

in writing, under the hands of the said arbitrators or of a majority of them.

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Fourteenth.—The party of the second part further covenant as aforesaid, that they shall and will well and truly pay to the said party of the first part the said sum of £10,000, upon the said party of the first part assuring to the said party of the second part and their assigns the exclusive right of way over, upon, and along the said railway track of 40 feet.

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Seventeenth.—And whereas, doubts have been entertained as to the liability of the party of the second part, to make and erect bridges and crossings over and upon the said tracks for and by reason of the occupying and using the same by the party of the second part as a Railroad Track. It is hereby expressly declared and agreed, that the party of the first part shall not require the said party of the second part, to build, find, or procure any Bridges, Ramps, Crossings, or any other approaches whatever, over, along, or to the said Railway Track; but shall provide all such, if and whenever required, at their own expense; it being the intention of the parties to these presents, that the party of the first part, for and in consideration of the said sum of £10,000, so to be paid as aforesaid, do guarantee and indemnify the party of the second part of, from, and against all claims and demands whatever, for or by reason of the Railway of the party of the second part being placed on said track of 40 feet.

Eighteenth.—The party of the second part do further agree, that they shall and will assist the party of the first part, in so far as may be necessary in contracting for, or constructing the Esplanade along the front of the City of Toronto, under the second section of the Act passed in the 18th year of Her Majesty's reign, Chap. 175; and fixing upon and determining the plan and site of the said Esplanade, and in taking any other benefit under the said act for the purpose of conferring upon the party of the first part the powers mentioned in the said act concerning the said Esplanade, if the party of the first part shall deem it advisable to require such assistance; the party of the first part agreeing to pay all costs and expenses thereby incurred. And the party of the first part agree that they shall not let to contract nor construct the Esplanade, or general earth-filling until after the party of the second part shall have completed the said Railway Track and Slopes. Provided always that the party of the second part shall use all reasonable expedition to finish the said Railway Track during the present year. It is also mutually agreed that the party of the first part shall not interfere unreasonably with the party of