

DEEDS, &c.,
RELATING TO THE ESPLANADE,
AND ALSO TO
THE PROPERTY OF THE
GRAND TRUNK RAILWAY
COMPANY OF CANADA,
WEST OF YORK STREET, IN THE
CITY OF TORONTO.

BELLEVILLE :
PRINTED AT THE INTELLIGENCER OFFICE, BELLEVILLE, ONTARIO.

1880.

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AGREEMENT
BETWEEN THE CITY OF TORONTO
AND THE
GRAND TRUNK RAILWAY COMPANY OF
CANADA.

DATED 21ST JANUARY, 1856.

THIS agreement, made the 21st day of January, in the year of our Lord 1856, between the Mayor, Aldermen and Commonalty of the City of Toronto, of the first part, and the Grand Trunk Railway Company of Canada, of the second part.

WHEREAS, by certain articles of agreement, bearing date the 4th day of January, in the year of our Lord one thousand eight hundred and fifty-four, the party hereto of the first part contracted with Casimir S. Gzowski, D. L. Macpherson, L. H. Holton, and A. T. Galt, for the construction of an Esplanade along the front of the City of Toronto, upon the terms and conditions in the said articles of agreement mentioned; and whereas the said C. S. Gzowski, D. L. Macpherson, L. H. Holton, and A. T. Galt, commenced operations under the said contract, and have performed part of the work therein contracted to be performed, and have certain claims and demands against the said party hereto of the first part, under the said contract:

AND whereas the said party hereto of the first part has declared the said contract at an end; and whereas the said party hereto of the second part have agreed to assume the settlement of all claims and demands by the said Casimir S. Gzowski, D. L. Macpherson, L. H. Holton, and Alexander T. Galt, against the said party hereto of the first part, and to relieve and indemnify the said party hereto of the first part from all the said claims and demands:

And whereas, under the provisions of an Act of the Legislature of this Province, entitled "An Act to authorize the Grand Trunk Railway Company of Canada to change the location of their line in and near the City of Toronto," the said party hereto of the first part are authorized and empowered to contract with the party hereto of the second part for the construction of the said Esplanade, or of any portion thereof. And whereas the said party hereto of the first part are desirous of contracting with the said party hereto of the second part, for the construction of the works hereinafter mentioned.

NOW these presents witness, that the party hereto of the first part, for themselves and their successors, and the party hereto of the second part, for themselves and their successors, mutually covenant, promise and agree the one to and with the other as follows:—

First.—The party of the second part agree to assume the settlement of all claims existing between C. S. Gzowski, D. L. Macpherson, L. H. Holton, and A. T. Galt, and the party hereto of the first part, and to indemnify and relieve the said party of the first part of and from the same.

Second.—The parties hereto agree forthwith to submit the said claims, as matters in dispute between them, to the award, final end, and determination of A. M. Ross and T. C. Keefer, Esqrs., and of a third arbitrator, to be chosen by the persons so named before proceeding with the said arbitration, and the parties hereto mutually covenant the one with the other, for themselves and their successors, that they will well and truly stand to, abide by, perform, fulfil and keep any award which may be made by the arbitrators so named and chosen or by a majority of them. Provided that such award be made in writing, ready to be delivered to the said parties, on or before the first day of March next, the said arbitrators, or a majority of them, to have the power to enlarge the time for making their award by writing, under their hand, and to examine all persons and witnesses upon oath. Provided always, and it is hereby agreed, that the said party of the first part shall be at liberty, before the said arbitrators, to dispute the quantity and prices of work, and materials charged for, by the said C. S. Gzowski, D. L. Macpherson, L. H. Holton, and A. T. Galt, and each and every other claim made by them in like manner, as if such arbitration had been made between the said C. S. Gzowski and his said partners and the party of the first part.

Third.—The party of the first part agree to pay the amount of any award which may be made by the said arbitrators, or a majority of them, by virtue of the above reference, in favor of the

party of the second part, for and on account of the claims of the said Gzowski and partners, against the said City, hereinbefore agreed to be assumed and settled by the said party of the second part, in Debentures of the party of the first part, payable in twenty years, with interest thereon, at the rate of six per cent. per annum, payable semi-annually, the said Debentures and interest to be payable in sterling money, in the City of London, England, at such banking-house as the party of the second part may name, the said sterling money to be at the rate of 24s. 4d. currency for each pound sterling, or in cash, at the option of the party of the first part. Provided always, that if the party of the first part elect to pay the amount of such award in Debentures, payable as aforesaid, then the rate of premium or discount at which the said party of the second part shall be bound to receive the same shall be fixed by T. G. Ridout, Esq., Cashier of the Bank of Upper Canada, and the parties hereto mutually agree to pay and receive the amount of such award in the Debentures, at such rate as the said T. G. Ridout shall so fix. But if the said party of the first part elect to pay the amount of such award in cash, then the said party of the first part shall be allowed a credit of twelve months from the date of such award to pay the same, the amount so awarded to bear interest, at the rate of six per cent. from the date of such award.

The said party of the first part also agree that they will make the Debentures so to be issued, payable in such sums as the party of the second part may require. Provided, that they shall not be required to issue Debentures for a smaller sum than £100 each. It is also agreed, that the said party of the first part shall declare their option, and deliver the Debentures on certificate hereinafter mentioned to the party of the second part, within one calendar month from the making of the said award; and that if the party of the first part do not within the said term of one calendar month elect to pay the said award in Debentures, and notify such their election to the parties of the second part, within the said term of one calendar month, then it is understood and agreed between the parties, that the party of the first part shall be held and taken to have elected to pay in cash, in manner and on the terms before mentioned.

Fourth.—The party of the second part covenant as aforesaid forthwith to proceed with the construction of a Railway Track or Way forty feet in width, with all necessary slopes in cuttings, in the proportion of one-and-a-half horizontal to one perpendicular, along the front of the City of Toronto, on the line and in the direction marked, on the plan hereto attached, and which shall be taken to be part of the contract.

Fifth.—The party of the first part covenant as aforesaid, that in consideration of the sum of £10,000 of lawful money of Canada, to be paid to the party of the first part by the party of the second part they shall and will guarantee the exclusive right of way for the said forty feet track, along the said line, from Brock Street to Parliament Street, as shewn on the said plan, to the said party of the second part and their assigns, and shall and will indemnify and save harmless the party of the second part and their successors, of, from, and against all claims and demands whatsoever, of or by all person or persons whomsoever, for or by reason of the construction of the said forty feet tract, and the said slopes, and shall and will pay and discharge all claims for land, damages, and all costs and expenses of any arbitration or other legal proceedings which may be necessary, or may be incurred in consequence of the construction of the said tract of forty feet and slopes. It being expressly declared and agreed between the parties hereto, that the party of the second part shall not for or by reason of the construction of the said Railway Track or Slope, be subjected to the payment of a larger sum than £10,000, for any cause whatsoever.

Sixth.—Provided always, that the said party of the second part shall not obstruct the approaches to the wharves in front of the City unnecessarily, in the construction of the said forty feet tract; and also that the said party of the second part shall, during the continuance of the said work, at their own expense, keep up at least two lights at night at such approaches to any of the public wharves in front of the said City, where any such work is at the time being proceeded with, and such temporary approaches thereto as may be necessary during the progress of the work.

Seventh.—The said railway track of forty feet in width, with the said slopes, to be constructed by the party of the second part, in such manner as may be considered necessary by the Engineer appointed by them to superintend the construction of the same. Provided always, that no alteration in the line so marked on the plan hereto annexed shall be made without the consent of the party of the first part, and that the proportion of one-and-a-half be observed.

Eighth.—The party of the second part covenant as aforesaid, that in the construction of the said railway track they shall not and will not obstruct the escape of the present public Sewerage of the City.

Ninth.—The party of the first part covenant as aforesaid, that they shall and will pay to the party of the second part, for the construction of the said railway track and slopes, as fol-

lows, the price and quantities of all works and materials to be fixed by the arbitrators hereinbefore named, within one month from the date of this agreement.

And the parties hereto mutually covenant the one with the other for themselves and their successors, that they will well and truly stand to, abide by, perform, fulfil and keep any award which may be made by the arbitrators so named and chosen, or by a majority of them, or by such arbitrators as may be hereafter named and chosen, as hereinafter provided, so that their award may be made in writing, under the hands of the said arbitrators or of a majority of them.

