

FIRST REPORT

OF THE

TORONTO STREET RAILWAY

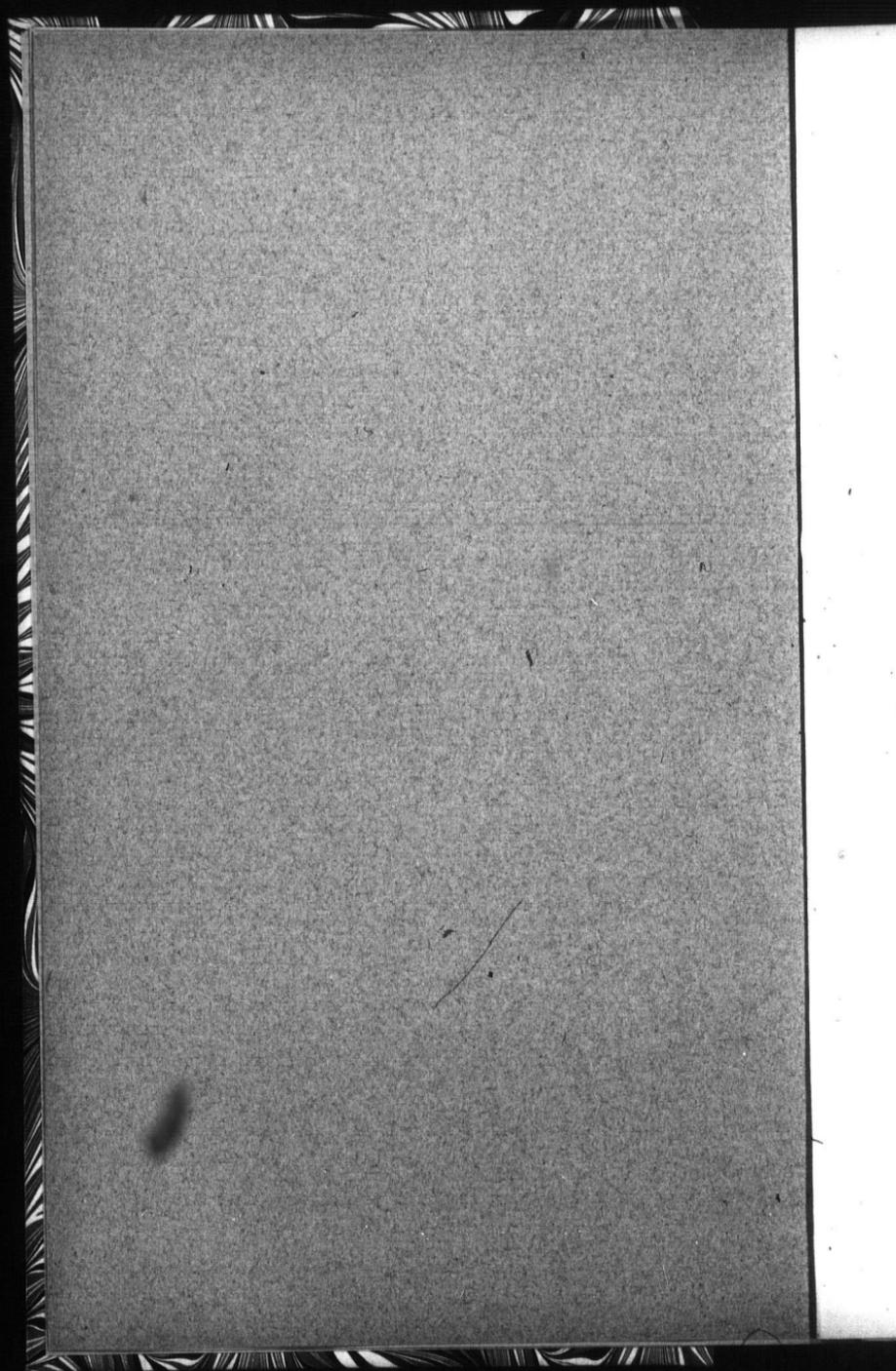
COMPANY.

1861.

TORONTO:

W. C. CHEWETT & CO., PRINTERS, KING ST.

1862.



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FIRST REPORT

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TORONTO STREET RAILWAY COMPANY.

1861.

THE TORONTO STREET RAILWAY COMPANY (the first street railway of Canada) was organised at a meeting of the Provisional Directors, held May 29th, 1861, by compliance with the 3rd clause of the Act of Incorporation.

The construction of the Yonge-street line was commenced on the 26th day of August, 1861, and it was opened to the public on the 11th day of September following.

The Queen-street line was commenced on the 16th day of October, 1861, and opened to the public on the 2nd day of December following.

The travel on Yonge-street has been so much greater than was anticipated, as to require a double track. A great portion of it has been laid down, and would have been completed but for the approach of winter. It has been decided, so soon as the season opens, to remove the present track on Yonge-street over to its proper location, and complete the double track to Queen-street.

An arrangement having been made with the Toronto Road Company, the Yonge-street line has been extended to the northern limit of Yorkville. It is considered that this extension will be of essential benefit to the business, inasmuch as it will afford passengers living within a distance of four or five miles from the city, easy access to and from the country; and experience of street railways elsewhere proves that excursions and pleasure riding form a profitable part of the business.

Mr. Easton has made an assignment of his Agreement with the City of Toronto, and all interest therein, to this Company, a copy of which is appended. It contains the fullest covenants for ensuring and carrying out in the strictest terms every provision and condition made between the Corporation and Mr. Easton.

It is to be regretted that from unforeseen circumstances the citizens were put to much inconvenience and discomfort by the use of salt on the line of railway, while at the same time the traffic of the Company was interrupted. It is due to the public to state, that the evils referred to will not again occur.

Under the authority of the 13th clause of the Act of Incorporation, a Mortgage has been executed in trust to the Hon. William Cayley, to secure the payment of \$50,000 of Bonds of the Company, having twenty-five years to run, with interest semi-annually, and providing for a Sinking Fund for their redemption, in pursuance of Resolutions of the Shareholders and Directors.

The following statement of the operations of the Company shows its business during the worst season of the year, with a totally inadequate equipment. It may, however, be taken as an index of the capacity of the road when fully equipped, and with an average amount of summer weather.

No. of Passengers carried on Yonge Street, from opening of road to 31st December (95 days).....	121,801
No. of Passengers carried on Queen Street from opening of road to 31st December (26 days).....	17,197
Average No. of passengers daily—Yonge Street.....	1,270
“ “ “ “ Queen Street.....	688
Average No. of passengers per car—Yonge Street.....	423
“ “ “ “ Queen Street.....	344
Total Receipts of both roads to 31st December	\$6,865 39
Total Expenses “ “	4,561 08
Balance.....	<u>\$2,304 31</u>

Although at first sight it may appear that the receipts will not increase in the ratio of the increased equipment (the lines having been hitherto operated by only 5 cars while the travel demands 20), yet when the advantages of the summer season, and economy of different branches of expenditure are considered, the future profits of the Company may be safely estimated to give a dividend of 15 per cent. on its stock after paying expenses, allowing \$2,500 for wear and tear, and \$4,500 for the interest and sinking fund of its bonds.

The road now built comprises six miles of single track, and an equipment of 11 first-class cars, 70 horses, waggons, sleighs, harness, &c., good premises, brick stables and car-houses. An adjoining lot has been purchased, on which is blacksmith's shops, dwelling and sheds for the uses of the Company.

The Company has no floating debt or liabilities. The road and equipment as it now stands has cost \$175,000, including all preliminary and other expenses whatsoever, which has been all paid in stock and bonds.

W. ANDERSON, *Secretary.*

The following documents are hereto appended, for the information of the stockholders and bondholders of the Company.

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AN ACT TO INCORPORATE THE TORONTO STREET
RAILWAY COMPANY.

[Assented to 18th May, 1861.]

WHEREAS Alexander Easton has, by his petition, prayed that an association under the title of "The Toronto Street Railway Company," may be incorporated for the purpose of constructing and operating Street Railways in the City of Toronto, and the Municipalities adjoining thereto; And whereas it is expedient to grant the prayer of the petitioner: Therefore, Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows:

1. The said petitioner, and such other persons as shall become shareholders of the said Company, are hereby constituted a body corporate and politic, for the purposes herein mentioned, by the name of "The Toronto Street Railway Company."

