

second part, shall forfeit the entire property within the limits of the said Village, including railway stock, to the said parties of the first part.

Eighteenth.—That if the said parties of the second part shall fail to complete the aforesaid railway within the said Village according to the conditions herein prescribed, then the rights and privileges granted herein or otherwise to the said parties of the second part, together with all or any improvements made upon the railway within the said Village shall be forfeited, unless the said parties of the first part shall give to the said parties of the second part a further extension of time; Provided that no detention be caused by any action of courts of law or other authorities.

Nineteenth.—That in the event of any other parties proposing to construct railways on any of the streets within the present limits of the Village, or any extended limits thereof, and not now occupied by the parties of the first part or which they are now authorized to occupy, the nature of the proposals thus made shall be communicated to the said parties of the second part, and the option of constructing such proposed railway on similar conditions as are herein stipulated shall be given to the said parties of the second part, but if such preference be not accepted within one calendar month the said parties of the first part may grant the proposed privilege to any other persons or bodies corporate.

Twentieth.—That during the term of thirty years herein and hereby granted, the said parties of the first part shall not, without the consent in writing of the said parties of the second part, under their corporate seal, make any regulations in regard to the construction or operation of said railway, at variance with the terms of this agreement or the rights of the said parties of the second part thereunder, and that if any such regulations be made without such consent the same or so much thereof as shall be at variance as aforesaid shall be void and of none effect upon the parties of the second part.

IN WITNESS WHEREOF the parties of the first part, have hereto affixed the corporate seal of the Corporation of Yorkville, and these presents are signed and countersigned by the Reeve and Clerk of the said Corporation, on behalf of the said Village.

And the parties of the second part have hereto affixed the Corporate Seal of the "Toronto Street Railway Company," and these presents are signed and countersigned by the President and Secretary of the said Company on behalf of such Company, on the day and year first above written.

Signed, sealed and delivered,
in presence of

J. F. PATERSON,
CALVIN BROWN,

WILLIAM ROWELL,

Reeve of Yorkville,

WM. H. ARCHER,

Clerk of Yorkville.

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ALEXANDER EASTON,

Pres. Toronto St. Railway Co.

W. ANDERSON,

Secretary Toronto Street Rail'y.

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