Tenth.—That the party of the first part covenant as aforesaid that they shall and will monthly give to the party of the second part a certificate, under the seal of the party of the first part, of the amount payable, at the rates to be fixed by the said arbitrators as aforesaid, for the work done and materials furnished by the party of the second part, such monthly certificates to be given upon the certificate of the Engineer in charge of the work.

Eleventh.—The party of the first part agree to pay for all work done and materials furnished in the construction of the said railway track in debentures of the party of the first part, payable in twenty years, with interest thereon, at the rate of six per cent. per annum, payable semi-annually; the said debentures and interest to be payable in sterling money, in the City of London, England, at such banking-house as the party of the second part may name: the said sterling money to be at the rate of 24s. 4d. currency for each pound sterling, or in cash, at the option of the party of the first part. Provided always, the said party of the first part shall, within one month from the date of this agreement, declare their option as to whether they will pay in debentures or in cash, and that no alteration shall afterwards be made in the mode of payment.

Twelfth.—If the party of the first part elect to pay for the said work, materials, and other claims, in debentures, payable as aforesaid, then the rate of premium or discount at which the party of the second part shall be bound to receive the same shall be fixed by Thomas G. Ridout, Esq., Cashier of the Bank of Upper Canada, and the parties hereto mutually agree to deliver and receive the said debentures at such rate as the said T. G. Ridout shall so fix. But if the said party of the first part elect to pay in cash, then the said party of the first part shall be allowed a credit of twelve months from the date of such monthly certificate, to pay such certificate, the said amount to bear interest at the rate of six per cent. The said party of the first part also agree that they

will make the debentures so to be issued for the said work payable in such sums as the party of the second part may require. Provided that they shall not be required to issue any debenture for a smaller sum than £100.

Thirteenth.—The party of the first part further covenant, as aforesaid, that they shall and will furnish to the party of the second part, such earth as the party of the second part may require for the construction of the said track of forty feet and slopes as aforesaid, and which it may be in the power of the party of the first part to grant, at and for the price of threepence for each cubic yard, and the party of the second part covenant as aforesaid, that they will well and truly pay to the party of the first part the price of threepence per cubic yard for each yard of earth so furnished, or shall and will allow the same as a payment on account of the work done under this contract.

Fourteenth.—The party of the second part further covenant as aforesaid, that they shall and will well and truly pay to the said party of the first part the said sum of £10,000, upon the said party of the first part assuring to the said party of the second part and their assigns the exclusive right of way over, upon, and along the said railway track of 40 feet.

Fifteenth.—The party of the second part further covenant as aforesaid, that they will by all means in their power assist the party of the first part in obtaining a Patent from the Crown of all lands and land covered with water, which the party of the first part now hold or claim or claimed title to, under the license of occupation granted to the party of the first part, on the 29th day of March, 1853, so soon as these presents are executed.

Sixteenth.—It is also agreed between the parties hereto, that as well the party of the first part and their assigns, as also all owners of lands or land covered with water immediately to the south of and abutting upon the southerly side of the said forty feet track, or entitled to the slope immediately to the north of the said track west of Bay Street in the said City of Toronto, and their assigns shall have the right to build over the said track, provided that all erections be done upon and according to such plan as shall be approved of by the Board of Railway Commissioners. And provided also that such erections do not interfere with the lightening, ventilating and other, the full and free use of the track by the said party of the second part.

Seventeenth.—And whereas, doubts have been entertained as to the liability of the party of the second part, to make and erect bridges and crossings over and upon the said tracks, for and

by reason of the occupying and using the same by the party of the second part as a Railroad Track. It is hereby expressly declared and agreed, that the party of the first part shall not require the said party of the second part, to build, find, or procure any Bridges, Ramps, Crossings, or any other approaches whatever, over, along, or to the said Railway Track ; but shall provide all such, if and whenever required, at their own expense ; it being the intention of the parties to these presents, that the party of the first part, for and in consideration of the said sum of £10,000, so to be paid as aforesaid, do guarantee and indemnify the party of the second part of, from, and against all claims and demands whatever, for or by reason of the Railway of the party of the second part being placed on said track of 40 feet.

Eighteenth.—The party of the second part do further agree, that they shall and will assist the party of the first part, in so far as may be necessary in contracting for, or constructing the Esplanade along the front of the City of Toronto, under the second section of the Act passed in the 18th year of Her Majesty's reign, Chap. 175 ; and fixing upon and determining the plan and site of the said Esplanade, and in taking any other benefit under the said act for the purpose of conferring upon the party of the first part the powers mentioned in the said act concerning the said Esplanade, if the party of the first part shall deem it advisable to require such assistance ; the party of the first part agreeing to pay all costs and expenses thereby incurred. And the party of the first part agree that they shall not let to, contract, nor construct the Esplanade, or general earth filling until after the party of the second part shall have completed the said Railway Track and Slopes. Provided always that the party of the second part shall use all reasonable expedition to finish the said Railway Track during the present year. It is also mutually agreed that the party of the first part shall not interfere unreasonably with the party of the second part, nor shall the party of the second part interfere unreasonably with the party of the first part, either in the formation of the Railway Track, or after the construction and occupation of the said Track by the said party of the second part, or in the construction of the said Esplanade ; but each shall and will afford all proper facilities to the other.

Nineteenth.—It is agreed that on any reference to arbitration under any of the provisions of this agreement, all maps, plans, surveys and documents made by C. S. Gzowski & Co., or the party of the second part shall be produced before and submitted to the arbitrators, who may act in any of the above matters, and the same shall be open to and may be used and referred to by the parties hereto, for the purposes of such arbitration. It is also agreed

that if the said Alexander McKenzie Ross shall be unable or refuse to act as an arbitrator, then the party of the second part shall have the right to nominate another person in the place of the said Alexander McKenzie Ross ; and if the said Thomas C. Keefer shall be unable or refuse to act as an arbitrator, then the party of the first part shall have the right to nominate another person in the place of the said Thomas C. Keefer.

Twentieth.—It is agreed that the submission herein contained, and any award made thereunder, may on the application of either party, be made a rule of one of the Superior Courts of Common Law for Upper Canada.

Twenty-first.—Lastly, it is agreed, that in the event of any application to the Legislature being considered necessary or expedient by either of the parties hereto, for the purpose of confirming or sanctioning any stipulation or agreement herein contained, the parties hereto shall and will, and hereby do consent to such application being made ; and further, that if the party of the first part shall deem it expedient to apply to the Legislature for any purpose whatever connected with the construction of the Railway Track or of the Esplanade, or the general earth filling, or the laying out, or planning, or alteration of the same, the party of the second part shall and will assist the party of the first part by all reasonable means in such application, and in procuring whatever legislation may be required on the subject.

And whereas the track of the Ontario, Simcoe and Huron Railroad Company passes upon that part of Front Street aforesaid, which will be required for the slope in the construction of the said track of the party of the second part, and it is necessary that some provision should be made in reference thereto :

Now these presents witness, that it is mutually agreed between the said parties of the first and second parts, that if the said party of the first part shall at any time within one calendar month from the execution of these presents desire to make any deviation from the location of the said track of the party of the second part, as laid down upon the said plan, so as to prevent interference with the said track of the Ontario, Simcoe and Huron Railroad Company, then that the said party of the second part, on notice thereof within the period aforesaid, shall proceed to execute their said track upon that part thereof lying between Brock and Bay Streets, on such part of the frontage of the said city as shall not be further south than twenty-six feet from the southern line of the said forty-feet, as laid down on the said plan ; and all the covenants, agreements, and provisions herein contained and applicable to the said forty-feet track, as laid down on the said plan, shall be

applicable to the said substituted track as fully and effectually to all intents and purposes as if such substituted track had been the track originally laid out on the said plan, and had been specially referred to in all the provisions of these presents.

AS witness the hands and seals of the said parties, the day and year first above written.

(Signed) G. W. ALLAN,
Mayor

[L. S.] (Signed) JOHN ROSS,
President Grand Trunk Railway
Company of Canada.

(Signed) A. T. McCORD,
Chamberlain.

Signed, sealed and delivered in
presence of

(Signed) C. GAMBLE.

(Signed) W. SHANLY.

TORONTO, 21st January, 1856.