2. The capital stock of the Company shall be two hundred thousand dollars, in shares of twenty-five dollars each.

3. The Company may commence operations and exercise the powers hereby granted, so soon as one hundred thousand dollars of the capital stock shall be subscribed and twenty per cent. thereon shall be paid up. Provided always, that not less than seven persons residents and rate-payers of the said City and the other Municipalities, shall be subscribers to an amount of not less than twenty thousand dollars.

4. The Company are hereby authorized and empowered to construct, complete, maintain and operate a double or single iron Railway, with the necessary side tracks, switches and turn-outs, for the passage of cars, carriages and other vehicles adapted to the same, upon and along any of the streets or highways in the City of Toronto and the Municipalities immediately adjoining the limits of the said City, or any of them, and to take, transport and carry passengers upon the same by the power and force of animals, and to construct and maintain all necessary works, buildings and conveniences therewith connected.

5. The Company shall have full power and authority to use and occupy any and such parts of any of the streets or highways aforesaid, as may be required for the purpose of their Railway track and the laying of the rails and the running of their cars and carriages; Provided

Proviso.
Consent of
municipal
authorities to be
obtained

always, that the consent of the said City and Municipalities, respectively, shall be first had and obtained, who are hereby respectively authorised to grant permission to the said Company to construct their Railway as aforesaid within their respective limits, across and along, and to use and occupy the said streets or highways or any part of them for that purpose, upon such conditions and for such period or periods as may be respectively agreed upon between the Company and the said City or other Municipalities aforesaid, or any of them.

Railway to be
flush with the
streets.

6. The rails of the Railway shall be laid flush with the streets and highways, and the Railway track shall conform to the grades of the same so as to offer the least possible impediment to the ordinary traffic of the said streets and highways; and the gauge shall be such that the ordinary vehicles now in use may travel on the said tracks, which it shall and may be lawful for them to do, provided they do not interfere with or impede the running of the cars of the Company; and in all cases, any carriage or vehicle coming in the opposite direction to the cars shall be required to turn off the track.

Board of
Directors.

7. The affairs of the Company shall be under the control of and shall be managed and conducted by a Board of Directors of not less than three nor more than seven, each of whom shall be a stockholder to an amount of not less than one hundred dollars, and shall be elected on the first day of October of any year, at the office of the Company; and all such elections shall be by ballot, by a plurality of the votes of the Stockholders present, each share to have one vote, and Stockholders not personally attending may vote by proxy; and the Directors so chosen shall, as soon as may be, elect one of their number to be President, which President and Directors shall continue in office one year and until others shall be chosen to fill their places; and, if any vacancy shall at any time happen of the President or Directors, the remaining Directors shall supply such vacancy for the remainder of the year.

Qualification.

Election.

Vacancies.

First Directors.

8. Alexander Easton, Alexander Bleakley and Daniel Smith, shall be the first Directors of the Company, and the said Alexander Easton, first President thereof, who shall severally hold their offices, till the first day of October next after the Company go into operation.

Directors to
make By-laws for
certain purposes.

9. The Directors of the Company shall have full power and authority to make, amend, repeal and re-enact all such By-laws, rules, resolutions and regulations, as shall appear to them proper and necessary, touching the well ordering of the Company, the number of Directors, the acquirement, management and disposition of its stock, property and effects, and of its affairs and business, the entering into arrangements and contracts with the said City or Municipalities, the declaration and payment of dividends out of the profits of the said Company, the form and issuing of stock certificates, and the transfer of shares, the calling of

special and general meetings of the Company, the appointment, removal and remuneration of all officers, agents, clerks, workmen and servants of the Company, the fares to be received from persons transported over the Railway or any part thereof, and in general to do all things that may be necessary to carry out the objects and the exercise of any powers incident to the Company.

10. The Stock of the Company shall be deemed personal estate, and shall be transferable in such way as the the Directors shall by By-law direct.

11. If the election of Directors be not made on the day appointed by this Act, the Company shall not for that reason be dissolved; but the Stockholders may hold the election on any other day in the manner provided for by any By-law passed for that purpose; and all acts of Directors, until their successors are elected, shall be valid and binding upon the Company.

12. The Company may purchase, lease, hold or acquire, and transfer any real or personal estate necessary for carrying on the operations of the Company.

13. The Directors of the Company may, from time to time, raise or borrow for the purposes of the Company, any sum or sums not exceeding in the whole one hundred thousand dollars, by the issue of Bonds or Debentures, in sums of not less than one hundred dollars, on such terms and credit as they may think proper, and may pledge or mortgage all the property, tolls and income of the Company or any part thereof, for the repayment of the moneys so raised or borrowed and the interest thereon; provided always, that the consent of three-fourths in value of the Stockholders of the Company shall be first had and obtained at a special meeting to be called and held for that purpose.

14. The said City and the said adjoining Municipalities or any of them, and the said Company, are respectively hereby authorised to make and to enter into any agreement or covenants relating to the construction of the said Railway, for the paving, macadamising, repairing and grading of the streets or highways, and the construction, opening of and repairing of drains or sewers, and the laying of gas and water pipes in the said streets and highways, the location of the railway and the particular streets along which the same shall be laid, the pattern of rail, the time and speed of running of the cars, the amount of license to be paid by the Company annually, the amount of fares to be paid by passengers, the time within which the works are to be commenced, the manner of proceeding with the same and the time for completion, and generally for the safety and convenience of passengers, the conduct of the agents and servants of the Company, and the non-obstructing or impeding of the ordinary traffic.

City and Municipalities may pass By-laws for giving effect to any such agreement.

15. The said City and the said Municipalities are hereby authorized to pass any By-law or By-laws, and to amend, repeal or enact the same, for the purpose of carrying into effect any such agreements or covenants, and containing all necessary clauses, provisions, rules and regulations for the conduct of all parties concerned, and for the enjoining obedience thereto, and also for the facilitating the running of the Company's cars, and for regulating the traffic and conduct of all persons travelling upon the streets and highways through which the said Railway may pass.

Existing agreement with the City recited and confirmed.

16. And whereas the said Corporation of Toronto, on the twenty sixth day of March, one thousand eight hundred and sixty-one, entered into an agreement, bearing that date, under the seal of the said City, with the said Alexander Easton, for the construction and operating of street Railways within the said City, upon certain conditions therein mentioned, and among other things it was agreed that so soon as Legislative sanction was given to the same, that a By-law of the said City should be passed in accordance therewith, therefore the said recited agreement shall be held to be a valid and binding agreement, and that the Corporation of Toronto had full power and authority to enter into and make such agreement upon the conditions and for the purposes therein mentioned, and the said Corporation are hereby authorized to pass any By-law or By-laws for the purpose of carrying into effect the said recited agreement.

City may pass a By-law to give it effect.

Public Act.

17. This Act shall be deemed a Public Act.

BY-LAW

RESPECTING STREET RAILWAYS.

WHEREAS by certain Articles of Agreement bearing date the 26th day of March, A. D., 1861. The Corporation of the City of Toronto agreed with one Alexander Easton, as follows :—

ARTICLES OF AGREEMENT had, made and concluded this 26th day of March, in the year of our Lord One Thousand Eight Hundred and Sixty One.

BETWEEN, the Corporation of the City of Toronto of the first part, and Alexander Easton of the Village of Yorkville of the second part.

WHEREAS, divers inhabitants of the City of Toronto, have petitioned the Common Council of the City of Toronto to sanction the construction of Street Railways, in, along and upon the Streets of the said City, and the said party of the second part hath proposed to construct and operate such Street Railways upon the Streets hereinafter mentioned, and the said Common Council did on the 14th day of the present month of March, accept such proposals by the following resolutions.

First.—That Alexander Easton be authorised to lay down Street Railways of approved construction on any of the Streets of this City, such Railways being of approved construction and worked under such regulations as may be necessary for the protection of the Citizens.

Second.—All works necessary for constructing and laying down the several Railway Tracks shall be made in a substantial manner according to the best modern practice, under the supervision of the City Surveyor or such other Officer as the Council shall appoint for this purpose and to the satisfaction of the Council.

