

Yonge-street as aforesaid to the satisfaction of the Superintendent of the party of the second part as aforesaid, hereby covenant, promise and agree, for themselves, their successors and assigns, to and with the party of the first part, their successors and assigns, that they will permit and allow the Cars and Horses, and other animals drawing and propelling the same, of the party of the first part at all times hereafter to pass and repass toll-free through the Toll Gate aforesaid, and over and along that portion of Yonge-street lying between the Southern and Northern boundaries of Yorkville; and will not at any time exact or charge at any Toll Gate within the said limits any tolls for the Cars, Horses and other animals drawing or propelling the same, of the party of the first part passing or repassing the same: PROVIDED ALWAYS, that the Gate or Gateway shall not be obstructed more than is absolutely necessary for the passing and repassing of the said Cars of the party of the first part.

AND it is hereby agreed and understood, between the parties hereto, that the period of time during which the foregoing covenants shall be, subsist and extend to, is Thirty Years from the twenty-second of March last past, being the period for which the Municipalities of the City of Toronto and Yorkville have granted the privileges of operating Street Railways within their respective Municipalities to the party of the first part.

AND it is further agreed and understood, between the parties hereto, that the said party of the first part, in the construction of their Railway, and at all times thereafter in repairing the same, shall proceed with all reasonable care and diligence, and shall avoid all unnecessary delay and obstruction in the constructing and repairing of the Railway and the Roadway and macadamizing as aforesaid, so that at all times the traffic on Yonge-street shall not be obstructed in any way whatsoever.

AND it is further agreed and understood, between the parties hereto, that the said party of the first part, their successors and assigns, shall and will at all times hereafter, and from the twenty-second day of March last past, defend, indemnify and save harmless the said party of the second part their successors and assigns of, from and against all actions, suits, prosecutions or proceedings of whatever nature or kind that may be instituted or carried on against the said party of the second part, their successors and assigns, rising out of the non-performance of anything contained in this agreement on their part to be performed, or from any breach or violation of any law, rule or regulation, parliamentary, municipal or otherwise, obligatory upon the said party of the second part, in respect of the said road, and which they the said parties of the second part ought to do and perform, except future agreements, and from all costs, charges and damages in respect thereof in any way whatsoever.

AND it is further agreed and understood, that if the said road and every part thereof shall not be kept in such good and sufficient repair as aforesaid, and ten days' notice in writing deposited in the Toronto Post Office addressed to the said parties of the first part or one of their officers shall have been given of the said want of repairs, specifying the same, and the said repairs not being done or completed by the said parties of the first part within the time aforesaid, it shall be lawful for the party of the second part to do and make such repairs, and to charge the expenses