SIR,—

At your request I hereby consent and agree that the track of the Northern Railway, along the south side of Front street, between Bay and Brock streets, shall continue to be left where it is until the 15th day of June now next ensuing ; and further, that we will construct our forty feet track for the City, and accept it under an agreement with the City (if notice be given by the Corporation within one month from this date desiring us to do so), along the outside line of the proposed Esplanade, as shown and pointed out by Mr. Shanly in pencil, on the plan which we have signed ; and further, where the said forty feet track touches the old line of Esplanade, the line to be carried along the south side thereof, subject to all the conditions, coven-

ants and provisoes contained in the agreement this day executed between the City and ourselves, if the City desire such change within one month from date.

(Signed) JOHN ROSS,
Pres. G. T. R. Company.

To G. W. ALLAN, Esq.
Mayor of Toronto.

P. S.—The covenant in our agreement with respect to the patent for the property embraced in the license of occupation of 29th March, 1853, I shall endeavor to get carried out as speedily as possible. Mr. Wilson requested Mr. Attorney-General Macdonald, in my presence, to get it ready as speedily as possible, and I have no doubt that this is being done according to the terms read over by you in presence of Mr. Macdonald and Mr. Cayley, when we met to agree upon the terms embraced in our present contract.

(Signed) JOHN ROSS.

Council Chamber, Toronto, Feb. 11th, 1856.

RESOLVED,—That the Solicitor of the Corporation be instructed to give notice to the Grand Trunk Railway Company of Canada, pursuant to the agreement of the 21st January last, that they are required to remove their forty feet track from the foot of the slope, so much farther south as will prevent interference with the track of the Ontario, Simcoe and Huron Railroad Company.

Communicated by the City Solicitor to

The Hon. John Ross, President G. T. R. Co. of Canada.

February 19th, 1856.

**Copy of Report of Standing Committee on Wharves,
Harbors, &c.**

To the Worshipful the Mayor, Aldermen and Commonalty
of the City of Toronto, in Common Council assembled.

The Standing Committee on Wharves and Harbors beg leave
to bring up the first report.

That inasmuch as the arbitrators appointed between the City
and the Grand Trunk Company, under the contract entered into
between them, under the date of the 21st January last, have been
as yet unable to meet to enter upon such arbitration. And
whereas, it may be doubtful whether the time for such arbitration
may not expire before any meeting of such arbitrators.

The Committee hereby recommend to the Council to adopt
a resolution, agreeing to enlarge the time for making any award
to be made, under the said contract, for the period of two months
from the date.

All of which is respectfully submitted,

(Signed) GEORGE A. PHILLPOTTS.

Chairman.

Adopted in Council 21st February, ¹⁸⁵⁶~~1856~~, and communi-
cated same day by the Clerk of the Council to the Hon. John Ross,
President of the Grand Trunk Railway Company.

Toronto, February 28th, 1856.

SIR,—

I have the honor, by direction of the Directors of the Grand Trunk Railway Company, to inform you that at their meeting this day they resolved to agree to an enlargement of the time for a period of two months from 21st February inst., for making the award under the recently executed Contract between this Company and the Toronto Corporation, or the subject of the Esplanade, and that the President of the Company is duly authorized to take the necessary steps to give legal effect to such enlargement on behalf of the Company.

(Signed) JOHN M. GRANT,

To His Honor,

Assistant Secretary.

The Mayor of Toronto

Award. Dated April 21st, 1856.

TO all to whom these presents shall come. We, Alexander McKenzie Ross, of the City of Montreal, Esquire, and James Cobby Street, Esquire, send greeting.

WHEREAS by a certain agreement bearing date the twenty-first day of January, in the year of our Lord one thousand eight hundred and fifty-six, between the Mayor, Aldermen, and Commonalty of the City of Toronto of the first part, and the Grand Trunk Railway Company of Canada of the second part, it was among other things witnessed that the said parties thereto did mutually covenant, promise and agree the one to and with the other that they the party of the second part would forthwith proceed with the construction of a railway track or way forty feet in width, with all necessary slopes in cuttings in the proportion of one and a half horizontal to one perpendicular along the front of the City of Toronto, on the line and in the direction marked on the plan attached to said agreement, which it was agreed should be part of the said agreement.

AND whereas by the said agreement the parties thereto did agree to submit certain matters in dispute between them to the award, final end, and determination, of Alexander McKenzie Ross and Thomas C. Keefer, Esquires, and of a third arbitrator to be chosen by the persons so named before proceeding with the said arbitration, the said parties hereto of the first part did covenant and agree that they should and would pay to the party of the second part for the construction of the said railway track and slopes as follows: The prices and quantities of all works and materials to be fixed by the arbitrators hereinbefore named, within one month from the date of the said agreement, meaning thereby of the said Alexander McKenzie Ross and Thomas C. Keefer and of the said arbitrator to be chosen by the persons so named before proceeding with the said arbitration.

AND the said parties did mutually covenant one with the other for themselves and their successors that they would well and truly stand to, abide by, perform, fulfil, and keep any award which might be made by the arbitrators so named and chosen or by a majority of them, or by such arbitrators as might be there-

after named and chosen as in the said articles of agreement is provided, so that the award be made in writing under the hands of the said arbitrators or a majority of them.

AND whereas before proceeding with the said award, the said Alexander McKenzie Ross and Thomas C. Keefer chose the said James Cobby Street as the third arbitrator.

AND whereas the said the Mayor, Aldermen and Commonalty of the City of Toronto, and the said the Grand Trunk Railway Company of Canada under their respective corporate seals duly enlarged the time limited in the said agreement for the arbitrators to make their award of the prices and quantities of all works and materials until the twenty-first day of April, instant.

NOW know ye that we the said Alexander McKenzie Ross and James Cobby Street being a majority of the said arbitrators having taken upon ourselves the burthen of the said reference and having weighed and considered the matters and things thereby referred to us do award and find :

THAT in the said Railway Track of forty feet wide the necessary slopes on the line in front of the said City of Toronto according to the plan attached to said agreement there will be required the quantity of two hundred and forty-six thousand cubic yards of earth-work measured in excavation. There will be required for passages for escape of the sewerage of the City through the said Railway Track, thirty thousand cubic feet of timber, and a brick drain near the Parliament Buildings will in our opinion also be required, and as in our opinion other brick culverts will be necessary for conveying the drainage of the City across the Railway, we do award that the sum of one pound and fifteen shillings per cubic yard shall be paid for the brick work in the same, including the necessary excavations, and we do award and find that the sum of two shillings currency per cubic yard measured in excavation be paid for all earth-work lying to the westward of the east side of Beard's Wharf as shewn on the said plan which we estimate at one hundred and sixty thousand cubic yards, and the sum of two shillings and three pence currency per cubic yard be paid for all earth-work lying to the eastward of Beard's Wharf as shewn on said plan which we estimate at eighty-six thousand cubic yards.

AND we do award that the sum of one shilling and six pence per cubic foot be paid for the timber required for the passages for escape of the sewerage of the City through the said Railway Track.

AND we do award that the sum of one hundred pounds be paid for the said brick drain near the Parliament Buildings.

AND we do assess our charges as Arbitrators and for preparing this our award at the sum of one hundred and five pounds which we do direct to be divided equally between the said Mayor, Aldermen and Commonalty of the City of Toronto, and the said the Grand Trunk Railway Company.

IN WITNESS whereof we have hereunto set our hands this twenty-first day of April one thousand eight hundred and fifty-six.

Signed, published and }
delivered in presence of }

WILLIAM KINGSFORD.

ALEXANDER M. ROSS.

JAMES C. STREET.

Agreement. Dated August 30th, 1856.

THIS indenture made the thirtieth day of August, in the year of our Lord one thousand eight hundred and fifty-six, between the Mayor, Aldermen and Commonalty of the City of Toronto of the first part, and the Grand Trunk Railway Company of Canada of the second part.

WHEREAS by certain articles of agreement bearing date the twenty-first day of January in the year of our Lord one thousand eight hundred and fifty-six, and made between the said parties hereto of the first and second parts, after reciting a certain contract made between the said parties hereto of the first part, and certain parties doing business together under the firm of "C. S. Gzowski & Co.," for the construction of an Esplanade in front of the City of Toronto, according to a certain plan or specification to the said contract annexed, and that the said parties hereto of the first part, had declared said contract at an end, it was agreed among other things that the claims of the said C. S. Gzowski & Co. should be treated as claims by and on behalf of the said parties hereto of the second part, and shall be referred to arbitration as in the said agreement is mentioned and set forth.

AND whereas the arbitrators therein mentioned made their award of and concerning the matters thereby referred to them, which award is to be and remain in full force and virtue, notwithstanding the execution of these presents.

