

account thereof, provided the same are certified by The City Engineer, and the provisions of Clause 35 of the Conditions of Sale shall apply to all work done by The City Engineer hereunder as if he were acting, as to said work, for The Company and not for The City; but no order shall be given by The City Engineer for any work of renewal or re-construction to be performed between any 1st day of December and the 1st day of April following. This, however, does not apply to ordinary and necessary repairs.

23. In the event of The City exercising its right to take over the Railway and the real and personal property of The Company at the expiration of the franchise, or of any renewal or extension thereof, The Company shall be entitled to the actual value of the existing pavements on the track allowances at the time of the award, and such actual value shall be taken into account by the arbitrators, and included in the said award.

24. The Company will pay the necessary quarterly sums on account of the mileage as hereinbefore mentioned for the payment of the debentures issued by The City under the said By-Laws Nos. 3078 and 3090, and an account shall be taken between The City and The Company of all moneys realised from the sale of the said debentures and laid out and expended during the years 1892 and 1893, or which may yet be due and payable by The City for the pavements on track allowances, and also of the liability of The City under existing contracts for the construction of pavements on the track allowances (these existing contracts must be listed, agreed upon and specially defined), and The Company shall be entitled to credit for all moneys paid by The Company on account of track mileages since the 1st day of September, 1891, and for all moneys payable as aforesaid on account of the said mileage and for all moneys appropriated under the said By-Laws but not actually laid out and expended by The City; The interest on the said sums of money shall be adjusted between the said parties in an equitable manner by the Treasurer of The City of Toronto, and in case of dispute by reference to one of the Judges of the County Court of the County of York, whose decision shall be final.

25. The City shall construct, re-construct and maintain in repair the sewer manholes and track gullies on the track allowances.

26. Except as herein otherwise expressly provided this Agreement shall not affect or prejudice any rights or obligations of The Company or The City as to any matter or thing referred to or affected by the original agreement as the same is amended and confirmed by the Ontario Act 55 Victoria, Chapter 99, and by the Act of the last session of the Ontario Legislature, and the Conditions of Sale forming a part of the said original agreement are incorporated herein and shall apply to these presents except in so far as they are hereby expressly qualified, superseded or changed.

27. In case of dispute between the parties hereto, no verbal arrangements shall be acknowledged by or on behalf of either of the said parties.

28. The bonds, debentures or other securities issued, or which may be issued, under and in pursuance of the powers conferred by the Act of Incorporation of The Company and any Amendments thereto and the proceeds thereof may be applied for the expenditures required to be made by the Company pursuant to the terms of this Agreement, except for repairs and damages.