

the said lease became vested in the Governors of the University of Toronto.

AND WHEREAS the said lease provided that the Lessee named therein, his executors, administrators and assigns, should have the right of renewal of the said lease for a further term of twenty-one years perpetually upon the terms and conditions therein set forth.

AND WHEREAS the said leasehold land and term of years by various mesne assignments thereof became vested in the above named Assignor.

AND WHEREAS the above named Assignor has contracted with the Assignee for the sale to him of the said leasehold property hereinafter described and intended to be hereby assigned together with all the messuages, dwelling house and other erections and buildings thereon erected.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of twenty-nine thousand dollars of lawful money of Canada now paid by the Assignee to the said Assignor (the receipt thereof is hereby acknowledged) the said Assignor doth hereby grant and assign unto the said Assignee ALL AND SINGULAR the said in part recited Indenture of Lease and the lands therein described, being:

ALL AND SINGULAR those certain parcels and pieces of land and premises situate, lying and being in the said City of Toronto and forming part of the property commonly known as University Park, which Park was originally composed of the north halves of Park lots 11, 12 and 13 in the first concession from the Bay in the Township of York and which said piece or parcel of land hereby demised, containing 49/100 of an acre, more or less, may be more particularly described as Lot Number Thirty-seven (after deducting the southerly ten feet and northerly nine feet thereof) on plan of a subdivision of part of said University Park, a copy of which plan is filed in the Registry Office of the said City of Toronto as Plan D. 178; TOGETHER WITH the said messuages, dwelling-house and tenements and all other erections and buildings on the said lands erected and being, and the rights, easements, members and appurtenances thereto belonging or commonly known, used or enjoyed as part or parcel thereof, or as appertaining thereto, together with the said in part recited Indenture of Lease, and all the estate, right, title, term of years to come and unexpired right of renewals, claim and demand whatsoever of him the said Assignor,