AND whereas in a certain other portion of the said agreement, it was provided that the said parties hereto of the second part should construct a railway track or way forty feet in width along the front of the said City of Toronto, according to a plan and specification thereto annexed, and upon certain terms therein set forth, and that the said parties hereto of the first part for the consideration therein mentioned should guarantee to the said parties of the second part the exclusive right of way for the said forty feet track according to the line upon the said last mentioned plan laid down.

AND whereas since the execution of the said last mentioned agreement, it has been discovered that an error was made in locating the said Railway Track of forty feet and that the said parties of the first part had not the power to authorize any such location of the said forty feet track, and it has been agreed between them to cancel the said agreement of the twenty-first of January one thousand eight hundred and fifty-six, so far as relates to the construction of the said forty feet track and the guarantee of the right of way thereon, and to substitute these presents therefor.

NOW this indenture witnesseth that the said parties of the second part do hereby for themselves and their successors, 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 for and in consideration of the sum of seventy thousand pounds of lawful money of Canada to be paid to them as hereinafter set forth, they, the said parties of the second part shall and will forthwith commence and proceed with the construction of the Esplanade in front of the City of Toronto upon the line originally designed and laid down upon certain letters patent of grant to the said City of Toronto of the Water Lots in front thereof, between Berkeley Street and Simcoe Street in the said City of Toronto, bearing date the twenty-first day of January, in the year of our Lord one thousand eight hundred and forty, and which line is marked out and designated on the plan hereunto annexed, which plan is to be taken as part of this contract, and from Simcoe Street to Brock Street on the line laid down in the said plan hereto annexed and according to the specification hereto also annexed, so soon as the said parties of the first part shall give possession of the land necessary for the construction thereof to the said parties of the second part, and also shall grade, level, and make the sixteen streets leading thereto and thereon according to the said plan and specification, and build and construct the four sewers in the said specification also mentioned according to the said plan and specification, and that the whole of the said works, Esplanade, streets, and sewers shall be fully completed in every respect, according to the said plans and specifications on or before the first day of December, in the year of our Lord one thousand eight hundred and fifty-seven.

Second. That in the construction of the said Esplanade and other works hereinbefore mentioned, they, the said parties of the second part, shall and will find and provide all materials necessary for the construction thereof, and that all such materials shall be of the best kind of their various sorts, and that the whole of

the works hereby contracted for shall be completely finished within the time above limited in a good workmanlike and substantial manner, to the entire satisfaction of the Chief Engineer of the said parties of the first part for the time being.

Third. That during the construction of the said works they, the said parties of the second part shall not nor will unnecessarily obstruct or interfere with or suffer or permit to be obstructed or interfered with, the approaches from the said City of Toronto to the wharves and piers in front thereof, and shall and will maintain and keep when required such temporary approaches thereto, as the said Chief Engineer may deem requisite for public safety, with at least two lights burning at night to each approach, and shall and will until the said four sewers are completed and fit for use, make proper provision for the escape of stagnant water and the sewerage of the City of Toronto.

Fourth. And also that they the said parties of the second part shall and will when the earth shall have been excavated by them under this agreement to the southern limit of Front Street as laid out on the said plan, finish the same with a slope of one foot and a half horizontal to one foot perpendicular.

Fifth. That all the work done and performed by the said parties of the second part under this agreement, shall and will continue and remain durable and in good order and condition for the space of one year from the completion of the same by the said parties of the second part, and the acceptance of the same by the said parties of the first part, which acceptance shall take place whenever the said works are finished to the satisfaction of the Chief Engineer of the said parties of the first part for the time being, and that if it should happen that the said Esplanade and other works should not be constructed and completed as aforesaid through or by means of any neglect or default of the said parties of the second part or of their workmen or servants in the performance of the work so contracted to be done, executed and performed as hereinbefore mentioned, then that the said parties of the second part and their successors, will and shall forfeit and pay unto the said parties of the first part, their successors and assigns, the sum of one thousand pounds lawful money of Canada for each and every calendar month which shall be taken up in finishing or completing the said Esplanade and other works according to the said plan and specification after the said first day of December in the year of our Lord one thousand eight hundred and fifty-seven, such forfeitures to be retained and deducted out of so much of the said sum of seventy thousand pounds as for the time being shall remain unpaid.

Sixth. That they the said parties of the second part, shall and will well and truly pay or cause to be paid to the said parties of the first part the sum of ten thousand pounds of lawful money aforesaid for a right of way of forty feet in width over, upon, and along the southern or front line of the said Esplanade as laid down on the said plan, and which said track shall be used exclusively for Railway purposes, and which said sum shall be paid to the ~~said parties of the first part~~ upon the completion of the said Esplanade according to the terms of this contract and the guaranty of the said right of way to the said parties of the second part. Provided always, that before the said work or any part thereof shall be commenced or proceeded with, a schedule of prices by which the monthly estimates hereinafter mentioned shall be governed shall be agreed upon between the Engineers of the parties hereto of the first and second parts, which said schedule shall be based upon the quantities of work to be performed, and the said price or sum of seventy thousand pounds, it being expressly agreed and understood that such schedule and estimates thereon based are only for the purpose of guiding the Engineer in forming the monthly estimates and are not to be held or taken in any respect to alter or vary the contract.

Seventh. And the said parties of the first part do hereby covenant, promise and agree to and with the said parties of the second part, that they the said parties of the first part shall and will upon the execution of these presents forthwith give possession of the land upon which the said Esplanade is to be built, according to the said plan, to the said parties of the second part and upon payment of the said sum of ten thousand pounds as aforesaid, they the said parties of the first part shall and will guaranty to the said parties of the second part the exclusive right of way of the same width from Brock Street westward over, upon and across the Station ground of the Ontario, Simcoe and Huron Railroad Union Company to the Queen's Wharf on the line laid down on the plan hereto annexed free of charge to the said parties of the second part except the expense of preparing the same for a Railway Track, which is to be at the expense, cost and charges of the said party of the second part, and also that they the said parties of the first part shall and will hold harmless and indemnified the said parties of the second part of, from and against all claims and demands whatsoever of all persons whomsoever for or by reason or arising out of the construction of the said Esplanade, or of the works hereby contracted to be performed under this agreement. It being expressly declared and agreed by and between the parties hereto, that the said parties of the second part shall not for any reason whatsoever be subjected to the payment of a larger sum than ten thousand pounds for or on ac-

count of the said right of way along the line of the said Esplanade.

Eighth. And also that they the said parties of the first part shall and will well and truly pay or cause to be paid to the said parties of the second part for the construction and completion of the said Esplanade and other works hereinbefore mentioned, the sum of seventy thousand pounds of lawful money aforesaid in the manner hereinafter set forth.

Ninth. That at the end of each and every month the Engineer of the said parties of the first part shall prepare and furnish to the parties of the second part a certificate under his hand of the amount of work done and materials provided for the work hereby contracted to be performed, which said certificate based upon and regulated by the prices in the said schedule agreed upon as aforesaid shall entitle the said parties of the second part to ask and demand from the Chamberlain of the said City of Toronto or the proper officer for the time being, an acknowledgment under the corporate seal of the said parties that ninety per cent. of the amount of such certificate is due and payable by the said parties of the first part to the said parties of the second part with interest after the rate of six per cent. per annum, one year from the date of such acknowledgment.

Tenth. And that the said parties of the first part shall and will pay to the said parties of the second part the remaining ten per cent., the balance of such monthly certificates, with interest from the respective dates thereof, at the expiration of one year after the whole work hereby contracted to be performed shall be completed and accepted by the said parties of the first part.

Eleventh. And further that in case of the death or absence of the Engineer of the parties of the first part, or there being a vacancy in the said office, or if from any other cause whatsoever arising from the act of the said parties of the first part or their Engineer, the said parties of the second part shall be delayed or prevented from receiving the said monthly certificate for the space of ten days after the same shall be due, it shall and may be lawful for the Engineer of the said parties of the second part in charge of the works hereby contracted to be performed, to prepare and furnish an estimate of the work done and materials provided based upon the schedule hereinbefore mentioned, which said estimate under the circumstances hereinbefore set forth shall entitle the said parties of the second part to ask, demand, and receive from the said Chamberlain or the proper officer, the acknowledgment hereinbefore specified as if such certificate had been granted by the proper officer of the said parties of the first part.