Third.—The roadway between and within at least one foot six inches from and outside of each rail shall be paved or macadamized and kept constantly in good repair by the said Easton, who shall also be bound to construct and keep in good repair crossings of a similar character to those adopted by the Corporation within the limits aforesaid, at the intersection of every such Railway Track and Cross Streets. X

Fourth.—The Tracks shall conform to the grades of the various Streets through which they will run as furnished by the City Surveyor or such other Officer as aforesaid, and shall not in any way change or alter the same.

Fifth.—The location of the line of Railway in any of the Streets shall not be made, until the plans thereof, shewing the position of the rails and other works in each Street shall have been submitted to and approved of, by the City Surveyor, or such other Officer as aforesaid.

Sixth.—The City authorities shall have the right to take up the Streets traversed by the rails either for the purpose of altering the grades thereof, constructing or repairing drains, or for laying down or repairing Water or Gas pipes and for all other purposes within the province and privileges of the Corporation without being liable for any compensation or damage that may be occasioned to the working of the Railway or to the works connected therewith.

Seventh.—The Rail to be employed for the said Railway shall be the flat rail such as is now used in the City of Philadelphia with such modifications as the Council on the recommendation of the City Surveyor or other Officer as aforesaid may decide to adopt and the Cars shall be constructed in the most modern style.

Eighth.—The Railway shall not be opened to the public nor put in operation until the sanction of the Council has been previously obtained by means of a special resolution to that effect, and such sanction shall only be granted upon a Certificate from the City Surveyor or other Officer especially appointed for that purpose declaring the said Road to be in good condition and constructed conformably to the conditions prescribed by the agreement on that behalf.

Ninth.—Each Car employed on the Railway shall be numbered and none shall be used unless under a license for that purpose, for which license the said Proprietor shall pay the annual sum of Five Dollars.

Tenth.—The Cars shall be run over the whole of the Tracks herein mentioned at least 16 hours in summer and 14 hours in winter on each day and at intervals of not greater than thirty minutes and no car shall run on Sundays.

Eleventh.—The speed of the Cars shall never exceed Six miles per hour.

Twelfth.—The Conductors shall announce to the passengers the names of the Streets and Public Squares as the Cars reach them.

Thirteenth.—The Cars shall be used exclusively for the conveyance of passengers.

Fourteenth.—When the accumulation of snow or ice on the roadway shall be such as to impede the traffic, every means shall be used to clear the track and while impeded sufficient sleighs shall be provided for the accommodation of the public.

Fifteenth.—No higher fare than Five Cents shall be charged for the conveyance of each passenger on the line.

Sixteenth.—The proprietor or proprietors shall be liable for all damages arising out of the construction or operation of the Railways.

Seventeenth.—Should the proprietor neglect to keep the Track or the roadway or crossings between and on each side of the rails in good condition, or to have the necessary repairs made thereon, the City Surveyor or other proper Officer shall give notice thereof requiring such repairs to be made forthwith, and if not made within a reasonable time the said Surveyor or other Officer as aforesaid shall cause the repairs to be made and the amount so expended may be recovered against the said proprietors in any Court of competent jurisdiction.

Eighteenth.—The privilege granted by the present agreement shall extend over a period of thirty years from this date, but at the expiration thereof, the Corporation may after giving six months notice prior to the expiration of the said term of their intention, assume the ownership of the railways and all real and personal property in connection with the working thereof on payment of their value, to be determined by arbitration, and in case the Corporation should fail in exercising the right of assuming the ownership of the said Railway at the expiration of Thirty Years as aforesaid, the Corporation may at the expiration of every Five Years to elapse after the first Thirty years, exercise the same right of assuming the ownership of the said Railway, and of all real and personal estate thereto appertaining after one year's notice to be given within the twelve months immediately preceding the expiration of every fifth year as aforesaid, and on payment of their value to be determined by arbitration.

Nineteenth.—Should the Proprietors at any time give up the Railway or cease to exercise the privilege hereby granted to them for a period of six months they shall forfeit the entire property, including the rails, cars, &c., to the benefit of the Corporation.

Twentieth.—The agreement to be made hereunder shall only have effect after the legislation necessary for legalizing the same shall have been obtained.

Twenty-first.—The rails shall be laid down on Queen Street from Yonge Street to the Asylum, on King Street from the River Don to Bathurst Street, and on Yonge Street from King Street to Bloor Street.

Twenty-second.—The track on Yonge Street shall be completed and equipped within twelve months from the date of the Act authorizing the same, and the tracks on King and Queen Streets shall be constructed and fully equipped within two years from the same time.

Twenty-third.—If within four months after the passing of the Act the Proprietor should fail to proceed with the works in such manner as to satisfy the City Surveyor or other proper officer appointed by the Corporation that they will be completed within the stipulated time, the Corporation may give fourteen days notice of its intention to annul the privileges hereby granted, and if the works are not then proceeded with in a satisfactory manner the Corporation may by resolution annul the said privileges accordingly.

Twenty-fourth.—In the event of any other parties proposing to construct railways on any of the streets not occupied by the party to whom the privilege is now to be granted, the nature of the proposals thus made shall be communicated to him and the option of constructing such proposed railway on similar conditions as are herein stipulated shall be offered, but if such preference is not accepted within one month, then the Corporation may grant the privilege to any other parties.

NOW THESE PRESENTS WITNESS, that the said parties of the first part in consideration of the amounts to be paid to them by the said party of the second part, his executors, administrators and assigns, by and under the said resolutions and these presents, and of the covenants and agreements therein, on his part and behalf to be kept and performed, do hereby give and grant unto the said party of the second part, his executors, administrators and assigns, the exclusive right and privilege to construct, maintain, and operate Street Railways by single or double tracks with all necessary turn-outs, side-tracks and switches, in, along and upon King Street, Queen Street, and Yonge Street, in the said City, together with the right to the use of the tracks of the said railways as against all other vehicles whatsoever, for the said term of Thirty Years, upon the conditions and subject to all the payments, regulations, provisions, and stipulations in the said above recited resolutions, and these presents expressed and contained, and the said parties of the first part, covenant with the said party of the second part, his executors, administrators, and assigns.

First.—That when and so often as it may be necessary for them, the said parties of the first part, to open any of the said streets as stipulated in the sixth resolution above recited, a reasonable notice shall be given to the said party of the second part of their intention so to do, and the work thereon shall not be unnecessarily delayed but shall be carried on and completed with all reasonable speed, due regard being had to the proper and efficient execution thereof.

Second.—That there shall be no unnecessary delay on the part of the said parties of the first part and their officer or officers in the granting of any certificate required by any of the said resolutions, but the said parties of the first part and their officer and officers, shall and will in all things so far as is consistent with their duty, aid and assist the said party of the second part in carrying out this agreement.

Third.—That the time limited in the twenty-third resolution shall apply to the construction of the railway on Yonge Street, and that the restrictions therein contained, so far as the same applies to the railways on King and Queen Streets, shall be extended to the first day of June in the year of Our Lord 1863.

Fourth.—That the said party of the second part, his executors, administrators, and assigns, paying License fees as provided in the ninth resolution, and performing and fulfilling all the conditions, stipulations, restrictions and covenants in the said resolutions and in these presents contained, shall and may, peaceably and quietly, have, hold and enjoy the rights and privileges hereby granted, without any let or hindrance or trouble of or by the said parties of the first part, or any person or persons on their behalf.

And, lastly, that as soon as the necessary power required to sanction this agreement be granted by the Legislature of the Province, and the parties of the first part are legally authorised so to do they will without delay pass a By-law framed in accordance with the said Resolutions.

And the said party of the second part doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree to and with the said parties of the first part, their successors and assigns in manner following, that is to say:—

First.—That he will construct, maintain and operate the said railways within the times in the manner and upon the conditions in the said resolutions and these presents set forth.

Second.—That he will well and truly pay the said license fees, and will truly and faithfully perform, fulfil and keep all the conditions, covenants and agreements in the said resolutions and these presents expressed and contained on his and their part to be performed, fulfilled and kept.

Third.—That before breaking up, opening, or interfering with any of the said streets, for the purpose of constructing the said railways, he will give or cause to be given to the City Surveyor or other proper officer of the said parties of the first part at least ten days notice of his intention so to do, and that no more than twenty-six hundred feet of the said streets shall be broken up or opened at any one time, and that when the work thereon shall have been commenced the same shall be proceeded with steadily and without intermission, and as rapidly as the same can be carried on, due regard being had to the proper and efficient construction of the same.

