further enacted :

Sales of these roads approved and confirmed and mortgages created are also ratified and confirmed.

The said sales of the said Laurentian Railway and of the said St. Eustache branch are hereby approved and confirmed; and the hypothec created upon them, respectively, by the said first mentioned deed of agreement, is also hereby ratified and confirmed, and constituted a first charge upon each of the said railways and their appurtenances respectively; the whole upon the terms and conditions in the said contracts mentioned.

Deposit by Canadian Pacific Railway Company of a certain sum of money if certain debentures cannot be returned to the Government.
Act in force.

4. If the Canadian Pacific Railway Company cannot return to the government all the debentures issued by the Laurentian Railway it shall deposit with the provincial treasurer a sum of money, the amount whereof shall be determined by the lieutenant-governor in council, to represent the value of the said debentures.

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

APPENDIX A.

This agreement made in duplicate this fourth day of March, eighteen hundred and eighty-two, between Her Majesty the Queen, acting for and on behalf of the Province of Quebec, by the Honorable Joseph A. Chapleau, the Premier and Commissioner of Railways of the said province, hereinafter called : " the Government ;" and the Canadian Pacific Railway Company, a body corporate and politic, duly incorporated by letters patent of the Dominion of Canada, acting herein by Duncan McIntyre and Richard B. Angus, vice-presidents thereof, duly authorized for the purposes hereof by resolution of the board of Directors thereof, hereinafter called : " The Company, "

WITNESSETH :

Sale of the Western section of the Q., M., O. & O. RR., with certain branches.

1. That, subject to the ratification of the Legislature of the said province of Quebec, as hereinafter provided, the government hath sold, transferred and assigned, and by these presents doth sell, transfer and assign, to the company, accepting thereof as aforesaid, that portion of the railway now known as the Quebec, Montreal, Ottawa and Occidental Railway, lying between Montreal and Aylmer, both inclusive, with the branch and bridge into the city of Ottawa, and the branch to the town of St. Jérôme; together with all lands, property, rights and privileges

thereto appertaining, or held, or acquired by the said government, for the purposes of the said portion of the said railway, or incidental thereto, or in connection therewith; comprising also all the tools, implements, machinery and movables of all descriptions now in use in running and carrying on the business of the said portion of the said railway as a going concern, exclusive of stores and supplies. But reserving, from the said lands and property, the property in the city of Montreal, known as the Belle-rive property, being number 1593 of the cadastral plan and book of reference of the St. Mary's ward of the city of Montreal; and the North-half of the property known as the Macdonald property, being number 615 of the said cadastral plan. And including, among the lands and property hereby conveyed, that portion of the property known as number 1,581 of the said cadastral plan and book of reference, commonly called the Gaol property, where the workshops for the said railway are now being erected; bounded in front by Ste. Catherine street, on one side by Colborne Avenue, on the other side by numbers 1577, 1578 and 1,579 of the said cadastral plan, and in rear by the stone wall in rear of the Montreal gaol; and also the property, at Hochelaga, known as the Old Military Hospital, being numbers 149 and 150 of the cadastral plan and book of reference of the incorporated village of Hochelaga. But it is agreed that the said reserve of the said Belle-rive property shall be solely and exclusively for the purposes of the remainder of the said railway, and for no other purpose whatever; that the freight sheds of the company shall be erected on the portion of the Macdonald property hereby conveyed to them, and that the said property shall be used exclusively for railway purposes and for no other purpose whatever; also all the rights, privileges and property of the government acquired or held for the purpose of, or in connection with the proposed branch of the said railway to a point of junction with the Grand Trunk Railway, west of the said city of Montreal. The foregoing description being intended to include, without specifically naming or describing the same, (under reserves aforesaid), every species of property now held by the government, as in any manner incidental to or connected with the said portion of the said railway, from the terminus thereof on the property known as the Quebec Gate Barracks, in the city of Montreal, inclusive, to the termini thereof at Aylmer, Ottawa and St. Jérôme, all inclusive, as well as the said proposed branch.

Property reserved from the sale.

Property included in the sale.

What is included in sale.

