

account shall be taken of the allotment of the said sites to the said Allottees, or of their supposed increased value or advantages which the Allottees may attach to the same, but the said Allottees shall be considered as having no interest in said sites.

20. It is also understood that after a lapse of the forty years allotment, or any renewal thereof, the business interests of the Allottees terminate without compensation.

21. In the event of the said elevators and warehouses or any of them being destroyed by fire or otherwise during the said period of the allotment of forty years, the said Allottees bind themselves to fully reconstruct the same as soon as practically possible, and within twelve months at the latest.

22. The said Allottees hereby agree forthwith at the execution of this agreement to furnish to the said Commissioners good and valid security to their satisfaction in the sum of fifty thousand dollars (\$50,000) for the due and faithful carrying out of the work of construction in conformity with this agreement.

23. It is agreed that any space on the said sites which is not necessary and actually used and occupied for the structures and operations of said Allottees may be used by the said Commissioners as they deem fit until such time as the same is necessarily and actually required by the Allottees for their purposes, and any space which they do not necessarily and actually require and make use of for such purposes for a period of two years after the work of construction should begin on the said sites respectively in conformity with this agreement may be permanently resumed by the Commissioners; the whole without indemnity to the said Allottees, and without exempting them from the obligations undertaken by them in this agreement.

24. The Commissioners shall also have the right at any time to resume possession of any portion of said sites, even if built upon, which they may find necessary to take in order to carry out Harbour improvements, subject to the obligation of the payment by them of a fair indemnity to be agreed upon or established by arbitration as aforesaid, or by expropriation of the rights of the Allottees.

25. This provision as to indemnity shall apply to the case of the Harbour Commissioners taking or impairing any of the structures of the Allottees for the purpose of roads, harbour tracks or lines after such structures have been erected conformably to plans approved of as herein provided; it being understood that no monopoly shall exist in favor of any body or person in respect to the use of the said roads, harbour tracks and lines.

26. This agreement shall be deemed to be made wholly within and to be governed by the rules of law of this Province respecting obligations.

27. The stipulations contained in this agreement will apply to and be as binding upon the successors and representatives in interest of the said Allottees as upon the Allottees themselves, and the obligations herein undertaken are and shall be joint and several until assumed by a responsible joint stock company.

28. For all purposes of this agreement, and all notices, actions, proceedings, services or matters arising out of or connected with the same, the said Commissioners elect domicile at their office in the City of Montreal, and the said Allottees elect domicile and residence for themselves, their successors or representatives, in the Prothonotary's office of