incurred thereby to the parties of the first part, as for work done for them and at their request, and to sue for and recover the amount thereof in any Court of competent jurisdiction.

It is agreed that the rails shall be laid on the Western side of said road, and not to encroach on the macadamized portion thereof beyond two feet from the western margin thereof.

IN WITNESS WHEREOF, the Corporate Seals of the said parties of the first and second parts respectively are hereto attached, and the signatures of the Presidents of the said Companies respectively.

Signed, sealed and delivered, in presence of (As to the Execution by the T. S. R. Co.) J. C. MORRISON. JAMES BEATY, *As to T. R. Co.*	ALEXANDER EASTON, *Pres. T. S. R. Co.*	L. S.
	W. ANDERSON, *Sec. T. S. R. Co.*	
	JAMES BEATY, *Pres. T. R. Co.*	L. S.

ASSIGNMENT.

EASTON TO THE TORONTO STREET RAILWAY COMPANY.

THIS AGREEMENT, made this eleventh day of January, A. D., 1862, between ALEXANDER EASTON, of the Village of Yorkville, Esquire, party hereto of the first part, and the TORONTO STREET RAILWAY COMPANY, party hereto of the second part.

WHEREAS, by an agreement heretofore made and entered into in the month of March, 1861, between the "Corporation of the City of Toronto, of the first part, and the said Alexander Easton, of the second part," which, after reciting certain resolutions therein contained and set forth, relating to the construction and operating of Street Railways by the said party hereto of the first part, in the said City of Toronto, it was witnessed that the said City of Toronto, for the considerations therein expressed, and the covenants and agreements therein contained on the part and behalf of the said party hereto of the first part, to be kept and performed,