

Way forty feet in width, with all necessary slopes in cuttings, in the proportion of one-and-a-half horizontal to one perpendicular, along the front of the City of Toronto, on the line and in the direction marked, on the plan hereto attached, and which shall be taken to be part of the contract.

Fifth.—The party of the first part covenant as aforesaid, that in consideration of the sum of £10,000 of lawful money of Canada, to be paid to the party of the first part by the party of the second part they shall and will guarantee the exclusive right of way for the said forty feet track, along the said line, from Brock Street to Parliament Street, as shewn on the said plan, to the said party of the second part and their assigns, and shall and will indemnify and save harmless the party of the second part and their successors, of, from, and against all claims and demands whatsoever, of or by all person or persons whomsoever, for or by reason of the construction of the said forty feet tract, and the said slopes, and shall and will pay and discharge all claims for land, damages, and all costs and expenses of any arbitrament or other legal proceedings which may be necessary, or may be incurred in consequence of the construction of the said tract of forty feet and slopes. It being expressly declared and agreed between the parties hereto, that the party of the second part shall not for or by reason of the construction of the said Railway Track and Slope, be subjected to the payment of a larger sum than £10,000, for any cause whatsoever.

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Seventh.—The said Railway Track of forty feet in width, with the said slopes, to be constructed by the party of the second part, in such manner as may be considered necessary by the Engineer appointed by them to superintend the construction of the same. Provided always, that no alteration in the line so marked on the plan hereto annexed shall be made without the consent of the party of the first part, and that the proportion of one-and-a-half to one be observed.

Eighth.—The party of the second part covenant as aforesaid, that in the construction of the said Railway Track they shall not and will not obstruct the escape of the present public Sewerage of the City.

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And the party hereto mutually covenant the one with the other for themselves and their successors, that they will well and truly stand to, abide by, perform, fulfil and keep any award which may be made by the arbitrators so named and chosen, or by a majority of them, or by such arbitrators as may be hereafter named and chosen, as hereinafter provided, so that their award may be made