

SCHEDULE A

Agreement made the thirtieth day of October, A.D. 1911, between His Majesty the King, in the right of the Province of Manitoba, acting by the Minister of Public Works, hereinafter called "the Government," of the first part, and The Canadian Pacific Railway Company, hereinafter called "the Canadian Pacific," of the second part, and The Canadian Northern Railway Company, hereinafter called "the Canadian Northern," of the third part, and The Grand Trunk Pacific Railway Company, hereinafter called "the Grand Trunk Pacific," of the fourth part, and The Public Markets, Limited, hereinafter called "the Corporation," of the fifth part.

Whereas the Corporation was incorporated by Act of the Legislature of Manitoba in the year 1911, with a capital stock of one million dollars (\$1,000,000), divided into ten thousand (10,000) shares of one hundred dollars (\$100) each, for the purposes and objects, among other things, of creating, establishing, maintaining and operating yards, buildings, offices, plant, conveniences and facilities for receiving, delivering, housing, keeping, managing and caring for live stock and animals, and in connection therewith was empowered to enter into contracts with any railway companies for the use and enjoyment of such places, yards, buildings, offices, plant, conveniences and facilities in connection with transportation by such railways; and whereas, by such Act the Government was empowered to enter into and make agreements with any or all of the railway companies doing business in Western Canada for the taking of shares in the capital stock of the Corporation, the number of shares to be taken by each such railway company, the number of directors each should be entitled to appoint on the board of directors of the Corporation and respecting such other matters and things as might be expedient,

Now this Agreement witnesseth as follows:

1. The Government hereby allots to the Canadian Pacific, and the Canadian Pacific hereby agrees with the Government to take, thirty-three hundred and thirty-four shares of the capital stock of the Corporation.

2. The Government hereby allots to the Canadian Northern, and the Canadian Northern hereby agrees with the Government to take, thirty-three hundred and thirty-three shares of the capital stock of the Corporation.

3. The Government hereby allots to the Grand Trunk Pacific, and the Grand Trunk Pacific hereby agrees with the Government to take thirty-three hundred and thirty-three shares of the capital stock of the Corporation.

4. It is further agreed by and between the Government, the Canadian Pacific, the Canadian Northern and the Grand Trunk Pacific that in the event of an increase of the capital stock of the Corporation as provided for in said Act, the Government will allot to the railway companies at the time of such allotment owning stock in the Corporation the requisite number of shares in amounts proportionate to the number of shares held by each such company and the Canadian Pacific, the Canadian Northern and the Grand Trunk Pacific agree each for itself with the Government to take the number of shares so allotted to each of them.

5. The Canadian Pacific, the Canadian Northern and the Grand Trunk Pacific agree each for itself with the Government and the Government doth hereby fix and determine that the Canadian Pacific shall be entitled to appoint one director of the Corporation and no more, and the Canadian Northern shall be entitled to appoint one director of the Corporation and no more, and the Grand Trunk Pacific shall be entitled to appoint one director of the Corporation and no more.

6. The Canadian Pacific agrees to sell to the Corporation and the Corporation agrees to purchase from the Canadian Pacific for the purposes of the undertaking of the Corporation the following lands, that is to say:—all and singular those certain parcels or tracts of land and premises situate, lying and being in the City of St. Boniface, in the Province of Manitoba, and being composed of:—firstly—block numbers two hundred and ninety-seven (297), three hundred and seven (307), three hundred and ten (310), and three hundred and

eleven (311), as shown on the plan of survey of the Roman Catholic Mission property in Manitoba, registered in the Winnipeg Land Titles Office as plan No. 433, secondly—that part of block lettered "G" as shown on said plan No. 433, which lies to the south of the production westerly of the northerly boundary of said block number three hundred and ten (310) to the westerly boundary of the said block "G," containing thirty-seven hundredths of an acre more or less; thirdly—that part of block number three hundred and eight (308) as shown on said plan except;—(a) all that portion of said block number three hundred and eight (308) taken for the right-of-way of the Canadian Northern Railway Company, as shewn on a plan registered in the Winnipeg Land Titles Office as number 577. (b) All that portion of said block three hundred and eight (308) bounded as follows:—on the north and south respectively by the northerly boundary of said block three hundred and eight (308) and a line drawn parallel to and perpendicularly distant southerly thirty-three feet therefrom; on the west by the easterly limit of the right-of-way of the Canadian Northern Railway Company and on the east by the easterly boundary of the said block three hundred and eight (308); (c) all that portion of said block three hundred and eight (308) bounded as follows:—on the north and south respectively by the northern boundary of said block three hundred and eight (308) and a line drawn parallel to and perpendicularly distant southerly thirty-three feet therefrom; on the east and west respectively by the westerly limit of the right-of-way of the Canadian Northern Railway Company and a line drawn parallel to and perpendicularly distant southerly thirty-three feet therefrom; containing thirty-eight and thirty-one hundredths acres be the same more or less, together with a right-of-way for all purposes and as appurtenant to the above described parcels of land over and upon those portions of said block three hundred and eight (308) hereinabove secondly and thirdly excepted, also over and upon the most northerly thirty-three feet in width of block two hundred and ninety-six (296), as shewn on a plan of the Roman Catholic Mission property in Manitoba, registered in the Winnipeg Land Titles Office as number 433; fourthly, that part of block number two hundred and ninety-six (296) as shewn on the said plan lying to the south of the southerly limit of the Manitoba Southeastern Railway (Canadian Northern Railway), as the same is shewn on a plan registered in the Winnipeg Land Titles Office as number 557, excepting thereout and therefrom the most southerly one hundred and sixty-five feet in width thereof; for a price or sum which shall be equal to the sum of the purchase price paid by the Canadian Pacific therefor, the expenses of such purchase and subsequent maintenance thereof and all taxes, rates and outgoings paid upon or in respect of the same with interest on each of such items at the rate of six per cent per annum, compounded annually, from the date of payment of each till the date of completion of the present agreement of sale.