2. And the Government hath also sold, transferred and assigned, and doth hereby sell, transfer and assign to the company accepting thereof as aforesaid, a proportion of the

French
 Interest
 Capital
 Portion of the
 plant and
 rolling stock
 included in sale.

plant and rolling stock now upon the Quebec, Montreal, Ottawa and Occidental Railway of the value of \$450,000, according to the prices appended thereto in the Schedule thereof, hereto annexed: and also railway supplies and stores of the value, at the cost price thereof, of \$80,000. The said plant and rolling stock to be taken from the existing plant and rolling stock of the said railway, of average quality and in fair proportions of each of the kinds detailed in the said schedule; and such stores and supplies to be taken in similar proportions and of like quality, out of the stores and supplies now held by the Government for the purposes of the said railway. And if the parties hereto are unable to agree as to the proportions in which the said plant, rolling stock, stores and supplies, shall be taken by them respectively, or as to the quality thereof, any dispute or difference respecting the same shall be adjusted by the mechanical superintendents of the Government and of the company; who, if they differ, shall have power to name a third person as umpire; and in that case the decision of the majority of them shall be final.

Arbitration in case parties disagree.

Continuation of certain works.

3. And it is further agreed between the parties hereto, that the several works of construction, now being executed in and near the city of Montreal for the purposes of the said railway, including a double track into the Quebec Gate Barracks' Station, shall be continued and completed by the government under the existing contracts therefor, and in accordance therewith, in so far as they have been contracted for, and if not contracted for, then in a substantial manner; and the government shall also build upon the portion of the Macdonald property, hereby conveyed, a freight shed for the use of the company, to be of the dimensions of 40 feet by 400 feet, to cost not less than \$10,000, the plan of which shall be approved by the company. And a station shall be constructed by the company upon the said Quebec Gate Barracks' property, within one year from the date hereof, at a cost of at least \$60,000. And the company will pay to the government, out of the purchase money hereafter mentioned, the sum of \$240,000, as a consideration for causing the said contract to be performed and the said freight shed to be built, which payments shall be made as the said works proceed; and they shall be allowed to reserve out of the said purchase money the said sum of \$60,000 for the said station.

Government to build freight shed on the Macdonald property.

Station to be built by Company at Quebec Gate Barracks.

Payment by company for certain works.

Branch between Dorval station on G. T. R. at Montreal.

4. And it is further agreed between the said parties hereto, that a branch of the said railway shall be constructed from a point on its main line to the northward of Mile End Station, to a point of junction with the Grand Trunk

Railway between Dorval Station and Montreal, such points of junction to be selected by the company; on which branch there shall be expended, under the direction and supervision of the company, out of the price and consideration hereinafter mentioned, the sum of \$100,000; which construction in consideration of the said sum, the company hereby undertake to make and complete, of the standard of the remainder of the said railway, and within one year from the date hereof.

Amount to be expended therefor.

Branch road to be equal to rest of road and to be completed within one year.

5. The foregoing sale, transfer and assignment, and agreements, are thus made for and in consideration of the sum of \$4,000,000, from out of which the Company shall pay the said sum of \$300,000 for the completion of the said works of construction in and near Montreal, in the proportions above mentioned, and the sum of \$100,000 for the said branch to the Grand Trunk Railway, as the same shall be required, from time to time, for carrying out the said contracts and the other terms and conditions hereof. And also shall pay to the Government the further sum of \$600,000 by annual instalments of \$100,000 each, payable at the end of each and every year, on the first day of March in each year, the first of which payments shall fall due on the first day of March 1883, with interest at the rate of five per cent per annum, payable at the same times as the interest on the remainder of the price as hereinafter provided. And as to the balance of \$3,000,000, the Company agree and bind themselves to pay the interest thereon to the Government at the rate of five per centum per annum semi-annually, on the first days of March and September in each year, commencing on the first day of September next; with the right to the Company to pay the said capital amount of \$3,000,000 to the Government at any time after having given to the Government six months' notice of their intention so to pay the same: and with the right to the Government to demand and enforce payment, of the said balance of capital, at any time after the expiry of twenty years from the date hereof, on giving six months previous notice of such demand.

Price and conditions of sale.

And the said sale, transfer, assignment and agreements, are thus made and entered into upon the other and further considerations following, viz:

Further conditions.

6. That, inasmuch as the said acquisition of the said portion of the said railway is now hereby made as an extension of the said Canadian Pacific Railway, the Eastern terminus of the said Canadian Pacific Railway, including the Montreal passenger station thereof, shall be fixed and shall forever remain, at the place known as the Quebec Gate Barracks, in the city of Montreal; unless at any time

Eastern terminus of road & passenger station in Montreal.

hereafter the Company shall extend their Railway to the city of Quebec, in which case the Eastern terminus thereof shall be fixed at the said city of Quebec; the Montreal passenger station remaining at the said Quebec Gate Barracks.