Twelfth. And in case the said Chamberlain or the proper officer as aforesaid shall neglect or refuse for the space of ten days after the same has been demanded to deliver to the said parties of the second part or their agent in that behalf the said acknowledgment for ninety per cent. of the said monthly certificates whether such certificates be made by the said Engineer of the said parties of the first part or by the Engineer of the said parties of the second part as hereinbefore provided, it shall and may be lawful for the said parties of the second part to ask, demand, sue for, recover, and receive from the said parties of the first part the said ninety per cent. of such certificate as if the same was presently payable in cash and notwithstanding anything herein contained to the contrary.

Thirteenth. And further that they the said parties of the first part shall and will suffer and permit the said parties of the second part to excavate the earth on the south side of Front Street as laid down in the said plan and specification, and to use the same free of charge so far as is provided for by the said specification, and that the said parties of the second part may use the cribbing at present sunk to the east of Simcoe Street also free of charge as they may think best, and further that they may also make use of the materials provided under the former contract for the purposes of the said Esplanade and now in the possession or under the immediate control of the said parties of the first part, the said parties of the second part paying therefor such prices or rates as are mentioned in the said specification.

AND it is hereby mutually agreed between the said parties hereto, and it is the intent and meaning hereof that the plans and specifications hereto annexed and referred to in the foregoing agreement shall be incorporated therewith, and shall be taken and considered for all purposes whatsoever as part and parcel thereof in all respects whatsoever.

AND lastly for the performance of all the covenants and undertakings herein contained on the part of the said parties of the second part, they, the said parties of the second part bind themselves and their successors to the said parties of the first part and their successors in the sum or penalty of one hundred thousand pounds of lawful money aforesaid, and for the performance of all the covenants and agreements herein contained on the part of the said parties of the first part, they, the said parties of the first part bind themselves and their successors to the said parties of the second part and their successors in the sum or penalty of one hundred thousand pounds of lawful money aforesaid.

IN witness whereof the said parties have hereunto set their corporate seals, the day and year first above written.

Signed, sealed and delivered in presence of }

C. GAMBLE.

W. SHANLY,

JOHN BEVERLEY ROBINSON,
Mayor of the City of Toronto. { Seal. }

JOHN ROSS,
President G. T. R. Co. of Canada. { Seal. }

Specification for the Construction of the Esplanade.

The Esplanade as laid down in the grant by the Crown of certain Water Lots to the City of Toronto, bearing date the 21st February 1840, is to be bounded as follows :—

First. Commencing on the west line of Simcoe Street produced at a point 600 feet distant from the north side of Front Street, a line is to be run eastwardly parallel to Front Street, till it strikes the west line of Bay Street produced.

Second. Commencing on the west line of Berkeley Street produced at a point 620 feet from north side of Palace Street, a line is to be run westwardly parallel to Palace Street, till it strikes the west line of west Market Street produced.

Third. From the intersection of Esplanade line No. 1 with the west side of Bay Street and of line No. 2 with east side of West Market Street, line No. 3 is to be drawn.

These three lines form the front line of Esplanade, as laid down in the patent from the Crown above referred to.

The rear line is to consist of three similar and parallel lines corresponding to Nos. 1, 2, and 3 respectively, and distant from them northward exactly 100 feet.

System of Construction.

The Esplanade is to be enclosed from the Bay by a breastwork of cribwork, the front line of which is to be identical with 1, 2, and 3 above described. This breastwork is to be from 11 to 12 feet in width below water level, and about 9 feet wide above water.

The remainder of the work is to be formed by an earthen embankment, the rear line of which on top is to be 100 feet from and parallel to the face of the cribs. The embankment to have a back slope of about two feet horizontal to one foot perpendicular or whatever inclination the sort of material used will naturally take.

The height of the Esplanade is to be the same as that fixed in the contract between the City and Gzowski & Co. of 1st January, 1854, viz., four feet and six inches above the water level of 7th October, 1853.

The breastwall enclosing the Esplanade from the Bay is as already stated to be of timber cribwork filled with stone constructed as follows :—

CRIB WORK.—Underneath the water and to within one foot of the surface (at datum level) the cribs are to be in lengths of from 24 feet to 33 feet as may be found most convenient. In width from out to out they are to be 11 feet where the soundings are 8 feet and under. In soundings over 8 feet the width to be increased to 12 feet (vide plan "A" attached hereto).

The cribs are to be composed of front, back and end courses of square timber about 12x12 laid evenly one upon the other, each course to be framed together at the corners by a simple dovetail joint as shewn on the plan.

Cross ties binding each opposite course of side timbers to one another are to be framed in at intervals of about 8 feet from centre to centre and to be cut long enough to admit of their projecting about one inch back and front beyond the faces of the cribs.

These ties (to be about 10x10) are to be dovetailed into the side timbers in such manner that each one will set half its thickness into the course below and as much into that above it, and they are to be so spaced as that those in alternate courses shall come directly over one another.

When the under water cribs have been sunk, filled with stone, and some time allowed for them to settle down, the superstructure is to be carried up as follows :

Instead of the cribwork being in short detached lengths as below water, it is to show a continuous unbroken facing of timber; the front and rear pieces should be in lengths of from 30 to 33 feet, (12x12) the first course on front being so laid as to have its scarfs about midway of the foundation cribs, and its under side framed to fit upon the dovetailed ties of their upper courses. (Vide plan "A.")

The width of the superstructure is to be but nine (9) feet, the point courses are to form a plumb face with the foundation cribs, but the rear ones are to be set in upon them a distance

equal to the difference between the width of the foundature (which may be variable) and the fixed width of the superstructure.

Each course of the superstruction should be so arranged that the scarfs or joints should break with or overlap those in the course below at least six feet.

The ties of the superstructure are to be framed in on the same system as those below water half and half into each course, but must be cut off flush with the front. The last course is only to consist of the front timber, the back timber and ties being left out. This coping course is to be firmly pinned or spiked to the courses below, and is intended to retain a coating of coarse gravel or small stone, which is to form the finish of the cribwork.

Trenails two inches in diameter and two feet six inches long are to be driven through the courses of timber at the following points :—

In the said timbers of foundation cribs there are to be two in each space between the cross ties, each one distant from the nearest tie or from the angle joint, fifteen inches to twenty-one inches. There are also to be three in each course of end timbers, two placed as above stated with regard to the angle joints, and one in the middle.

In the superstructure the same proportion of trenails to be used as in cribs below, and in the same relative positions in front and back courses.

The trenails are to be at least two and a half feet long so as to pass clear through two courses and a few inches into the third one, and the holes for them should be bored so far to one side or the other of the positions above assigned them as will ensure those in each progressive course from interfering with or cutting those in the courses beneath.

Pine and hemlock timber will be preferred for all the work, but black ash, elm or oak will be admitted as ties below the water. The superstructure must be all of white pine, and the timber used throughout of whatever denomination must be perfectly sound and of approved quality.

The side and end timbers should average about twelve (12) inches square, but may vary between 10 and 13 to suit soundings. The ties generally should be about 10x10.

The trenails are to be of young thrifty white oak or black elm, and sound seasoned timber.

The workmanship of the cribs and superstructure must be well and carefully executed.

In the former the beds of the side and end timbers must be hewn so as to give them full and even bearings one upon the other throughout. The dovetails are to fit closely and accurately.

The shoulders of the ties to be brought up snugly to the back of the timbers, and the underside of the dovetails themselves must be smoothed off so as to be parallel with their upper sides.

The front courses of the superstructure must be well and truly counter-hewn, and any irregularities that may exist in the relative levels of the cribs beneath must be so adjusted in laying the first and second courses of the superstructure, that all the following courses will present level uniform beds. The face is to be carried up plumb and in true line, the ends of the ties being dressed off smooth with the face of the work.

The cribs when sunk in their places and filled with stone should be allowed to stand for some time before commencing the upper work, in order that they may settle down and come to their bearings before having to receive the weight of the superstructure.

In sinking the cribs care must be taken to bring them as close up to one another as possible, the greatest space between any two cribs should not exceed six inches.

STONE FILLING.—The cribs are to be sunk in their places by being filled with stone, to retain which below, a grillage or floor of square or flatted timber may be laid transversely on and notched into the first back and front courses of the cribs. These floor timbers need not exceed 10x10 in section, and will only require to be laid close enough side by side to prevent the stone from falling through.

