

*Eighth.*—That it shall be lawful for the said parties of the first part, after reasonable notice to the said parties of the second part of their intention, to take up any part of the street traversed by the rails, either for the purpose of altering the grade thereof, constructing or repairing drains, or for laying down or repairing gas or water pipes, and for all other purposes within the province and privileges of a Municipal Village Corporation, without the parties of the second part being entitled to any compensation for damages or otherwise occasioned by the working of the railway or works connected therewith.

*Ninth.*—That the cars shall be run by the said parties of the second part over so much of the track as lies to the south of the Town Hall in the said Village at least sixteen hours in summer and fourteen hours in winter on each day, at intervals of not greater than thirty minutes.

*Tenth.*—That the speed of the cars shall never exceed six miles per hour.

*Eleventh.*—That when the accumulation of snow or ice in the roadway shall be such as to impede the traffic, every means shall be used by the said parties of the second part to clear the track, and while impeded the said parties of the second part shall provide sleighs sufficient for the accommodation of the public.

*Twelfth.*—That no higher fare than five cents shall be charged for the conveyance of each passenger on the line from any one point along the line in the Village to any other point along the line in the same Village, and that five cents shall be the maximum fare to be charged to any passenger from the Town Hall in the Village to the St. Lawrence Hall in the City, or to or from any intermediate point.

*Thirteenth.*—That the said parties of the second part shall be liable for all damages to individuals arising out of the construction of or operation of their railway, and hold the said parties of the first part in all respects harmless in respect thereof.

*Fourteenth.*—That if the said parties of the second part neglect to keep the track or the roadway or crossing between and on each side of the rails in good condition, according to the terms of this agreement, or to have the necessary repairs according to this agreement made thereon, the said parties of the first part may give notice requiring such repairs to be forthwith made, and if not made within a reasonable time the said parties of the first part may cause the repairs to be made and the expense thereof may be recovered at the suit of the said parties of the first part from the said parties of the second part in any court of competent jurisdiction, and be a lien on the cars of the said parties of the second part at any time within the said Village.

*Fifteenth.*—The track on and over so much of Yonge Street as lies to the south of the Town Hall in the Village shall be constructed and fully equipped within twelve calendar months from this date.

*Sixteenth.*—The privileges granted by the present agreement shall continue for a period of thirty years from the twenty-second day of March in the year of our Lord one thousand eight hundred and sixty-one.

*Seventeenth.*—That if the said parties of the second part at any time give up the railway, or cease to exercise the privileges hereby granted by the said parties of the first part for a period of three calendar months, they, the said parties of the