Obligation of Government as to St. Charles branch.

7. And whereas it is of essential importance to the Government and to the Company that a ferry should be established over the river St. Lawrence from the city of Quebec to Point Levi, and that a branch of the Intercolonial Railway should be constructed from Point Levi eastward, to be known as the St. Charles, Branch, by means whereof trains of cars can be ferried across the river St. Lawrence, and the trains of the said Quebec, Montreal, Ottawa and Occidental Railway and of the Intercolonial Railway can be transferred from one railway to the other and run on such other, without breaking bulk; Therefore, it is hereby further agreed that the Government will use its best endeavors to procure the completion by the Government of the Dominion, of the necessary works for such ferry on the south shore of the said river St. Lawrence at Point Levi, and of the said branch, with as little delay as possible, and upon obtaining an agreement to that effect from the Government of the Dominion, will, on its own part, complete all the works necessary for the same on the north shore of the said river at Quebec.

Rates for freight and passengers.

8. That through freight and passenger traffic shall be carried over both of the said railways and every part thereof, including branches built or to be built, or belonging to or to be acquired by the owners thereof respectively, and also including bridges and tunnels, at the freight and passenger rates established and charged by the Canadian Pacific Railway Company for all traffic carried past the city of Ottawa in either direction, and at rates to be agreed upon, from time to time, between the Government or its assigns and the company for all traffic which is both received and delivered East of the said city. And if the said parties fail to agree thereon, such rates shall be fixed by the Minister of Railways of the Dominion, on the request of either party hereto, after notice to the other. And all rates shall be apportioned between the government or its assigns and the company at a mileage rate, to be calculated *pro rata* according to the distance traversed by such traffic on each of the said railways respectively, without any extra charge for tunnels and bridges; the same rates per mile being charged on such tunnels and bridges as on the remainder of the said railways.

Rates to be fixed by Dominion Minister of Railways if parties do not agree.

Running arrangements with other

9. That if either party hereto makes arrangements with any other railway company for special rates for freight or

passengers carried by its railway to a connection with the railway of such other company, the other party hereto, or its assigns, shall have the benefit of such special rates for its through traffic, in so far as such arrangements can properly be made applicable to such traffic.

companies to be for mutual benefit.

10. That the government and its assigns shall give special despatch, equal to the despatch of express trains, to all emigrant trains from the city of Quebec westward, and shall run such trains as special trains on the arrival of ocean vessels bringing such emigrants, whenever the company shall notify and request the government or its assigns to send on such special emigrant trains, and shall be themselves prepared to forward them in like manner.

Despatch of emigrant trains.

And the government and its assigns shall also give prompt and speedy despatch to all foreign mails destined to be forwarded by the company. And the government and its assigns shall also grant to the company special low rates

Of Foreign mails.

of freight, not exceeding half a cent per ton per mile for all coal shipped upon its railway at Quebec, to and for the use of the company, without car mileage; the company furnishing their cars without car mileage, and paying car mileage due to any other railway company, for the use of its cars in carrying such coal upon the government railway, but the government not to make any charge for hauling such cars, when empty, over its road.

Rates of freight for coal for use of company.

11. That the company shall grant to the government and its assigns, running powers for ever from St. Martin's Junction, over the line of railway hereby sold, to the city of Montreal and intervening points, but without the right of doing any local business over such portion of railway; except in so far as it may hereafter be mutually agreed between the parties hereto that the government may carry passengers to or from St. Martin's station. from or to Montreal on behalf of the company, upon terms to be fixed by such agreement. And the company shall also allow to the government or its assigns, for the purposes of its said railway, the use, in common with the company, of the passenger stations and platforms at all the stations built or to be built between St. Martin's Junction and Montreal,

Running powers to be given by company over road from St. Martin's junction to city of Montreal.

for the embarkation and disembarkation of passengers; and also the right to construct a siding to a freight shed and sufficient space for a freight shed, forty feet by two hundred feet, at Mile End Station, and the right of access thereto; and the right of access to the proposed station at the Quebec Gate Barracks, for its passengers and passenger trains, without delay or obstruction, with the exclusive use at the said last-mentioned station, of a booking office, baggage-room and agents' office, and a room for the use of