Once a crib is fairly in its place it is to be filled as compactly as possible with stone thrown in loosely. An intermixture of small stone with the large will be preferred as likely to insure greater solidity.

The filling of the superstructure should be done with some attention to packing, and all proper means taken to render it as close and solid as such kind of work can be made.

The top of the superstructure is to have a coating of coarse gravel or small stone about one foot in depth and nine feet wide.

EARTHWORK.—The embankment in rear of the cribbing should be carried up at least six inches higher than the coping of the breastwork to allow for subsidence, as the contractors for the work will have to make good any deficiency arising from that cause for twelve months after the completion of the work. The rear line of the embankment on top is as before stated to be 100 feet from the face of the cribwork, and the back slope to be of whatever angle the material will naturally take.

As the rear of the embankment will be entirely unprotected from the action of the water, the contractors will not be held liable for any slides that may take place after the earthwork has once been finished to its proper width and slope, and the whole work delivered over to the Corporation.

STREETS.—From Brock Street to Berkeley Street inclusive there are to be sixteen streets graded so as to connect the Esplanade with the natural shore of the Bay.

Brock St., Peter St., and John St., will have to be graded to the form of inclined planes of no greater degree of inclination than one foot rise in sixteen and a half feet horizontal.

All the other streets will be formed by level embankments of corresponding height to the Esplanade and extending from its rear line to junction with the several streets as they now slope down to the water.

The width of the street planes and embankments is to be sixty-six feet with side slopes of one and a half horizontal to one foot perpendicular.

As in the case of the Esplanade embankment, the contractor is not to be held liable for the sliding of the earth under the action of the water, once the streets have been properly graded.

The contractors are to have the right of using for the embankments free of charge, all the spare material now remaining on the City Water Lots. By spare material is meant whatever there may be left after reserving enough to complete the filling of the City lots between Brock Street and the Parliament Buildings, Front Street being calculated for 100 feet in width with a slope along the face of the bank of one and a half to one.

The contractors will be expected to excavate all the material they can, so to obtain to a tolerably even line, but will not be required to make the slope.

SEWERS.—Four sewers are to be constructed across the Esplanade so as to discharge through the cribwork into the Bay, the mode of construction of these sewers to be as represented on

the plan attached (marked "B.") They are to have an area or "water way" of something over 17 square feet, and their flow to be 18 inches below the datum level of the Bay.

These sewers are to be of stone or brick masonry arched and laid in cement mortar. The position of three of them is fixed as follows :—

First. At Brock St., the sewer to extend from front line of Esplanade to within 40 feet of centre of Front St.

Second. At Simcoe St., the sewer to extend from front line of Esplanade to within 180 feet of centre of Front.

Third. At Nelson or East Market Street the sewer to extend from front of Esplanade to a point in the centre of the street on a line with the extreme rear of the City Hall buildings.

And number 4 sewer may be at any other of the streets between Brock and Nelson Streets that the City authorities may choose to direct, and is not to extend further north from the front of Esplanade than to within 180 feet of centre of Front Street as referred to in connection with the sewers is assumed as 100 feet wide.

As some portions of the sewers will have to be built on the fresh embankments of the streets the contractors are not to be required to construct them until all the other parts of the work shall have been completed in order that the earth may have time to become solid and compact. Proper provision to be made for the escape of the stagnant water and sewerage.

Any of the timber or stone provided under the original Esplanade contract and now in possession of the City Council is to be taken by the contractors at the prices at which they were charged to the City in the award of Messieurs Ross, Keefer, and Street, provided such prices can be ascertained; if not, at such prices as may be arranged between the Engineers of the parties of the first and second part.

The framed portions of the timber above referred to, to be used in the work in accordance with the specification attached to the original contract, anything in the present specification to the contrary notwithstanding.

The cribs now sunk east of Simcoe Street are to be considered the property of the contractors without charge, and may be moved out to the new line of Esplanade as now adopted, or allowed to remain where they now are, and new cribs sunk on the amended line as the contractors may deem best.

The cribbing now built between Brock and Simcoe Streets to remain as it now is, except as regards any repairs required ; such repairs to be done by the contractors, and the earth filling in the rear to be completed to the required level to the width of 100 feet from front line of cribbing.

No cribbing is to be built within any existing enclosures, where there is at present solid earth-filling or permanent crib-work filled with stone already laid down, any deficiency of embankment only within such enclosures, to be made up by contractors to the extent of Esplanade width, that is to say one hundred feet on top.

The whole of the work to be completed in the most satisfactory and workman-like manner, and any slips, slides, or other defects in the embankments arising during the course of construction to be repaired and replaced by the Grand Trunk Company, and the whole to be delivered up perfect and complete.

The Grand Trunk Company being held responsible for the stability of the whole Esplanade Street approaches and sewers for a period of 12 months after the same is or are finally completed.

Witnesses,

C. GAMBLE,

W. SHANLY,

JOHN B. ROBINSON,

Mayor.

JOHN ROSS,

President G. T. Railway.

Indenture of Bargain and Sale.

Dated 16th November, 1859.

—

THIS INDENTURE, made the 16th day of November, in the year of our Lord one thousand eight hundred and fifty-nine, between Casimir Stanislaus Gzowski and David Lewis Macpherson of the City of Toronto, Esquires, of the first part, Maria B. Gzowski and Elizabeth Sarah Macpherson, wives respectively of the said parties of the first part, of the second part, and the Grand Trunk Railway Company of Canada of the third part

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of thirteen thousand pounds of lawful money of Canada, to them by the said party of the third part in hand well and truly paid, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged,) have granted, bargained, sold, released, conveyed and confirmed, and by these presents do grant, bargain, sell, release, convey and confirm unto the said parties of the third part, their successors and assigns, all and singular that certain parcel or tract of land and premises, situate, lying and being in the City of Toronto, in the County of York, and Province of Canada, containing by admeasurement five acres (part covered with water) more or less, which said parcel or tract of land and premises is butted and bounded or may be otherwise known as follows; that is to say, being composed of a Water Lot on the bay shore on the east side of Peter Street, in the said City of Toronto, commencing on the eastern limit of Peter Street produced, and on the southerly limit of a parcel of land in front of the City of Toronto, granted to John Beverley Robinson and others in trust for a public walk. Thence easterly following the said southern limit of the said parcel of land two hundred and fifty feet. Then south sixteen degrees, east fifteen chains, more or less, to a line drawn from the old French Fort to Gooderham's Wind Mill. Then south sixty-five degrees west, two hundred and fifty feet more or less to the eastern limit of Peter Street, produced. Then north sixteen degrees, west fifteen chains more or less, to the place of beginning. Excepting thereout that piece or parcel of land situate on the east side of Peter Street, produced, south of Front Street, butted and bounded as follows: commencing on the

eastern limit of Peter Street, produced, and on the southerly limit of a certain parcel of land in front of the City of Toronto, granted to John Beverley Robinson and others in trust for a public walk. Thence easterly following the said southern limit of the said parcel of land ninety-five feet. Thence south sixteen degrees, east two hundred and twenty-nine feet. Thence parallel to the said southern limit of the said parcel of land, ninety-five feet to the eastern limit of Peter Street, produced. Thence north sixteen degrees west, along the said eastern limit, north sixteen degrees west, two hundred and twenty-nine feet more or less to the place of beginning, containing by admeasurement half an acre more or less.

TOGETHER with all and singular the houses, outhouses, edifices, barns, stables, yards, gardens, orchards, trees, woods, underwoods, fences, ways, waters, water-courses, lights, liberties, privileges, easements, profits, commodities, emoluments, hereditaments, and appurtenances whatsoever, to the said parcel or tract of land and premises belonging or in anywise appertaining, or therewith demised, held, used, occupied and enjoyed, or taken or known as part or parcel thereof; and also the reversion or reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof; and all the estate, right, title, interest, inheritance, use, trust, property, profit, possession, claim and demand whatsoever, both at law and in equity, of them the said parties of the first part, in, to, out of, or upon the said lands and premises, and every part and parcel thereof, with their and every of their appurtenances; to have and to hold the same lands, tenements and hereditaments, and all and singular other the premises hereby conveyed, or intended so to be, with their and every of their appurtenances, unto the said parties of the third part, their successors and assigns, to the sole and only use of the said parties of the third part, their successors and assigns for ever. Subject, nevertheless to the reservations, limitations, provisoes, and conditions expressed in the original grant thereof from the Crown. And subject to the payment of a certain Mortgage made to one Albert Furniss by one Charles Berczy, for the sum of eight thousand pounds and interest, on which said Mortgage there is now remaining unpaid the sum of three thousand pounds with interest thereon, from the first day of July last, and the party of the third part covenants to pay the said Mortgage and indemnify the parties of the first part and from any liability arising thereunder by reason of the conveyance to them, and also except an easement granted to the said Albert Furniss by Indenture, dated the first day of July, one thousand eight hundred and fifty three.

