

and safe transport of all passengers using and travelling by the said Street Railways.

And the said party hereto of the second part, for themselves and their successors, further covenants and agrees to indemnify and save harmless the said party hereto of the first part, and his executors and administrators from and against all actions, suits, damages, expenses, costs and charges that he may be at any time hereafter be put to, or be liable for, or pay by reason of, or on account of any action, matter or thing that may happen or arise in any way whatsoever, or howsoever, by, through, or from the construction, maintaining, repairing, using or operating the said Street Railways, or any matter or thing arising from or by virtue of the said recited hereby assigned agreement, or any by-law or other matter whatsoever.

And the said party hereto of the first part, hereby nominates, constitutes and appoints the Secretary, for the time being, of the said Toronto Street Railway Company, the party hereto of the second part, and their successors, his true and lawful attorney, and in his place and stead to do, perform, and execute all acts, matters and things which may be deemed, or may be necessary to be done or performed in the name and on the part of the party hereto of the first part, in, for, or about the carrying into effect, or giving effect to any matter or thing relating to, or arising from the said hereby assigned agreement or this assignment thereof. In witness whereof, the said Alexander Easton, has set his hand and seal; and the said Toronto Street Railway Company has affixed its seal and verified the same by the signature of its Secretary, the day and year first above written.

Signed, sealed and delivered,
In presence of
GEORGE BOSTWICK,
ALEXANDER BLEAKLY.

ALEXANDER EASTON,

AUGUST HOFMANN,
Sec. T. S. R. Co.