Use of stations &c., to be also granted.

the officers of the railway retained by the government or its assigns, together with the use, in common with the company, of the passengers' waiting-rooms and conveniences appertaining thereto; the whole upon condition that the government and its assigns shall pay a rental of \$5,000 per annum for such use, and shall also contribute to the maintenance in good order of the tracks and sidings of the said railway from St. Martin's Junction to the said Montreal station, in the proportion which the amount of use thereof by the Government or its assigns, calculated by wheelage, bears to the amount of use thereof by the Company, calculated in like manner; and without any further or other charge for the privileges hereby granted. And the Company shall also set apart and convey to the Government, at a convenient place at Hochelaga, for the purposes of its railway, a further area of four acres of land to be used for such purposes only, with the right of access thereto, the location thereof to be mutually agreed upon. And if at any time hereafter the Company shall determine to build another track, constituting a double track, from St. Martin's Junction, or from the Back River Bridge, to the terminus in the city of Montreal, the Government or its assigns will pay the proportion, calculated yearly according to wheelage, of the interest on the cost thereof at the rate of five per centum per annum.

Land to be set aside for use of government at Hochelaga.

Proviso, if double track built by company.

Warranty against charges &c.

12. And it is hereby further agreed that the Government makes the said sale, transfer and assignment with warranty against all claims, mortgages, hypothecs, liens and incumbrances on the property hereby sold. But the Company shall be bound to pay the interest upon the purchase money hereby agreed upon, and also the said several instalments making up the said sum of \$600,000, notwithstanding the existence of any charge or incumbrance on the said portion of railway hereby sold, so long as the Company shall not be troubled by the creditor thereof.

Hypothecary security for payment of \$3,600,000.

13. And as security for the payment of the said sum of \$3,600,000, and interest as aforesaid, the company hereby mortgage and hypothecate the said portion of the said railway hereby agreed to be sold, and all the lands, tenements and appurtenances thereof hereby conveyed or intended so to be, and all the plant and rolling stock thereof as being immovables by destination, and do hereby also further mortgage and hypothecate those two several branches of the said railway, known as the St. Eustache Branch, and the St. Lin Branch, and all the lands, tenements and appurtenances, plant and rolling stock belong-

ing to both said branches, which may be more fully described as follows, namely:—

The said St. Eustache Branch commencing at a point of junction with the portion of railway hereby sold, near the village of Ste. Thérèse, and extending to the station of the said branch in the town of St. Eustache, being about seven and one-half miles in length, with all the property and appurtenances thereof:

And the said St. Lin Branch, otherwise called and known as the Laurentian Railway, commencing at the point of junction thereof with the St. Jerome Branch of the said Quebec, Montreal, Ottawa and Occidental Railway, near the said village of St. Thérèse, and extending about fifteen miles to the terminus thereof in the village of St. Lin, with all the property, rolling stock and appurtenances thereof.

But it is hereby agreed that if the title of the said company to the said St. Eustache Branch, and St. Lin Branch, as the proprietors thereof, be not confirmed and rendered valid by the Legislature of the Province of Quebec, at the session thereof now about to be held, the foregoing hypothesis upon the said branches and their appurtenances shall be *ipso facto* cancelled and annulled; and the company will give such further security for the payment of the said sum of \$600,000, as shall be mutually agreed upon.

Proviso for further security if title of company to certain branches be not confirmed.

14 That, for the purpose of preventing accident and delay, and of ensuring the joint use of the said portion of the said railway lying between St. Martin's junction and the Montreal terminus inclusive, without confusion or obstruction, the running and management of all trains and engines over the said portion of railway, and the conduct of all employees engaged in such running and management, shall be under the exclusive supervision and control of the officers of the company. And the government shall be responsible for all injury to the railway or bridges, caused by any defect in its rolling stock or machinery, or by neglect or malice on the part of its employees. And if, upon the complaint of the company, it be established that any employee of the government has been guilty of any disobedience of orders or insubordinate conduct in such running and management, such employee shall either be dismissed from the employ of the government, or removed in such manner that he shall not be again permitted to perform any duty upon the premises under the control of the company. And on the other hand the company shall be responsible for all delays and accidents caused by neglect or malice on the part of their employees in the regulation of such running and management.

Control of running of trains between St. Martin's junction and Montreal.

Responsibility of government for injuries &c.

Responsibility of the company for delays &c.