AND this Indenture further witnesseth, that the said parties of the second part, with the privity and full approbation and con-

sent of their said husbands, testified by their being party to these presents, in consideration of the premises, and also in consideration of the further sum of five shillings of lawful money of the Province of Canada aforesaid to them by the said parties of the third part in hand well and truly paid at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged,) have granted and released, and by these presents do grant and release, unto the said parties of the third part, their successors and assigns, all dower and all right and title thereto, which they the said party of the second part, now have, or in the event of surviving their said husbands, might or would have, in, to, or out of the lands and premises hereby conveyed, or intended so to be.

AND the said parties of the first part do hereby for themselves, their heirs, executors and administrators, covenant, promise and agree with and to the said parties of the third part, their successors and assigns, in manner following, that is to say: that for and notwithstanding any act, deed, matter or thing by the said parties of the first part done, executed, committed, or knowingly or wilfully permitted or suffered to the contrary, they the said parties of the first part now have in themselves good right, full power, and absolute authority to convey the said lands, and other the premises hereby conveyed or intended so to be, with their and every of their appurtenances, unto the said parties of the third part, in manner aforesaid, and according to the true intent of these presents: and it shall be lawful for the said parties of the third part, their successors and assigns, from time to time and at all times hereafter, peaceably and quietly to enter upon, have, hold, occupy, possess and enjoy the said lands and premises hereby conveyed, or intended so to be, with their and every of their appurtenances, and to have, receive and take the rents, issues and profits thereof, and of every part thereof, to and for their use and benefit, without any let, suit, trouble, denial, eviction, interruption, claim or demand whatsoever, of, from, or by them, the said parties of the first part, or their heirs, or any person claiming, or to claim by, from, under, or in trust for him, them, or any of them: and that free and clear, and freely and absolutely acquitted, exonerated, and for ever discharged, or otherwise by the said parties of the first part, or their heirs, well and sufficiently saved, kept harmless and indemnified of, from and against any and every former and other gift, grant, bargain, sale, jointure, dower, use, trust, entail, will, statute, recognizance, judgment, execution, extent, rent, annuity, forfeiture, re-entry, and any and every other estate, title, charge, trouble, and incumbrance whatsoever, made, executed, occasioned or suffered by the said parties of the first part, or their heirs, or by any person claiming or to claim by, from, under, or in trust for them, or any of them: and lastly,

that they, the said parties of the first part, their heirs, executors or administrators, and all and every other person whatsoever having or claiming, or who shall or may hereafter have or claim any estate, right, title or interest whatsoever, either at law or in equity, in, to or out of the said lands and premises hereby conveyed, or intended so to be, or any of them, or any part thereof, by, from, under or in trust for them, or any of them, shall and will from time to time and at all times hereafter, upon every reasonable request, and at the costs and charge of the said parties of the third part, their successors and assigns, make, do, execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances in the law whatsoever, for the better, more perfectly and absolutely conveying and assuring the said lands and premises hereby conveyed or intended so to be, and every part thereof, with their appurtenances, unto the said parties of the third part, their successors and assigns, in manner aforesaid, as by the said parties of the third part, their successors and assigns, or their counsel in the law, shall be reasonably devised, advised or required, so as no such further assurances contain or imply any further or other covenant or warranty than against the acts and deeds of the person who shall be required to make or execute the same, and his heirs, executors or administrators only, and so as no person who shall be required to make or execute such assurances shall be compellable, for the making or executing thereof, to go or travel from his usual place of abode.

IN WITNESS whereof the said parties to these presents have hereunto set their hands and affixed their seals, the day and year first above written.

Signed, sealed and delivered in presence of	}	C. S. GZOWSKI. D. L. MACPHERSON. MARIA GZOWSKI, ELIZ' TH. S. MACPHERSON.
J. S. BRONDGEEST.		

Deed. Dated May 1st, 1861.

THIS INDENTURE, made the first day of May, in the year of our Lord one thousand eight hundred and sixty-one, in pursuance of the statute to facilitate the leasing of real property, between the Corporation of the City of Toronto of the first part, and the Grand Trunk Railway Company of Canada of the second part.

WHEREAS in consequence of the great increase in the business of the said parties of the second part it has become necessary to extend their track accommodation in entering the City of Toronto and approaching the Union Station at the foot of York and Simcoe Streets, and with a view to such extension, the said parties of the second part have laid down two new tracks, commencing on the eastern limit of the Queen's Wharf as extended northward to Front Street, and moving in an easterly direction under the bank until they intersect Peter Street, then southerly and easterly until such tracks join the main tracks on the esplanade heretofore in use by the said parties of the second part as the same are laid down in red ink on the hereupon drawn plan, being feet in length, and forty-five feet in width, and being the two northernmost tracks on the said plan.

AND whereas such tracks have been laid upon land claimed by the said parties of the first part, but who are willing in order to facilitate the business of the said parties of the second part to lease the same to them upon the terms and for the period hereinafter set forth.

NOW this Indenture witnesseth that in consideration of the premises and of the rent, covenants, and agreements hereinafter reserved and contained, and which on the part and behalf of the said parties of the second part are and ought to be paid, kept and performed, the said parties of the first part do lease unto the said parties of the second part and their successors all that certain piece, parcel, or strip of land situate in front of the said City of Toronto, extending from the eastern limit of the Queen's Wharf, produced northward to Front Street, under the bank to Peter Street, and then southerly and easterly until it intersects the present line of Railway Tracks to the westward of Simcoe

Street, as the same are laid down on the plan hereupon drawn and designated by the red lines therein, being about feet in length by forty-five feet in width, and being the two northernmost tracks on the said plan, to hold the same to the said parties of the second part for one year from the first day of May now instant : Yielding and paying eight hundred dollars by four quarterly payments of two hundred dollars each on the first days of the months of August, November, February, and May, next ensuing the date hereof, and the first payment of such rent to be made on the first day of August next.

AND the said parties hereto of the second part, covenant with the said parties of the first part, that they will pay rent and taxes and use the said piece or parcel of land hereby demised for Railway Tracks only, and make and preserve proper and safe and sufficient street crossings where such tracks cross any of the public streets of the said City, and shall and will peaceably and quietly give up possession of the said piece, parcel or strip of land to the said parties of the first part at the end of the said term, or at any other time within the said term upon receiving one month's notice in writing signed by the Mayor or other proper officer of the said parties of the first part, requiring them so to do, and shall and will remove the rails, ties, and all other obstructions therefrom, and repair and make good all the streets or roads broken up or in any way interfered with by the same or the removal thereof. Provided always that if the parties of the second part shall neglect or refuse upon such notice as aforesaid to give up possession and remove such rails and ties or other obstructions therefrom, it shall and may be lawful for the said parties of the first part after such notice as aforesaid to enter upon the said strip or piece of land hereby demised, and remove the rails, ties, and obstructions, and that without any let, hindrance, interruption or denial of the said parties of the second part or any of their officers, men or employes, or any person or persons acting for them, and all costs and expenses incurred by the said parties of the first part in removing such rails, ties or obstructions, and making good and repairing the said roads or streets shall be borne and paid by the said parties of the second part on demand thereof.

AND the said parties of the first part hereby covenant and agree with the said parties of the second part, for quiet possession.

PROVIDED always that the execution of these presents by the said parties of the second part and the payment of the rent hereinbefore covenanted to be paid by them shall not be taken or considered an acknowledgment by the said parties of

the second part, that the said parties of the first part are the absolute owners of the whole of the strip or piece of land hereby leased; but these presents are executed by all parties reserving to themselves their legal and equitable rights, whatever they may be, and without intending to prejudice the same.

IN witness whereof the said parties to these presents have hereunto set their corporate seals the day and year first above written.

Signed, sealed and de- }
livered in the presence of }

M. B. HICKS,

Witness to execution by City of Toronto.

J. G. BOWES,

Mayor.

A. T. McCORD,

Chamberlain.

{ Seal of City
{ of Toronto.

