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# PROPOSED AGREEMENT BETWEEN THE GOVERNMENT OF B. C. AND THE CANADIAN PACIFIC RAILWAY CO.

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1885, Between Her Majesty Queen Victoria, represented by the Honorable the Chief Commissioner of Lands and Works of the Province of British Columbia, of the one part, and the Canadian Pacific Railway Company, hereinafter referred to as the said Company, of the other part.

Whereas the Government of the Dominion of Canada have declared and adopted Port Moody as the Western Terminus of the Canadian Pacific Railway.

And whereas it is in the interest of the Province of British Columbia, and of the Company, that the Main Line should be extended westerly from Port Moody to English Bay and Coal Harbor, and that the terminus of the said Railway should be at Coal Harbor and English Bay, and that terminal workshops and docks should be erected there.

And whereas negotiations relating to such extension have for some time been pending between the said Chief Commissioner and the said Company, which have resulted in the agreement hereinafter contained:

NOW THIS AGREEMENT WITNESSETH that for the considerations hereinafter expressed the said Company hereby covenant and agree with Her Majesty, Her heirs and successors in manner following, that is to say—

1. The said Company shall extend the main line of the Canadian Pacific Railway to Coal Harbor and English Bay, and shall for ever hereafter maintain and equip such extension as part of the main line of the Canadian Pacific Railway, and operate it accordingly.

2. Such extension shall be fully and completely made on or before the \_\_\_\_\_ day of \_\_\_\_\_, 1886.

3. The terminus of the Canadian Pacific Railway shall be established in the immediate vicinity of Coal Harbor and English Bay, and upon land which is to be granted in pursuance of this agreement.

4. The Company shall erect and maintain the terminal workshops and the other terminal structures, works, docks, and equipments as are proper and suitable for the Western terminus of the Canadian Pacific Railway in the immediate vicinity of Coal Harbor and English Bay, and such workshops, structures, works, docks and equipments, shall be commenced forthwith, and prosecuted to completion with reasonable diligence, and so as to provide facilities for the opening of traffic on the through line by the early summer of 1886.

5. The survey of the line of extension shall be undertaken at once, and prosecuted by the Company without delay, and the Company shall also proceed forthwith to survey the land hereby agreed to be granted, and complete the survey with dispatch, and furnish the Chief Commissioner with a plan of the survey and the field notes, and such survey shall be made by a Surveyor approved of by the Chief Commissioner.

6. In consideration of the premises, Her Majesty agrees to grant to such persons as the Company may appoint in trust for the Company, the lands in the District of New Westminster delineated on the map or plan hereunto annexed, by the color pink, and containing by estimation six thousand acres, save and except as is hereinafter mentioned.

7. There shall be excepted out of such grant two and one-half acres of the land at Granville, and two and one-half acres of the land on the South side of False Creek, both plots to be selected by the Chief Commissioner at any time not later than two months after the survey aforesaid shall have been completed, and the map or plan and the field notes delivered to the Chief Commissioner.

8. The grant shall, as to the land on the South side of False Creek, be subject for its unexpired term to a lease dated the 30th day of November, A. D. 1865, and entered into

between the Honorable Joseph William Trutch, acting on behalf of Her Majesty's Government, and the British Columbia and Vancouver Island Spar, Lumber and Saw-Mill Company, Limited, and also to an agreement intended to be entered into by the said Chief Commissioner for the renewal of such lease, the terms of which are embodied in a letter written by the said Chief Commissioner to Richard Alexander, Esquire, J.P., Manager of the Hastings Saw-Mill Company, and dated the 28th day of July, A.D. 1884.

9. The grant shall also be subject to such rights, if any, as may legally exist in favor of third parties.

10. The grant shall be made upon the Company entering into a Bond to Her Majesty, with three sureties to be approved of by the Chief Commissioner of Lands and Works, in the sum of two hundred and fifty thousand dollars at least, conditioned for the due performance by the Company of all and singular the terms and conditions herein contained and by the Company agreed to be observed and performed.

11. And it is agreed that as to the mode of operating the said extended line and as to tolls, fares, and freights, the extension shall be considered as an original portion of the Canadian Pacific Railway.

12. And it is lastly agreed that, upon the Government of British Columbia undertaking to pay the Company the sum of \$37,500 and upon the Corporation of the City of New Westminster securing payment to the Company of the further sum of \$37,500 and providing a right of way and depot grounds, the Company shall, during the year 1886, construct a branch line of Railway connecting the City of New Westminster with the Canadian Pacific Railway, and shall thereafter operate and maintain the same.

13. This agreement shall be provisionally executed by \_\_\_\_\_ Beatty, on behalf of the Company, and shall within \_\_\_\_\_ days from the date hereof, be properly executed by the Company, otherwise it shall not be binding upon Her Majesty, and upon its execution by the Company it shall be transmitted to the said Chief Commissioner.