Fourth.—That during the construction of the said railways due and proper care shall be taken to leave sufficient space and crossings so that the traffic and travel on the said streets and other streets running at right angles thereto shall not be unnecessarily impeded, and that the water courses of the said streets shall be left free

and unobstructed, and lights, barriers or watchmen provided, and kept by the said party of the second part when and where required to prevent accidents to the public.

Fifth.—That the gauge of the said railways shall be such that the ordinary vehicles now in use may travel on the said tracks, and that it shall and may be lawful to and for all and every person and persons whatsoever to travel upon and use the said tracks with their vehicles loaded or empty, when and so often as they may please, provided they do not impede or interfere with the cars of the party of the second part, running thereon, and subject at all times to the right of the said party of the second part, his executors, administrators and assigns, to keep the said tracks with his and their cars, when meeting or overtaking any other vehicle thereon.

Sixth.—That the said party of the second part, his heirs, executors, or administrators shall and will at all times employ careful, sober and civil agents, conductors and drivers to take charge of the cars upon the said railways, and that he the said party of the second part, his heirs, executors, and administrators, and his and their agents, conductors, drivers, and servants, shall and will from time to time, and at all times during the continuance of this grant, and the exercise by him and them of the rights and privileges hereby conferred, operate the said railway and cause the same to be worked under such regulations as the Common Council of the City of Toronto may deem necessary and requisite for the protection of the persons and property of the public, and provided such regulations shall not infringe upon the privilege granted by the said resolutions.

Seventh.—That no higher fare than five cents shall be charged or exacted from or upon any passenger using the car or cars of the said party of the second part from the St. Lawrence Hall on King Street either to Yorkville or the Asylum, but he or she shall be entitled to travel in the said car or cars either of the said distances for one fare only.

And, lastly, that all the works to be done under the said resolutions and these presents, and the rights and privileges to be used thereunder shall be done and used to the satisfaction of the Common Council of the City of Toronto or the City Surveyor or other officer to be by them appointed for the purpose. Provided, however, that if the said party of the second part be delayed by the order and injunction of any Court, except the same be granted on the default or negligence of the said party of the second part, then the time of such delay shall be excluded from the operation of this agreement, and such time in addition to the periods prescribed in the said resolutions shall be allowed for the completion of the said railway, and also that it is the intent and meaning of the nineteenth resolution above recited that the forfeiture therein mentioned shall attach in case the said party of the second part fails to build and operate any one of the three lines of railway; it being the clear understanding of the said party of the second part, that the privileges hereby conferred were to insure the completion and working of three lines of railway, and in case of failure in any one the absolute forfeiture of what has been constructed and of the plant belonging thereto shall take place under the said resolution and agree-

ment; and provided further that this agreement and the matters and things herein contained shall only take effect after the legislation necessary for legalizing the same shall have been obtained.

AND WHEREAS since the execution of the said agreement by a certain Act of the Parliament of the Province, passed in the twenty-fourth year of Her Majesty's Reign, intituled an Act to incorporate the Toronto Street Railway Company, it was among other things enacted that the said agreement should be held to be a valid agreement, and that the Corporation of the City of Toronto had full power and authority to enter into and make such agreement upon the conditions and for the purpose therein mentioned, and the said Corporation was thereby authorised to pass any By-Law or By-Laws for the purpose of carrying the same into effect.

Now the Corporation of the City of Toronto, by the Council thereof enact

I.

That the said agreement hereinbefore recited shall be and the same is hereby ratified and confirmed—and the said Alexander Easton is hereby authorised to lay down Street Railways on King Street, Queen Street and Yonge Street, and work the same under the conditions, provisoes, and restrictions in the said resolutions and agreement contained, and such other regulations as are herein set forth or may from time to time be deemed necessary by said Council for the protection of the citizens of the said City of Toronto.

II.

That so soon as the said Railways or any of them are constructed and certified to in the manner and according to the terms of the said agreement, the said Alexander Easton may commence to run cars or carriages, and convey passengers thereon, and collect the fare for the same as settled by the said resolutions and agreement, and fully operate the said roads.

III.

That before the certificate hereinbefore referred to shall be granted, the said Alexander Easton shall submit to the Council of the Corporation of the City of Toronto for their approval, the rules and regulations for the government and guidance of the Conductors and Drivers upon the said Railways, and others connected with the working thereof which said rules and regulations, when approved by the said Council, shall be posted in some conspicuous place in each car or carriage—and no car or carriage shall be run upon any of the said railways without a copy of such rules and regulations being so placed therein.

IV.

That the cars and carriages of the said Alexander Easton while running on the said railways, or any of them, shall have the right to use the said railways as against all other vehicles whatsoever, and all other such vehicles using the said railways whether meeting or proceeding in the same direction as the said cars or carriages shall turn out of the said track of the said railways, and permit the said cars and

carriages to pass, and shall in no case, and under no pretence whatever obstruct or hinder the passage thereof, and the free use of the said railways by the said cars and the carriages of the said Alexander Easton.

V.

Any person guilty of any infraction of any of the provisions of this By-Law shall on conviction before the Mayor, Police Magistrate, or any one or more of the Aldermen of the said City forfeit and pay a fine of not less than one dollar, nor more than twenty dollars, such penalty to be recovered by distress and sale of the goods and chattels of the offender or by imprisonment in case of non-payment of the fine, or any part thereof, not exceeding twenty-one days,—provided always that the rights conferred upon the said Alexander Easton by this By-Law and the agreement hereby confirmed shall in no case be taken to prevent the Corporation of the City of Toronto or their grantees from crossing the railways of the said Alexander Easton by other railways traversing other streets—the provisions of the twenty fourth resolution being first complied with, but such right to cross the same is hereby expressly reserved.

BY-LAW AND AGREEMENT,

BETWEEN THE CORPORATION OF YORKVILLE AND THE
TORONTO STREET RAILWAY COMPANY.

THIS INDENTURE, made the Eighteenth day of June, in the year of our Lord one thousand eight hundred and sixty-one, between THE CORPORATION OF THE VILLAGE OF YORKVILLE, of the First Part, and THE TORONTO STREET RAILWAY COMPANY, of the Second Part.

WHEREAS certain persons were by an "Act" of the Legislature of the Province of Canada, intituled "An Act to incorporate the Toronto Street Railway Company," incorporated as a body corporate and politic for the purposes therein mentioned, by the name of "The Toronto Street Railway Company," the parties hereto of the Second Part.

AND WHEREAS the said Company was in and by the said Act, among other things, empowered to construct, complete, maintain, and operate a double or single iron railway, with the necessary side tracks, switches, and turn-outs for the passage of cars, carriages, and other vehicles adapted to the same, upon and along any of

the streets or highways in the City of Toronto and the Municipalities immediately adjoining the limits of the said City or any of them, and to take, transport, and carry passengers upon the same by the power and force of animals, and to construct and maintain all necessary works, buildings, and conveniences connected therewith.

AND WHEREAS, in and by the said Act, full power and authority was given to the parties of the Second Part to use and occupy any and such parts of any of the streets or highways aforesaid as may be required for the purpose of their railway track, and the laying of the rails and the running of their cars and carriages, provided that the consent of the said City and Municipalities respectively shall be first had and obtained, which are by the said Act respectively authorized to grant permission to the said parties of the second part to construct their railway as aforesaid within their respective limits, across and along and to use and occupy the said streets or highways, or any part of them, for that purpose, upon such conditions and for such period or periods as may be respectively agreed upon between the parties of the second part and the said City or other Municipalities aforesaid or any of them.

AND WHEREAS, in and by the said Act the said City and the adjoining Municipalities or any of them and the said parties of the second part, are respectively authorized to make and to enter into any agreement or covenants relating to the construction of the said railway for the paving, macadamizing, repairing, and grading of the streets or highways, and the construction, opening of and repairing of drains or sewers, and the laying of gas and water pipes in the said streets and highways; the location of the railway and the particular streets along which the said shall be laid, the pattern of rail, the time and speed of running the cars, the amount of license to be paid by the Company annually, the amount of fares to be paid by passengers, the time within which the works are to be commenced, the manner of proceeding with the same, and the time for completion, and generally for the safety and convenience of passengers, the conduct of the agents and servants of the company, and the non-obstructing and impeding of the ordinary traffic.