15. That for the purpose of connecting the railway with

Siding at Hochelaga, to

Macdonald property.

the freight sheds, upon the said Macdonald property, and with the company's workshops in rear of the Montreal gaol, the company shall lay out and construct a branch or siding, from the main line at Hochelaga to the said property, with two tracks thereon, one into the freight shed of the government, and one into the freight shed of the company, with a siding into the said workshops, at the joint expense of the government and of the company, upon a plan to be agreed upon between the parties hereto, and of the standard of the remainder of the said railway; the parties hereto making the requisite advances for such construction, in the proportion of one-third by the government or its assigns, and two-thirds by the company as the work proceeds. And the company shall allow a suitable connection to be made by the government from the main line on the river bank into the said Bellerive property.

How to be paid for.

Advances for construction how to be made.

Other siding.

Maintenance of road in good state of repair &c.

16. The company shall maintain the railway, hereby sold, in good and efficient order and repair, and shall regularly and efficiently run the same, with a sufficient number of trains per day to carry the freight and passenger traffic with due regularity and despatch, running at least one passenger train per day each way. And if at any time, before the payment of the said balance of the said price, the company shall allow the said railway or rolling stock to fall into disrepair, they shall be bound to repair the same and to replace the same in as good order and condition as at present, within thirty days after receiving notice from the government so to do. And if any dispute should arise as to the fact of such disrepair or as to the sufficiency of the repair thereof, such dispute shall be referred to the arbitration and award of three disinterested persons, one of whom shall be named by each of the parties hereto, and the third by the Minister of Railways of the Dominion government. And if the company shall fail to make good such disrepair within the said period, or in case of dispute, in conformity with the award of such arbitrators, the delay hereby granted for the payment of the said sum of \$600,000, or any portion thereof then unexpired, shall be *ipso facto* forfeited, and the company shall forthwith pay to the government the whole of the said last mentioned sum, or any part thereof which shall then remain unpaid, with all interest thereon.

Company to repair road, &c., after notice.

Arbitration in case of disagreement.

Effect of default to repair &c.

Effect of default to pay interest, at time stipulated.

17. If, at any time, the Company should make default for thirty days in payment of the interest due under the terms hereof, the delay hereby granted for the payment of the capital producing such interest shall be *ipso facto* forfeited: and the Company shall be thereupon bound to pay to the Government the full amount of such capital, with all interest accrued thereon.

18. The Company shall maintain and carry out all traffic contracts, hitherto made by the Government, according to their terms and all free passes for the current year issued by the Government and now in force, a list of which contracts and passes shall be furnished by the Government to the Company, on or before the date at which this agreement shall come into full force and effect. And the Company shall abstain, as far as shall in their opinion be consistent with the efficient working of the Railway, from disturbing or removing the employees of the Government, heretofore engaged upon the portion of the said Railway hereby sold, without reasonable notice or compensation; and the employees of the Government, who shall have been heretofore engaged in the running and management of the entire line, shall be dealt with in such a manner as shall be mutually agreed between the Government and the company, and with reasonable regard to their positions and interests.

Existing contracts &c., to be carried out and passes to be good.

Present employees to continue in service of road.

19. Upon the demand of the company, and at their expense, the government shall, from time to time, hereafter, make, execute and deliver to the company such good and valid deeds of conveyance of any of the immovable properties hereby sold, transferred, and assigned, or intended so to be, as shall be considered needful, under the advice of counsel learned in the law, for the complete and valid conveyance of such properties to the company.

Additional deeds &c., to be given if required.

20. And it is hereby finally agreed that this agreement is thus made subject to the approval and confirmation of the Legislature of the Province of Quebec at its next session, and shall take effect upon such approval and confirmation: and the government hereby agree to lay the same before the said Legislature at the earliest convenient day; and to place before the said Legislature such a measure as may be requisite fully and finally to confirm this agreement, and to render the same valid and effectual in law in all its details.

Agreement subject to ratification by Legislature.

In witness whereof, the parties hereto have executed these presents in duplicate at Montreal, in the Province of Quebec, the day and year first above mentioned.

In the presence of

J. J. C. ABBOTT,	{	J. A. CHAPLEAU,
		D. McINTYRE,
L. A. SÉNÉCAL,		R. B. ANGUS.

(Corporate Seal
of the
C. P. R. Co.)

C. DRINKWATER,
Secretary C. P. R. Co.

Schedule referred to in the annexed Agreement.

