

provisions hereinafter contained, at any time after the expiration of the term of twenty one years, to purchase the said Railway, with all its hereditaments, stock and appurtenances, in the name and on behalf of Her Majesty, upon giving to the said Company three calendar months notice in writing of such intention, and upon payment of a sum equal to twenty five years purchase of the annual divisible profits, estimated on the average of the then next preceding years; provided that if the average rate of profits for the said seven years shall be less than the rate of fifteen pounds in the hundred it shall be lawful for the Company, if they should be of opinion that the said rate of twenty five years purchase of the said average profits is an inadequate rate of purchase of such Railway, reference being had to the prospects thereof, to require that it shall be left to arbitration, in case of difference, to determine what (if any) additional amount of purchase money shall be paid to the said Company; provided also, that such option of purchase shall not be exercised except with the consent of the Company while any such revised scale of tolls, fares and charges shall be in force.

reserved to Her Majesty's Government.

38. It shall be lawful for the Postmaster General or his Chief Deputy in this Province, by notice in writing under his hand or under the hand of his Deputy as aforesaid, delivered to the said Company, to require that the Mails or Post Letter Bags shall from and after the day to be named in such notice, (being not less than twenty eight days from the delivery thereof,) be conveyed and forwarded by the said Company on their Railway, either by the ordinary trains of carriages, or by special trains as need may be, at such hours or times in the day or night as the Postmaster General or his said Deputy shall direct, together with the guards appointed and employed by the Postmaster General or his said Deputy in charge thereof, and any other officers of the Post Office; and thereupon the said Company shall from and after the day to be named in such notice, at their own costs, provide sufficient carriages and engines on the said Railway for the conveyance of such Mails and Post Letter Bags to the satisfaction of the Postmaster General or his said Deputy, and receive and take up, carry and convey, by ordinary or special trains of carriages, or otherwise, as need may be, all such Mails or Post Letter Bags as shall for that purpose be tendered to them or any of their officers, servants or agents, by any officer of the Post Office, and also receive, take up, carry and convey in and upon the carriage or carriages carrying such Mail or Post Letter Bags, the guards in charge thereof, and any other officer of the Post Office, and shall receive, take up, deliver and leave such Mails or Post Letter Bags, guards and officers, at such places in the line of such Railway, on such days and such hours or times in the day or night, and subject to all such reasonable regulations and restrictions as to speed of travelling, places, times and duration of stoppages, and times of arrival, as the Postmaster General or his said Deputy shall in that behalf from time to time order or direct; provided always, that the rate of speed required shall in no case exceed the maximum rate of speed prescribed by the Directors of the said Company for the conveyance of passengers by their first class train, nor shall the Company be responsible for the safe custody or delivery of any Mail Bags so sent.

Mails, guards, &c. to be forwarded on the Railway under the direction of the Postmaster General.

39. The said Company shall be entitled to such reasonable remuneration, to be paid by the Postmaster General or his Deputy for the conveyance of such Mails, Post Letter Bags, Mail guards, and other officers of the Post Office, in manner required by such Postmaster General, his Deputy, or by such other officer of the Post Office as he shall in that behalf nominate as aforesaid, as shall (either prior to or after the commencement of such service) be fixed and agreed on between the Postmaster General or his Deputy and the said Company, or in case of difference of opinion between them, the same shall be referred to the award of two persons, one to be named by the Postmaster General or his Deputy, and the other by the said Company, and if such two persons cannot agree on the amount of such remuneration or compensation, then to the umpirage of some third person, to be appointed by such two first named persons previously to their entering upon the inquiry, and the said award or umpirage, as the case may be, shall be binding and conclusive on the said parties and their respective successors and assigns.

Compensation to be fixed by agreement or arbitration.

40. In all references to be made under the authority of this Act, the Postmaster General, his Deputy, or the said Company, as the case may be, shall nominate his or their arbitrators within fourteen days after notice from the other party, or in default, it shall be lawful for the arbitrator appointed by the party giving notice to name the other arbitrator, and such arbitrators shall proceed forthwith in the reference and make their award therein within twenty eight days after their

Nomination of arbitrators and umpires.