AND WHEREAS the "Corporation of the City of Toronto" on the twenty-second day of March, in the year of our Lord one thousand eight hundred and sixty-one, entered into an agreement bearing that date under the seal of the City with Alexander Easton, the present President of the parties of the second part, and acting in the expectation that the parties of the second part would be thereafter duly incorporated in regard to divers matters such as mentioned in the last foregoing recital.

AND WHEREAS the said parties of the second part having, upon the conditions in said agreements set forth, obtained from the Corporation of the said City permission to use and occupy certain streets in the said City, including Yonge Street so far as within the boundaries of the said City, for the purpose of their railway track, and the laying of the rails and the running of their cars and carriages, are desirous of obtaining similar permission from the "Corporation of the Village of Yorkville," a Municipality immediately adjoining the said City, and under and pursuant to the said Act to enter into a corresponding agreement with the Corporation of the said Village.

AND WHEREAS the parties hereto of the first part, being the Corporation of the said Village, are willing to grant such permission as to so much of Yonge Street aforesaid as is within the boundaries of the said Village upon the terms and conditions hereinafter set forth, and to enter into an agreement with the said parties of the second part such as hereinafter contained :

NOW THIS INDENTURE WITNESSETH, That the said parties of the first and second parts have covenanted and agreed, and by these presents do covenant and agree, each with the other of them, as follows :

First.—That the said parties of the second part be permitted without let or hindrance from the said parties of the first part, to lay down the continuance of their street railway along so much of Yonge Street in the Village of Yorkville as is situate between the northern boundary of the City of Toronto and the northern boundary line of the said Village where the same crosses Yonge Street, of the same materials and of the same dimensions as authorized by the Corporation of the City of Toronto, but under such regulations as the said parties of the first part may see fit from time to time to make, ordain and declare.

Second.—That the track of the railway shall be laid by the said parties of the second part of such rails as may be approved of by the Corporation of the City of Toronto, and actually used in the streets of the said City, and the rails laid flush with the surface of the street, and conform to the grade thereof as now established, or as it may be from time to time altered or established.

Third.—That the said parties of the second part shall keep the surface of the street inside of the rails, and for one foot outside thereof, in good order and repair, and all dirt and filth cleaned and removed therefrom, as the said parties of the first part may from time to time order and direct.

Fourth.—That the said parties of the second part shall pave or macadamize the roadway between and within at least one foot six inches (or as much as the ties project) from and outside of each rail, and the same constantly keep in repair.

Fifth.—That the said parties of the second part shall also construct and keep in good repair the crossings at the intersection of every such railway track and cross street or other crossings, to the extent of said railway track and one foot on each side thereof, of a similar character to those in use by the said parties of the said parties of the first part within the limits of the Village.

Sixth.—That the said parties of the second part shall cause the railway to be constructed in the centre of the street if a single track, and if of a double track the inside rail of each track shall be laid within one foot and six inches of the centre of the street, said rails to be so laid as to accommodate the width of ordinary carriage wheels or otherwise, as may hereafter be agreed upon between the said parties.

Seventh.—That when the said parties of the second part shall have completed one track of the said railway and placed cars thereon for public use, it shall be lawful for them at any time thereafter within the period of five years to build a second track, so that they do not interrupt the running in the ordinary way of the cars on the first completed track.

vide Sec. 24
at page 19

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page 9

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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 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

second part, shall forfeit the entire property within the limits of the said Village, including railway stock, to the said parties of the first part.

Eighteenth.—That if the said parties of the second part shall fail to complete the aforesaid railway within the said Village according to the conditions herein prescribed, then the rights and privileges granted herein or otherwise to the said parties of the second part, together with all or any improvements made upon the railway within the said Village shall be forfeited, unless the said parties of the first part shall give to the said parties of the second part a further extension of time; Provided that no detention be caused by any action of courts of law or other authorities.

Nineteenth.—That in the event of any other parties proposing to construct railways on any of the streets within the present limits of the Village, or any extended limits thereof, and not now occupied by the parties of the first part or which they are now authorized to occupy, the nature of the proposals thus made shall be communicated to the said parties of the second part, and the option of constructing such proposed railway on similar conditions as are herein stipulated shall be given to the said parties of the second part, but if such preference be not accepted within one calendar month the said parties of the first part may grant the proposed privilege to any other persons or bodies corporate.

Twentieth.—That during the term of thirty years herein and hereby granted, the said parties of the first part shall not, without the consent in writing of the said parties of the second part, under their corporate seal, make any regulations in regard to the construction or operation of said railway, at variance with the terms of this agreement or the rights of the said parties of the second part thereunder, and that if any such regulations be made without such consent the same or so much thereof as shall be at variance as aforesaid shall be void and of none effect upon the parties of the second part.

IN WITNESS WHEREOF the parties of the first part, have hereto affixed the corporate seal of the Corporation of Yorkville, and these presents are signed and countersigned by the Reeve and Clerk of the said Corporation, on behalf of the said Village.

And the parties of the second part have hereto affixed the Corporate Seal of the "Toronto Street Railway Company," and these presents are signed and countersigned by the President and Secretary of the said Company on behalf of such Company, on the day and year first above written.

Signed, sealed and delivered,
in presence of

J. F. PATERSON,
CALVIN BROWN,

WILLIAM ROWELL,
Reeve of Yorkville,
WM. H. ARCHER,
Clerk of Yorkville.

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ALEXANDER EASTON,
Pres. Toronto St. Railway Co.
W. ANDERSON,
Secretary Toronto Street Rail'y.

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LEASE,

FROM THE CORPORATION OF THE VILLAGE OF YORKVILLE
TO THE TORONTO STREET RAILWAY COMPANY.

THIS INDENTURE, made the Twelfth day of June, in the year of our Lord one thousand eight hundred and sixty-one, in pursuance of the Act to Facilitate the Leasing of Lands and Tenements, between THE CORPORATION OF THE VILLAGE OF YORKVILLE, hereinafter called the Lessors, of the First Part, and THE TORONTO STREET RAILWAY COMPANY, hereinafter called the Lessees, of the Second Part,

WITNESSETH, that in consideration of the yearly rents, covenants and conditions hereinafter respectively reserved and contained by the said lessees, their successors or assigns, to be respectively paid, observed and performed, the said lessors have demised and leased, and by these presents do demise and lease, unto the said lessees all the Basement and Ground Floor of the Town Hall Building, in the Village of Yorkville, in the County of York, except the coal cellar and the dark room adjoining thereto; the premises hereby demised, or intended so to be, being marked on the Plan of the said Basement and Ground Floor hereto annexed as follows, that is to say, rooms numbers one, two, three, four and five, in the Basement and that part of the Ground Floor marked "Arcade;" also rooms numbered therein one, two, three, four, five, six, seven and eight; also all and singular that certain parcel or tract of Land situate in the rear of the said Town Hall, in the said Village of Yorkville, containing by admeasurement nine thousand and six hundred square feet, be the same more or less, and being in depth one hundred and twenty feet, more or less, to a lane, by eighty feet more or less in width north and south;

TOGETHER WITH all the rights, members and appurtenances whatsoever to the said premises belonging or appertaining; and also the right and privilege to the said lessees of running cars through the said Arcade; the floor to be left in good order and repair at the end of the term: TO HAVE AND TO HOLD the said hereby demised premises with their appurtenances unto the said lessees, their successors or assigns, for the term of Twenty-one Years, to be computed from this twelfth day of June, one thousand eight hundred and sixty-one, yielding and paying therefor unto the said lessors, their successors and assigns, the clear yearly rent or sum of Three Hundred Dollars of lawful money of Canada, in even portions, and to be paid quarterly, on the twelfth days of September, December, March and June in each and every year during the continuance of the said term, without any deduction, defalcation, or abatement whatever for or in respect of taxes, rates, impositions or otherwise howsoever; the first payment to be made on the twelfth day of September next.

AND the said lessees, for themselves, their successors and assigns, hereby covenant with the said lessors, their successors and assigns, to pay rent and to pay

taxes, and to repair and keep up fences, and that that the said lessors may enter and view state of repair, and that the said lessees will repair according to notice.

AND that the said lessees will, with all convenient speed, and within a reasonable time, hereafter erect, and keep erected during the said term, a good Brick Building in the rear of the said Lot hereby demised; but the floor of such building, so long as the same shall be occupied as a stable, shall not be covered with plank. And no building shall be erected on the said Lot, which shall either obstruct the light to the windows in the rear of the said Town Hall Building, or be within sixteen feet of the same. And said lessees will also make or cause to be made proper Drains to carry off urine from the Stables, and will not allow Manure to accumulate in or about the premises.