STATEMENT of rolling stock, such as locomotives, passenger and freight cars, snow-ploughs, flangers, &c., compared with what it was in March, 1880; also, showing whether the addition to old stock was purchased or manufactured in our own shops.

DECEMBER, 1881.

CLASS OF CARS.	Stock, March, 1880.	Built in Q. M. O. & O. Railway Shops.	Purchased.	Total Number, 1881.	Present Value Each.	Total Value.
<i>Passenger Cars.</i>						
Official Car (new).....		1		1	\$12,000	\$12,000
Paymaster's Car.....	1			1	3,500	3,500
Palace and Sleeping Cars.....		2		2	13,225	26,450
Sleeping ".....		2		2	9,000	18,000
Palace ".....		2	2	4	7,000	28,000
First Class " (See Note 1).....	14			12	4,000	48,000
Second Class ".....	12	4		16	2,225	35,600
Baggage ".....		8		8	2,200	17,600
Baggage & Smoking ".....		7		7	600	4,200
Through Baggage and Express Cars.....		4		4	650	2,600
Excursion Cars.....			10	10	1,080	10,800
Street Car.....			1	1	600	600
						\$207,350

NOTE.

No. 1.—First Class Cars Nos. 13 and 14 taken to make Sleeping Cars "Quebec" and "Ottawa," making two less in 1881 than in 1880.

Schedule referred to in the annexed Agreement.

STATEMENT of rolling stock, such as locomotives, passenger and freight cars, snow-ploughs, flangers, &c., compared with what it was in March, 1880; also showing whether the addition to old stock was purchased or manufactured in our own shops.—(Continued.)

DECEMBER, 1881.

CLASS OF CARS.	Stock, March, 1880.	Built in Q. M. O. & O. Railway Shops.	Purchased.	Total number, 1881.	Present Value Each.	Total Value.
<i>Freight Cars.</i>						
Box Cars (See Note 2.)	151	92	228	466	650	\$302,900
Platform Cars	302	22	10	334	500	167,000
Hay Cars (temporary from flats)			90	90	625	56,250
Cattle Cars	19			19	500	9,500
Brake Vans	2	6		8	850	6,800
Tool Cars	1	2		3	550	1,650
Tank Car	1			1	700	700
Flangers	2	4		6	900	5,400
Snow-ploughs	8			8	1,500	12,000
“ (iron, for front of locomotives)				12	32	384
						\$562,584
Total value of Pass'r & Freight Cars						\$769,935
Locomotives				36	7,700	\$277,200
Calumet Ferry Engine				1	1,500	1,500
						\$278,700
Grand Total of Rolling Stock						\$1,048,634

A. DAVIS

No. 2.—Box Car No. 200 destroyed by fire, October, 1881, at Buckingham; No. 212 destroyed by fire at St. Martin Junction, November, 1881; Nos. 215, 218 and 248, not traced, which accounts for discrepancy of 5 in the total.

The foregoing is the Schedule referred to in the annexed Agreement.

Montreal, 4 March, 1882.

APPENDIX B.

This Agreement, made in duplicate this thirteenth day of March eighteen hundred and eighty two, between the Laurentian Railway Company, a body politic and corporate, duly incorporated, herein represented by Louis Adelard Senecal, the president thereof, and the Canadian Pacific Railway Company, a body politic and corporate, duly incorporated by Letters Patent of the Dominion of Canada, —acting herein by Duncan McIntyre and Richard B. Angus, vice-presidents thereof, the said Louis Adelard Senecal being duly authorized for the purposes hereof by resolutions of the Board of Directors of the said Laurentian Railway Company, and of the shareholders thereof respectively, and the said Duncan McIntyre and Richard B. Angus being hereto duly authorized by a resolution of the Board of Directors of the said Canadian Pacific Railway Company,

Witnesseth :

Sale of Laurentian Railway to Canadian Pacific Railway Company with warranty as to title.

1. That, subject to the ratification of the Legislature of the Province of Quebec, as hereinafter provided, the said Laurentian Railway Company have sold, transferred and assigned, and by these presents do sell, transfer and assign, with warranty of title and against all mortgages, hypothecs or incumbrances whatever, to the Canadian Pacific Railway Company, accepting thereof as aforesaid, the whole of their Railway from the junction at Ste-Therese, on the St. Jerome Branch of the Quebec, Montreal, Ottawa and Occidental Railway, to its actual terminus in the town of St. Lin, in the district of Joliette, with all and every the appurtenances, lands, tenements, buildings, stations, station-grounds, plant, stores, supplies, tools and rolling stock, actually belonging to or being the property of the said Laurentian Railway, Company as they now are and exist, and with which the said Canadian Pacific Railway company hereby declare themselves to be content and satisfied.