7. The Corporation hereby agrees with the other parties hereto that the Corporation will establish upon the said lands and complete not later than the first day of October, A.D., 1912, adequate, modern and commodious stockyards, with all the necessary buildings, tracks, improvements, facilities and services for the receiving, shipping, switching, loading, unloading, feeding, weighing, watering, caring for and marketing live stock.

8. Subject to the approval of the Board of Railway Commissioners for Canada, the Canadian Pacific, the Canadian Northern and the Grand Trunk Pacific covenant and agree each for itself with the Corporation to construct not later than the first day of October, A.D., 1912, and thereafter to maintain and operate, spurs and branch lines connecting their respective railways with the lands of the Corporation.

9. Subject to the approval and authority of the Board of Railway Commissioners for Canada, the Canadian Pacific, the Canadian Northern and the Grand Trunk Pacific agree each for itself with the Corporation and with the Government that the tolls for the carriage of live stock or other freight in carload lots over their respective railways to or from the lands of the Corporation shall not be higher than the rates to or from St. Boniface, and also that they will pay to the Corporation all charges which under the provisions of the said Act, the Corporation may be entitled to make for the switching between points in the yards and lands of the Corporation of carloads of live stock or other freight destined to or carried from points on their respective railways beyond the limits of the cities of St. Boniface and Winnipeg.

10. The Government agrees with the Corporation that the Government will from time to time, at the request of the Corporation, acquire under the provisions of *The Manitoba Expropriation Act*, such additional lands adjoining or near the lands in the sixth paragraph hereof described as the Corporation may require for the purposes of its undertaking, and will sell and convey the same to the Corporation at a price not exceeding the compensation which the Government may have been compelled to pay therefor.

11. The Corporation agrees with the Government that the expression "all debts, obligations and expenses which have been incurred in connection with the management, operation and business," as used in the fifteenth section of the said Act, shall not include any interest in excess of six per centum per annum payable by the Corporation upon money borrowed by it through the sale of bonds or debentures secured by mortgage of the lands and other property of the Corporation.

12. It is understood and agreed by and between the parties hereto that this agreement shall not come into effect or be binding upon any of the parties hereto unless and until the City of St. Boniface shall have entered into an agreement with the Corporation binding the said city, on terms satisfactory to the Canadian Pacific, the Canadian Northern and the Grand Trunk Pacific, to construct for the benefit of the Corporation the following works, that is to say:—firstly a sewer sufficient at all times for the proper drainage and sewerage of the stockyards and lands of the Corporation from a point on Dawson road opposite block number two hundred and ninety-seven (297), thence along Dawson road, Cartier street and Mission street to the Red River, with a branch sewer on the prolongation of Marion street hereinafter referred to, from a point opposite block number three hundred and ten (310); secondly, the grading and paving of Dawson road from the place where it is now paved to a point opposite to the said lands, giving convenient access thereto; and, thirdly; the opening, establishment, grading and paving as a public highway of a strip of land not less than sixty-six feet in width comprising Marion street or the prolongation thereof from Tache avenue to Dawson road and adjoining lots numbers three hundred and ten (310), three hundred and eight (308) and two hundred and ninety-six (296), on the north side thereof, including a bridge on the said highway across the Seine River.

In witness whereof the parties hereto have duly executed these presents.

Signed, sealed and delivered—)	
)	
By the Government in the	)	COLIN H. CAMPBELL,
presence of Chas. Stubbs	)	Minister of Public Works.
Brown;)	
)	
By the Canadian Pacific in	)	THE CANADIAN PACIFIC RAILWAY CO.,
the presence of W. L.	)	T. G. Shaughnessy, President;
Wright;	)	H. C. Oswald, Assistant Secretary.
)	
By the Canadian Northern	)	CANADIAN NORTHERN RAILWAY CO.,
in the presence of R. A.	)	Wm. Mackenzie, President.
C. Manning;)	
)	
By the Grand Trunk Pacific	)	THE GRAND TRUNK PACIFIC RAILWAY CO.,
in the presence of D'Arcy	)	By E. J. Chamberlin, Vice-President
Tate;	)	and General Manager.
)	
By the Corporation in the	)	THE PUBLIC MARKETS, LIMITED,
presence of W. Williams.	)	By R. A. C. Manning, Chairman.

NOTE: This Act replaces S.M. 1911, c. 45.