AND that they the said lessees will not carry on any Business other than that appertaining to the business of a Depôt for Street Railways, nor that may be deemed a nuisance on the said premises to any person or persons occupying any of the other portions of the said Town Hall; and that they will not drive through the said Arcade at a faster pace than a walk.

AND that they will not erect a Blacksmith's Shop on the said Lot, nor shall any blacksmith's business be conducted thereon.

AND that no alteration shall be made within the Building of the said Town Hall, other than the flooring and laying of rails through the Arcade, and inserting two windows in the partition between the two front offices, without the consent in writing of the said lessors; and that they will not use the rooms of the said Town Hall Building for any purpose that may be dangerous in causing fire, or for any other purpose than as Offices for the business of the said lessees as such Street Railway Company; and will not assign or sub-let without leave; and that they will, at the expiration or other determination of the said term of twenty-one years, leave the premises in good repair.

AND it is hereby agreed and understood by all parties, that nothing herein contained shall in any way affect the rights and privileges of lessees and occupants of lots on each side of the said Town Hall to the right of entrance through the Arcade from the front up to the passages and through the passages marked respectively on the plan annexed, to the rear of their houses. PROVISO, for the absolute forfeiture of the present Lease, and for re-entry by the said lessors, on non-payment of rent within sixty days after maturity, or on non-performance of covenants.

THE said lessors covenant with the said lessees for quiet enjoyment.

AND the said lessees may, if they so elect, place a Sign (the pattern or design to be subject to the approval of the lessors) on the balcony over the archways of the Arcade, and place Gas Lights at said entrance.

AND LASTLY, it is hereby agreed, that if at the expiration or other determination of the said term, the said lessors desire to purchase the Buildings erected on the said premises by the said lessees, they shall be at liberty to do so, at a valuation to be made by two disinterested arbitrators, one to be chosen by each party, or, if they disagree, by them and such third arbitrator as they may appoint, or any two of them. And in order to effectuate this provision, it is agreed, that if the said lessors should

decide upon purchasing the said buildings so to be erected by the said lessees, and should appoint an arbitrator accordingly, and if the said lessees should neglect or refuse for the space of twenty days after notice of such appointment to appoint an arbitrator on their part, then the arbitrator so appointed may himself name some disinterested party as arbitrator, and they two shall proceed with such valuation; and if they disagree, may appoint a third arbitrator; and their decision, or the decision of any two of them, shall be as final and binding as if such arbitrator had been appointed by the said lessees. PROVIDED that nothing herein contained shall be construed to make it obligatory on said lessors to purchase said Buildings so to be erected by the said lessees; but the said lessors shall, if they so elect to purchase, give six months' notice of such election so to purchase as herein provided previous to the expiration of the term; and that if no such notice be given, then the said lessees have the right to remove their buildings so to be erected by them, doing no unnecessary damage to said premises, but leaving the same as at entry, reasonable wear and tear excepted. And a reasonable time shall be allowed to said lessees after expiration or other determination of the term, in which to remove their said buildings.

IN WITNESS WHEREOF the party of the First Part have hereto affixed the Corporate Seal of the Corporation of the Village of Yorkville, and these presents are signed and countersigned by the Reeve and Clerk of the said Corporation on behalf of the said Village; and the party of the Second Part have hereto affixed the Corporate Seal of the Toronto Street Railway Company, and these presents are signed and countersigned by the President and Secretary of the said Company on behalf of such Company, the day and year first above written.

Signed, sealed and delivered,
in presence of
(Seal attached, pursuant to By-law, on 25th
day of June, 1861.)

J. F. PATERSON.
CALVIN BROWN.

WILLIAM ROWELL,
Reeve of Yorkville.

WM. H. ARCHER,
Clerk Yorkville.

ALEXANDER EASTON,
Pres. Toronto Street Railway Co.

W. ANDERSON,
Sec. Toronto Street Railway Co.

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A G R E E M E N T .

THE TORONTO STREET RAILWAY COMPANY AND THE TORONTO ROADS COMPANY.

THIS AGREEMENT, made the Eighth day of November, in the year of our Lord one thousand eight hundred and sixty-one, between THE TORONTO STREET RAILWAY COMPANY, party hereto of the First Part, and THE TORONTO ROADS COMPANY, party hereto of the Second Part,

WITNESSETH: WHEREAS the party of the first part, under and by virtue of their Act of Incorporation, are about to construct a portion of their Street Railway within the Municipality of Yorkville; AND WHEREAS the party of the second part have a Toll Gate within the said Municipality, on Yonge-street, the road over which the said Street Railway is intended to pass; AND WHEREAS the party of the second part, in consideration of the party of the first part maintaining and keeping in good and proper repair, to the satisfaction of the Superintendent of the party of the second part, so much of the Macadamized Road on Yonge-street as lies between the said Toll Gate and the Northern boundary of Yorkville, have agreed not to exact any tolls from the party of the first part on account of their Cars and Horses and other animals drawing or propelling the same passing through and over the same:

NOW THESE PRESENTS WITNESS, that the party of the first part, in consideration of the party of the second part, their successors and assigns, permitting and allowing the Cars and Horses, and other animals drawing and propelling the same, of the party of the first part, their successors and assigns, to pass toll-free through the said Toll Gate of the said party of the second part, and over and along so much of Yonge street as lies within the boundaries of the Village of Yorkville, the party of the first part, for themselves, their successors and assigns, hereby covenant, promise and agree, to and with the said party of the second part, their successors and assigns, to maintain and keep in good and sufficient order and repair and macadamize all that macadamized portion of Yonge-street situate between the Toll Gate aforesaid and the Northern boundary of Yorkville, and upon which the party of the first part intend to construct their Street Railway; such maintenance, macadamizing and keeping in repair to extend to and to be of the width macadamized of the said road at the present time, and the whole length of the said road used by the said party of the first part for their said Railway; such repair and maintenance to be done to the satisfaction of the Superintendent of the said road, appointed by the party of the second part.

AND the party of the second part, in consideration of the party of the first part maintaining and keeping in good and sufficient repair and macadamizing so much of

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

did thereby give and grant unto the said party hereto of the first part, his executors, administrators and assigns, the exclusive right and privilege to construct, maintain and operate Street Railways by single or double tracks, with all necessary turn outs, side tracks and switches, in, along and upon King Street, Queen Street and Yonge Street, in the said City, together with the use of the tracks of the said Railways as against all other vehicles whatsoever, for the term of thirty years therein mentioned, upon certain conditions, and subject to all the payments, regulations, provisions and stipulations in the above-mentioned recited resolutions, and in the said recited agreement expressed and contained. And the said agreement contains certain specific clauses, covenants and stipulations to be kept and performed on the respective parts of the said parties thereto respectively, all of which was subject to a proviso, that the said agreement and the matters therein contained should only take effect after the legislation necessary for legalizing the same shall have been obtained. And whereas, by an Act of the Legislature of this Province, passed in the 24th year of the reign of her present Majesty, entitled an "Act to Incorporate the Toronto Street Railway Company," it was therein and thereby enacted by the 18th clause thereof, "that the said recited agreement should be held to be a valid and binding agreement, and that the Corporation of Toronto had full power and authority to enter into and make such agreement upon the conditions and for the purposes therein mentioned; and the said Corporation were thereby authorised to pass any by-law or by-laws for the purpose of carrying into effect the said recited agreement."

AND WHEREAS the Corporation of the City of Toronto by a certain by-law, numbered 353, thereafter duly made and passed, thereby ratified and confirmed the above recited agreement so made with the said party hereto of the first part.

AND WHEREAS for the better carrying into effect the desires of the inhabitants of the said City, and as well the said recited agreement entered into by and between the said City and the said Alexander Easton, the party hereto of the first part, it has been mutually considered and agreed to, by, and between the Toronto Street Railway Company, the party hereto of the second part, who are authorised by the said Act of the Legislature, to construct and operate Street Railways in the said City, and the said party hereto of the first part, who is one of the principal proprietors and stockholders of the said Company, that the said party hereto of the first part, for the considerations herein mentioned, should assign to the party hereto of the second part, the said recited agreement, and all the rights, privileges, powers and franchises confirmed by the said recited agreement, or arising or accruing by, from, or by virtue of the same, subject nevertheless, to the due and strict fulfilment of all the covenants, agreements, stipulations, conditions and provisos therein contained, expressed or implied on the part and behalf of the said Alexander Easton, to be done, performed, observed, or complied with, and of all the provisions of the said by-law and other by-laws of the said City made in relation thereto.