Consideration for and conditions of sale.

2. The said sale, transfer and conveyance is made for and in consideration of the redemption by the said Canadian Pacific Railway Company of the bonds or debentures issued by the said Laurentian Railway Company up to the present date, amounting to the sum of three hundred thousand dollars, together with all the coupons now remaining unpaid or unredeemed by the company : the said Laurentian Railway Company hereby declaring that no more than three hundred thousand dollars in amount of such bonds or debentures have been issued by them up to the date hereof.

3. The said Canadian Pacific Railway Company hereby also bind themselves, in consideration of the said sale, to maintain the said railway hereby sold in good and efficient order and repair, and to regularly and efficiently run the same with a sufficient number of trains per day to carry the freight and passenger traffic thereof, with due regularity and despatch, running at least one passenger train per day, each way.

Obligation to keep road in good order.

And whereas the said Laurentian Railway Company have, for a long time past, put in operation and maintained a line railway from the parish of St. Lin through the parish of Ste. Anne des Plaines to the place called Hochelaga, near the City of Montreal, by effecting a junction with the railway heretofore called the Montreal Northern Colonization Railway, and afterwards acquired by the Government of the province of Quebec, and since known as the Quebec, Montreal, Ottawa and Occidental Railway, the said Canadian Pacific Railway Company also hereby bind and oblige themselves to continue and maintain the junction of the said Laurentian Railway with the said Quebec, Montreal, Ottawa and Occidental Railway, such junction being upon the portion thereof lately acquired by the said Canadian Pacific Railway Company.

Continue running road from St. Lin to Hochelaga.

4. It is hereby further agreed that this agreement is thus made subject to the ratification thereof by the Legislature of the Province of Quebec at its present session, and that the said Laurentian Railway Company, in procuring from the Legislature of Quebec the ratification of these presents, will also procure the insertion of a clause, in the act effecting such ratification, by which it shall be provided that the said Canadian Pacific Railway Company shall be vested, with the said Laurentian Railway, free and clear of all liabilities in favor of any person or body whomsoever, save and except the consideration of the present deed, leaving to such persons or bodies their rights and claims respectively against the said Laurentian Railway Company; the said last named Company undertaking to discharge all such claims to the exoneration and discharge of the said Canadian Pacific Railway Company.

Sale subject to be confirmed by Legislature.

7. It is hereby further agreed that these presents shall have full force and effect so soon as the legislation mentioned in the last preceding section shall be obtained; but that these presents shall become null and void unless the said legislation, confirming these presents and vesting the said property in the company free and clear of all charges thereon, shall be obtained from the said Legislature during its present session, and also unless an Act of the said Legislature, confirming the sale to the said Canadian Pacific

And to take effect only when ratified.

And when sale of Western section of Q., M., O. & O. R., also ratified.

Railway Company of the said portion of the Quebec, Montreal, Ottawa and Occidental Railway, be passed during the said session thereof.

In testimony whereof the said parties hereto have executed these presents at Montreal, the day and year first above mentioned :

In the presence of J. J. C. ABBOTT. [L. S.]	}	Laurentian R. R. Co. by. L. A. SÉNÉCAL, President. The Canadian Pacific Railway Company, by. D. McINTYRE, Vice-President. R. B. ANGUS, Vice-President.
C. DRINKWATER, Secretary.		

APPENDIX C.

This agreement, made in duplicate this thirteenth day of March, eighteen hundred and eighty-two, between the St. Eustache Railway Company, a body politic and corporate, duly incorporated by letters-patent of the province of Quebec, and the Canadian Pacific Railway Company, a body politic and corporate, duly incorporated by letters patent of the Dominion of Canada, the said St. Eustache Railway Company acting hereby by Jean-Baptiste Renaud, esquire, the president thereof, duly authorized for the purposes hereof by a resolution of the board of directors of the said last mentioned company, and the said Canadian Pacific Railway Company, acting hereby by Duncan McIntyre and Richard B. Angus, vice-presidents thereof, duly authorized for the purposes hereof by a resolution of the board of directors of the said company ;

WITNESSETH :

Sale of St. Eustache Railway to Pacific Railway company with warranty as to title &c.

