

*Second.*—That there shall be no unnecessary delay on the part of the said parties of the first part and their officer or officers in the granting of any certificate required by any of the said resolutions, but the said parties of the first part and their officer and officers, shall and will in all things so far as is consistent with their duty, aid and assist the said party of the second part in carrying out this agreement.

*Third.*—That the time limited in the twenty-third resolution shall apply to the construction of the railway on Yonge Street, and that the restrictions therein contained, so far as the same applies to the railways on King and Queen Streets, shall be extended to the first day of June in the year of Our Lord 1863.

*Fourth.*—That the said party of the second part, his executors, administrators, and assigns, paying License fees as provided in the ninth resolution, and performing and fulfilling all the conditions, stipulations, restrictions and covenants in the said resolutions and in these presents contained, shall and may, peaceably and quietly, have, hold and enjoy the rights and privileges hereby granted, without any let or hindrance or trouble of or by the said parties of the first part, or any person or persons on their behalf.

And, lastly, that as soon as the necessary power required to sanction this agreement be granted by the Legislature of the Province, and the parties of the first part are legally authorised so to do they will without delay pass a By-law framed in accordance with the said Resolutions.

And the said party of the second part doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree to and with the said parties of the first part, their successors and assigns in manner following, that is to say:—

*First.*—That he will construct, maintain and operate the said railways within the times in the manner and upon the conditions in the said resolutions and these presents set forth.

*Second.*—That he will well and truly pay the said license fees, and will truly and faithfully perform, fulfil and keep all the conditions, covenants and agreements in the said resolutions and these presents expressed and contained on his and their part to be performed, fulfilled and kept.

*Third.*—That before breaking up, opening, or interfering with any of the said streets, for the purpose of constructing the said railways, he will give or cause to be given to the City Surveyor or other proper officer of the said parties of the first part at least ten days notice of his intention so to do, and that no more than twenty-six hundred feet of the said streets shall be broken up or opened at any one time, and that when the work thereon shall have been commenced the same shall be proceeded with steadily and without intermission, and as rapidly as the same can be carried on, due regard being had to the proper and efficient construction of the same.

*Fourth.*—That during the construction of the said railways due and proper care shall be taken to leave sufficient space and crossings so that the traffic and travel on the said streets and other streets running at right angles thereto shall not be unnecessarily impeded, and that the water courses of the said streets shall be left free