NOW, THESE PRESENTS WITNESS, that the said party hereto of the first part, for, and in consideration of the sum of one dollar to him in hand paid by the said party hereto of the second part, and of the covenants hereinafter contained on the part

and behalf of themselves and their successors, to be kept and performed, doth hereby assign, transfer and make over unto the party hereto of the second part, and their successors, the said hereinbefore recited agreement, and all the rights, privileges, powers, franchises and authority therein contained and conferred, and all the right, property and interest of him, the said party hereto of the first part in and to the same, for and during the full term of thirty years therein mentioned and expressed; to have, enjoy, and take the same and any part thereof in as full and ample a manner in every respect as the same could be exercised and enjoyed by the party hereto of the first part.

PROVIDED ALWAYS, AND THESE PRESENTS ARE UPON THIS EXPRESS CONDITION, That the party hereto of the second part, and their successors, shall, from time to time, and at all times hereafter, strictly abide by, observe, and carry out in good faith, all the conditions, stipulations, clauses and provisos contained in the said recited agreement, and shall strictly keep and perform all and every of the covenants, agreements and conditions expressed and implied therein, and all acts, matters and things to be done, performed and kept by the party hereto of the first part, under and by virtue of the said agreement, according to the spirit, true intent and meaning of the same; and that they and their successors shall not at any time contravene any of the rules or regulations for the construction, repairing, maintaining or operating the Street Railway as therein mentioned, or the repairing or maintaining the streets over or on which the same shall pass; and that they shall at all times obey, observe and abide by all by-laws of the said City, made or to be made in reference thereto; and secondly, that they and their successors shall from time to time do and perform all acts, matters and things, which the party hereto of the first part, under and by virtue of the said resolutions, agreement and by-law, ought of right and duty to do.

And the parties hereto of the second part, for themselves and their successors, do hereby covenant, promise and agree to and with the said party hereto of the first part, his executors, administrators and assigns, in manner following, that is to say: That they and their successors shall, from time to time, and at all times hereafter during the continuance of the said term of thirty years in the said agreement mentioned, duly and faithfully perform, keep, conform to, abide by and carry out according to the true intent, spirit and meaning thereof, all and every of the covenants, agreements and conditions expressed or implied, and all acts, matters and things to be done, performed and kept by the said party hereto of the first part, under and by virtue of the said recited agreement; and that they the parties of the second part, and their successors, shall not at any time hereafter contravene any of the rules or regulations therein for the construction, repairing, maintaining or operating the said Street Railways; and that they shall at all times obey, abide by, and keep all by-laws of the said City, made or to be made, in reference thereto; and secondly, that they and their successors shall at all times do and perform all acts, matters and things, which the said party hereto of the first part, under and by virtue of the said recited resolutions, agreement and by-law or otherwise howsoever, would be in duty bound to do, for the convenience, comfort

and safe transport of all passengers using and travelling by the said Street Railways.

And the said party hereto of the second part, for themselves and their successors, further covenants and agrees to indemnify and save harmless the said party hereto of the first part, and his executors and administrators from and against all actions, suits, damages, expenses, costs and charges that he may be at any time hereafter be put to, or be liable for, or pay by reason of, or on account of any action, matter or thing that may happen or arise in any way whatsoever, or howsoever, by, through, or from the construction, maintaining, repairing, using or operating the said Street Railways, or any matter or thing arising from or by virtue of the said recited hereby assigned agreement, or any by-law or other matter whatsoever.

And the said party hereto of the first part, hereby nominates, constitutes and appoints the Secretary, for the time being, of the said Toronto Street Railway Company, the party hereto of the second part, and their successors, his true and lawful attorney, and in his place and stead to do, perform, and execute all acts, matters and things which may be deemed, or may be necessary to be done or performed in the name and on the part of the party hereto of the first part, in, for, or about the carrying into effect, or giving effect to any matter or thing relating to, or arising from the said hereby assigned agreement or this assignment thereof. In witness whereof, the said Alexander Easton, has set his hand and seal; and the said Toronto Street Railway Company has affixed its seal and verified the same by the signature of its Secretary, the day and year first above written.

Signed, sealed and delivered,
In presence of
GEORGE BOSTWICK,
ALEXANDER BLEAKLY.

ALEXANDER EASTON,

AUGUST HOFMANN,
Sec. T. S. R. Co.








CONVEYANCE IN TRUST,

**THE TORONTO STREET RAILWAY COMPANY TO
THE HON. W. CAYLEY.**

THIS INDENTURE made the tenth day of February, in the year of Our Lord One thousand eight hundred and sixty-two, between THE TORONTO STREET RAILWAY COMPANY party of the first part, and THE HONORABLE WILLIAM CAYLEY, of the City of Toronto, Trustee hereinafter named, party of the second part.

WHEREAS "The Toronto Street Railway Company" has been incorporated and organized under and by virtue of an Act of the Parliament of Canada, passed in the twenty-second year of Her Majesty's reign, entitled, An Act to incorporate "The Toronto Street Railway Company":

AND WHEREAS by the thirteen section of the said Act it is enacted that, "The Directors of the Company may from time to time raise or borrow for the purposes of the Company any sum or sums not exceeding in the whole One hundred thousand dollars by the issue of Bonds or Debentures in sums of not less than One hundred dollars, on such terms and credit as they may think proper, and may pledge or mortgage all the property, tolls and income of the Company, or any part thereof, for the repayment of the monies so raised or borrowed and the interest thereon: Provided always that the consent of three-fourths of the Stockholders of the Company shall be first had and obtained at a special meeting to be called and held for that purpose."

AND WHEREAS at a special meeting of the Stockholders duly held in the Village of Yorkville on the twelfth day of June, One thousand eight hundred and sixty-one, called for the purpose of considering the propriety of raising or borrowing such sum of money as might be deemed necessary for the purposes of the Company in constructing, completing, finishing and operating their Railway, it was resolved to borrow the sum of Fifty thousand dollars, to be repaid on the first day of January, One thousand eight hundred and eighty-seven, with interest on the same at the rate of eight per cent. per annum, the said interest to be paid half-yearly:

The said principal and interest to be secured by the Bonds of the Company, to be payable at the Bank of Upper Canada in Toronto, and the President of the Company was authorized to execute a Mortgage of all the property, tolls and income of the Company for securing payment to the holders of all Bonds issued under the said resolution, together with the interest thereon.

AND WHEREAS, as a further security for the redemption of the said Bonds, the parties of the first part have agreed to provide and invest annually towards a sinking fund five hundred dollars, to be invested and secured as hereinafter mentioned.

NOW THEREFORE THIS INDENTURE WITNESSETH that the parties of the first part, in order to secure the payment of the said Bonds and interest which said Bonds bear even date herewith, and are numbered from one to sixty inclusive, and are authenticated by a certificate endorsed thereon and signed by said William Cayley, the party hereto of the second part, and in consideration of the sum of one dollar to the party of the first part at the sealing and delivery hereof in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and conveyed, and by these presents do grant, bargain, sell, assign, transfer and convey to the party of the second part, and his heirs and assigns and successors in the trust hereby created, all the lands, Street Railway and property of the Company within the City of Toronto, Yorkville and the adjoining Municipalities, together with all the main tracks, branches or sidings of the said Street Railway made or to be made within the City of Toronto, Yorkville and the adjoining Municipalities and the line thereof, including the right of way and the land occupied thereby, and all lands and leascholds used and set apart therefor, together with the superstructure and tracks thereon, and all other lands and property, with the appurtenances belonging to or to belong to the said Railway Company, or used or to be used therewith, and all franchises, rights and privileges of the said parties of the first part, whether acquired by their charter or otherwise, in and to the same, and all the tolls, revenue and income of the Company derivable or to be derived therefrom, and all iron rails and equipments, and all cars, carriages, tools, materials, machinery, stables, horses, harness and other personal property and rolling stock of the parties of the first part now or hereafter belonging to them.