1. That, subject to the ratification of the shareholders of the said St. Eustache Railway Company and also to the ratification of the Legislature of the province of Quebec, as hereinafter provided, the said St. Eustache Railway Company hereby sell, transfer and assign to the said Canadian Pacific Railway Company, accepting thereof, the whole of their railway, from the junction thereof at Ste.

Thérèse with the Quebec, Montreal, Ottawa and Occidental Railway, to its actual terminus in the village of St. Eustache, in the district of Terrebonne, with warranty of title and against all mortgages, hypothecs, charges and incumbrances whatever; and with all and every the property, lands and tenements and the appurtenances thereof, actually belonging to or being the property or in possession of the said St. Eustache Railway Company, as they now are and exist.

2. The said sale, transfer and conveyance is made for and in consideration of the sum of fifty thousand dollars, to be paid after the ratification of these presents, as hereinbefore stipulated, and immediately upon the final completion of the construction of the said railway, of the same quality and standard as the main line of the said Quebec, Montreal, Ottawa and Occidental Railway, with all fencing and other requisite appurtenances, but without equipment.

Considerations for and conditions of sale.

3. The said Canadian Pacific Railway Company shall have the power to continue the said line of railway from St. Eustache, where it now ends, to a point in the parish of St. Joseph at or near the intended Gravel Pit.

Power of company to continue road to St. Joseph.

4. The said Canadian Pacific Railway Company hereby bind themselves to maintain the said road in good repair, and to run the same regularly and efficiently with a sufficient number of trains every day to carry the freight and passenger traffic with due regularity and despatch, running at least one passenger train every day each way.

Road to be kept in good order by company.

5. It is hereby agreed that this agreement is thus made subject to the approval and confirmation of the shareholders of the said company and also of the Legislature of the province of Quebec at its present session; and the said St. Eustache Railway Company, in procuring from the Legislature of Quebec the ratification of these presents, will also procure the insertion of a clause in the act effecting such ratification, by which it shall be provided that the said Canadian Pacific Railway Company shall be vested with the said St. Eustache Railway, free and clear of all liabilities in favour of any person or body whomsoever, save and except the consideration of the present deed, leaving to such persons or bodies their rights and claims respectively against the said St. Eustache Railway Company. The said last named company undertaking to discharge all such claims to the exoneration and discharge of the said Canadian Pacific Railway Company.

Sale made subject to approval by Legislature.

And on condition that property will be clear of all charges, &c.

6. It is hereby further agreed that these presents shall have full force and effect, so soon as the legislation, men-

And to take effect only after such ratification.

tioned in the last preceding section, shall be obtained; but that these presents shall become null and void unless the said legislation, confirming these presents and vesting the said property in the company free and clear of all charges thereon, shall be obtained from the said Legislature during its present session, and also unless an act of the said Legislature, confirming the sale to the said Canadian Pacific Railway Company of the said portion of the Quebec, Montreal, Ottawa and Occidental Railway, be passed during the said session thereof.

And also ratification of sale of Western section of Q., M., O. & O. R. to company.

In testimony whereof, the said parties hereto have executed these presents at Montreal the day and year first above mentioned.

In the presence of

"A. C. WÜRTELE"

[L. S.]

St. Eustache R. R. Co.

by

"J. B. RENAUD,"

President.

The Canadian Pacific Railway Company, by

"D. McINTYRE,"

Vice-President.

"R. B. ANGUS,

Vice-President.

"C. DRINKWATER,"

Secretary C. P. R. Co.

C A P . X X .

An Act to order and confirm the sale of that portion of the Quebec, Montreal, Ottawa and Occidental Railway, known as the Eastern Section, and extending from St. Martin's junction to the city of Quebec.

[Assented to 27th May, 1882.]

Preamble.

WHEREAS the government of the province of Quebec has entered into a contract for the sale and permanent working of that portion of the Quebec, Montreal, Ottawa and Occidental Railway, known under the name of the Eastern Section, extending from St. Martin's junction to the city of Quebec inclusively, which contract, bearing date the fourth day of March one thousand eight hundred and eighty two, as well as the appendix thereto, have been submitted to the Legislature to be ratified, and whereas it is expedient to approve and ratify the said contract and to make provisions for the carrying out of