TO HAVE AND TO HOLD the said premises and every part thereof with the appurtenances unto the party of the second part, his heirs and assigns and successors in the said trusts upon the following trusts, that is to say: In case the said parties of the first part shall fail to pay the interest on any of the Bonds aforesaid at any time when the same may become due and payable according to the tenor thereof, then after forty days from such default, upon the request of the holders of not less than twenty-five thousand dollars if the whole amount shall be issued, or if a less sum, then of fifty per cent. of the amount of Bonds issued at the time of such default, the party of the second part and his successors in the trust may enter into and take possession of all or any part of the said premises, and as the attorney in fact or agent of the said parties of the first part by himself or his agent or substitute duly constituted have, use and employ the same, making from time to time all needful repairs, alterations and additions thereto, and after deducting the expense of such use, alterations, repairs and additions, and of the expenses of working the said railway, to apply the balance of the receipts thereof to the payment of the interest and sinking fund on all the Bonds secured by this Mortgage remaining due and unpaid.

Provided always that if any accident shall happen while the said Railway or any of the property hereby conveyed is in the occupation of the party of the second part, either under the foregoing or any subsequent provisions herein contained whereby the parties of the first part may be rendered liable to any person or per-

sons for damages sustained, the said party of the second part and his successors in the trust shall not be liable or responsible for the same, but the same shall be borne and paid by the parties of the first part, and in case any of the property hereby conveyed shall from any cause be destroyed or injured while in possession of the parties of the second part, the said party of the second part shall not in any way be responsible for the same.

AND the parties of the first part covenant to indemnify and see harmless the party of the second part and his successors in the trusts hereby created from all costs, damages and expenses to which he may be liable for or by reason of his taking possession of the said Railway and of the property hereby conveyed and the said Railway, unless such costs, damages and expenses shall be occasioned by the wilful default of the party of the second part himself and not by any servant, officer or agent employed by him in the necessary working of the said Railway.

AND it is hereby agreed that in the event of the party of the second part taking possession of the said Railway and other property hereby conveyed it shall and may be lawful for him to use the name of the Company in all matters connected or arising from the working of the said Railway, and to appoint or remove all servants and officers connected with the working of the said Railway, and in the place or stead of those removed to appoint others.

AND it is hereby agreed between the parties to these presents that in case default shall happen to be made in the payment of the principal money of the said Bonds or of any of them when they shall become due and payable, of which default the production of the Bonds or any of them shall be sufficient evidence, and sixty days shall have elapsed from the time of such default without payment by the Company in the meantime, it shall be lawful for the party of the second part and his successors in the said trust, on the written request of the holders of at least one-fourth of the Bonds then unpaid, and on being satisfied that payment thereof had been demanded, without any further consent or concurrence of the said Company, when and he shall think fit peaceably and quietly to enter into and upon and to take possession of all and every the said premises and to receive and to take the rents, issue and profits thereof. And after such entry to cause the said Railway, lands, stock, plant, chattels, property and franchises to be sold at public auction in the said City of Toronto, giving at least forty days notice of the time, place and terms of such sale by publishing the same in two newspapers published in the said City, with liberty if said party or his successors in the trust shall see fit to buy in the said premises or any part thereof at any such auction without being answerable for any loss or diminution in price by resale in the same manner and with full power and lawful and absolute authority to execute to the purchaser or purchasers thereof a good and sufficient deed of conveyance and transfer for, the same, and which shall be a bar against the parties of the first part, their successors and assigns, and all persons claiming under them, of all right, interest or claim in or to said premises or any part thereof, and the purchaser or purchasers shall not be bound to see to or be answerable for the application or non-application of the purchase money or any

part thereof, but payment thereof to the trustee for the time being shall be a complete discharge.

AND the said trustee shall, after deducting from proceeds of said sale the costs and expenses thereof and of managing such property and such disbursements as they shall properly have made, apply so much of the proceeds as may be necessary to the payment of the said principal and interest due and unpaid on said Bonds and shall pay over the residue thereof to the parties of the first part.

AND the parties of the first part agree that they will, on the application of the trustee for the time being, make and execute any further or other conveyance of the property and franchises so sold to the purchaser or purchasers thereof: BUT it is expressly declared that the refusal of the parties of the first part to make or execute such further or other conveyance of the said property and franchises shall not in any way make void or impair the deed of conveyance herein mentioned to be executed by the trustee.

AND the said parties of the first part hereby covenant to execute and deliver at the reasonable request of the party of the second part or his successors in the said trust, any further reasonable or necessary conveyance of the premises or property hereby conveyed or intended so to be or any part thereof to the said party of the second part or his successors in the trust, his heirs or assigns, for more fully carrying into effect the objects hereof and securing the due payment of the said Bonds and interest, and particularly for the conveyance of any property or franchises the title to which shall subsequently to the date hereof be acquired by the parties of the first part and comprehended in the descriptions contained in the premises and if deemed necessary to join in any application to Parliament for the carrying into effect the intention and object of these presents.

AND it is hereby mutually agreed and these presents are upon the express condition that on payment of the interest and principal of the said Bonds the estate hereby granted to the said party of the second part shall be void and the right to the premises hereby conveyed shall revert to and revest in the said parties of the first part in law and in fact without acknowledgment, satisfaction, reconveyance, reentry or other act.

AND it is further mutually agreed that the party of the second part and his successor in this trust and his assigns shall be entitled to receive a proper and reasonable compensation for every labour or service performed by them in discharge of their trust in and about the sinking fund, and in case they shall be compelled to take possession of said premises or to manage the same or to enforce the payment of the said Bonds or any of them and shall and may for that purpose appropriate to themselves any monies sufficient therefor which may come into their hands.

AND IT IS FURTHER mutually agreed that in case of the death, incapacity or resignation of the said party of the second part all his estate, right, interest, power and control shall be divested, cease and determine, and the same shall from thenceforth for the purposes aforesaid be vested in and all and singular the trusts and duties hereinbefore enumerated shall devolve upon such persons

as the parties of the first part shall, with the assent of a majority in value of the holders of said Bonds, nominate and appoint, provided such assent shall be signified within sixty days after the same shall have been called for by a notice therefor inserted by the parties of the first part in some newspaper published in the City of Toronto.

AND in default of any application being made by a majority in value of the holders of such Bonds for the appointment of any particular person, the Directors of the said Company shall appoint such person to be the new trustee as to them may seem expedient to supply the place of the said trustee so dying, resigning or becoming incapacitated as aforesaid, and thereupon such new trustee shall become vested for the purpose aforesaid with all the rights and interests hereby conveyed to or vested in the party of the second part without any further assurance or conveyance of the same, but if the same shall be necessary both or either of the parties hereto shall execute any necessary releases or conveyances for that purpose.

IT IS ALSO FURTHER AGREED that the party of the second part shall and may be released from the trusts hereby created upon giving sixty days notice in writing of his desire to be released from the said trusts, and that from and after the expiration of sixty days from the giving such notice the person giving the same shall cease to be a trustee or to have any estate or interest in the premises save only for the purpose of executing a conveyance if necessary to any new trustee, and the provisions herein contained shall apply and be in force as regards any new trustee who may from time to time hereafter be appointed in the place or stead of the party of the second part.

AND the parties of the first part further covenant with the party of the second part and his successors in the said trust that the said Company shall and will pay or cause to be paid to the holder or holders thereof all and any of the said Bonds when they shall respectively fall due and the interest thereon half-yearly at the place therein mentioned and in manner and form as therein expressed.

AND it is further agreed that each of the said Bonds, after having been signed by the President and Secretary of the said Company, shall be authenticated by the signature of the said William Cayley as aforesaid, and such Bonds signed and authenticated as aforesaid to the amount of Fifty thousand dollars, and none other shall be deemed to be secured by virtue of these presents.

AND the parties of the first part further covenant with the party of the second part and his successors in the said trust that the said Company shall and will out of the income and earnings of the said Company, after payment of the interest that may become due upon the said Bonds, set apart and pay over to the said party of the second part and his successors in the trust annually on or before the first day of February, One thousand eight hundred and sixty-three, and in each year thereafter until the year One thousand eight hundred and eighty seven, the sum of five hundred dollars, which said sum of five hundred dollars annually as well as the interest accruing from such annual investments shall be invested by the party of the second part and his successor in the trust in the joint names of such trustee