**Walks and Gardens West of Rees' Lot. For Patent
covering this Lot see Appendix "A."**

Agreement Dated December 3rd, 1862.

THIS AGREEMENT, made this third day of December in the year of our Lord one thousand eight hundred and sixty-two, by and between the Corporation of the City of Toronto, of the first part, and the Grand Trunk Railway Company of Canada, of the second part.

WHEREAS for the purposes of their Station, Station grounds, &c., the Grand Trunk Railway Company of Canada require all that part of the property known as the Walks and Gardens in the City of Toronto, situated south of Front Street, west of the Rees' property next Simcoe Street, and east of Peter Street, and extending south to the northerly general line of the Water Lots, on the Bay, in front of the City of Toronto, and containing about six acres of land more or less. And whereas, the said Company under the provisions of the Statutes in that behalf, after making and filing their plans and book of reference, and giving notice as required by the Railway Clauses Consolidation Act, did apply to the party hereto of the first part, to purchase the said property for the purpose aforesaid, and did offer the said party of the first part for the fee simple of the said lands the sum of four thousand and five hundred pounds upon the terms, that the party of the first part should give the party of the second part a deed in fee, and should for the said consideration money, take a mortgage, conditioned that the said purchase money shall remain in the hands of the party of the second part, so long as they, the party of the second part pay the interest on the said purchase money at the rate of six per cent. per annum, the payments of the interest to be made half yearly. And that if the payment of interest shall remain at any time one calendar month in arrear, the party of the first part be at liberty to enforce payment of the principal money if they shall think proper, the said interest to commence from the date of such deed of conveyance.

AND whereas, the said party of the first part did in due form accept the said offer with the following modification, that is to say, that the rate of interest shall be seven per cent. per annum, instead of six per cent., and that the deed of conveyance shall not be signed by the Mayor until the award shall be made on the compensation to be made for filling north of the Esplanade, and that in the mean time the party of the second part be allowed to proceed with their works upon this understanding executed in writing.

AND whereas the said Company, the parties hereto of the second part have signified their acceptance of the said modifications and are willing to take the lands on the terms aforesaid.

THEREFORE, this indenture witnesseth that the party of the first part for the consideration aforesaid, and on the terms above recited, hereby agree to sell, and do sell the above described lands and tenements and to convey the same to the said Company in fee simple free from incumbrances. And the said party of the second part hereby agree to accept the said title, and give the said mortgage on being thereunto requested by the said party of the first part, and that they will pay interest from the date of the deed or their commencing the construction of their buildings thereon whichever shall first happen.

IT is also agreed that the Company may take possession of the said property as soon as they think proper after the execution of this agreement. And also that the deed to be given shall be the usual deed of bargain and sale and the mortgage shall be the usual mortgage conditioned as aforesaid.

IN witness whereof, the said parties hereto on the day and year first above mentioned, have hereunto set their corporate seals.

Sealed, executed and }
delivered in presence of }

Seal of City }
of Toronto. }

J. G. BOWES,
Mayor,

A. T. McCORD,
Chamberlain.

**Conveyance. Dated November 19th, 1863.
Registered December 10th, 1863.**

THIS INDENTURE, made this nineteenth day of November, in the year of our Lord one thousand eight hundred and sixty-three, by and between the Corporation of the City of Toronto, of the first part, and the Grand Trunk Railway Company of Canada, of the second part.

WHEREAS, for the purposes of their Railway, and for Station Grounds at the City of Toronto, the party of the second part require all the lands hereinafter described :

AND whereas, the party of the second part, under the provisions of the statutes in that behalf after making and filing their plans and book of reference, and giving notice thereof as required by the provisions of the Railway Act, did apply to the party of the first part to purchase the said property for the purpose aforesaid, and did offer the said party of the first part, for the fee simple of the said lands, the sum of four thousand five hundred pounds, upon the terms that the party of the first part should give the party of the second part a deed in fee, and should for the consideration money take a mortgage, conditioned that the said purchase money should remain in the hands of the party of the second part so long as they, the party of the second part, should pay the interest on the said purchase money at the rate of six per cent. per annum, the payments of interest to be made half yearly, and that if the payment of interest should remain at any time one calendar month in arrear, the party of the first part should be at liberty to enforce payment of the principal money if they should think proper, the said interest to commence from the date of the said deed of conveyance.

AND whereas, the said party of the first part did in due form of law accept the said offer with the following modification, that is to say : That the rate of interest should be seven per cent. per annum instead of six per cent., and that the deed of conveyance should not be signed by the Mayor until the award should be made on the compensation to be made for filling north of the Esplanade, and that in the meantime the party of the second part be allowed to proceed with their works, upon the said understanding executed in writing.

AND whereas, the party of the second part did accept of and agree to the said modifications.

AND whereas, thereupon by deed bearing date, the third day of December, in the year of our Lord one thousand eight hundred and sixty-thrée, made by the party hereto of the first part of the first part, and the party hereto of the second part of the second part, the party hereto of the first part for the consideration aforesaid, and on the terms of the aforesaid did agree to sell and did sell the lands hereinafter described, that is to say : All that tract and parcel of land situate in the City of Toronto, and bounded on the north by the south side of Front Street, on the south by the northerly general line of the Water Lots on the Bay, in front of the City of Toronto, as laid down in the original survey by the Crown, and on the west by Peter Street, and on the east by the western limit of the property formerly known as Dr. Rees' property adjoining Simcoe Street, and containing six acres of land more or less, and the party of the first part therein agreed to convey the said land to the party of the second part in fee simple, free from all incumbrances.

AND the said party of the second part thereby agreed to accept the said title, and give the said mortgage on being thereunto requested by the party of the first part, and that they would pay interest from the date of the deed of conveyance, on their commencing the construction of their building thereon whichever should first happen, and also it was agreed

THAT the party of the second part might take possession of the said property as soon as they thought proper after the execution of the said agreement, and that the deed of conveyance to be given should be the usual deed of bargain and sale, and that the mortgage should be the usual mortgage conditioned as is above mentioned.

AND whereas, afterwards the party of the second part did on the tenth day of January last past, take possession of the said property, and have since that date been under interest, and did on the tenth day of July now last past, pay the first half years' interest at the rate of seven per cent., as by the said deed of agreement was and is provided.

AND whereas, the said award in the said agreement mentioned has been made and has since being made, been confirmed by the parties to this Indenture, and it is now desired to have the said deed of conveyance and the said mortgage executed in pursuance of and on the terms above set out and agreed upon.

THEREFORE this Indenture witnesseth, that in consideration of the premises above recited, and in performance of the above mentioned agreement and in pursuance thereof, and for the consideration of four thousand five hundred pounds of lawful money of Canada, to be secured by mortgage as aforesaid and as is above recited, and which purchase money is to be the first lien and charge upon the said lands as aforesaid. They, the party of the first part have and hereby do bargain, sell, assign, transfer, enfeoff, convey and confirm unto the party of the second part,

ALL that certain tract and parcel of land and premises situate, lying and being in the City of Toronto, in the County of York and Province of Canada, and more particularly described as follows, that is to say: All that tract or parcel of land bounded on the north by the south side of Front Street in the City of Toronto, on the east by the westerly line of the property immediately adjoining the west side of Simcoe Street heretofore known as Dr. Rees' property, on the west by Peter Street, and on the south by the northerly general line of the Water Lots as laid down on the original survey made by the Crown of the said Water Lots, and containing by admeasurement six acres of land be the same more or less, together with all houses, ways, waters and watercourses, rights, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO have and to hold the same and every part thereof unto the said party of the second part, their successors and assigns, to the use of the party of the second part, their successors and assigns, for ever.

AND the party of the first part hereby for themselves, their successors and assigns, covenant, promise and agree to, and with the party of the second part, their successors and assigns, in manner following, that is to say: That for and notwithstanding any act, deed, matter or thing by the said party of the first part, done, executed or committed or knowingly or wilfully permitted or suffered to the contrary, they, the said party of the first part now have in themselves good right, full power and absolute authority to convey the said lands and other the premises hereby conveyed or intended so to be with their and every of their appurtenances unto the said party of the second part, in manner aforesaid and according to the true intent of these presents.

AND that it shall be lawful notwithstanding any such act, deed, matter or thing for the said party of the second part, their successors and assigns, from time to time and at all times hereafter, peaceably and quietly to enter upon, have, hold, occupy, possess and enjoy the said lands and premises hereby conveyed or intended so to be, with their and every of their appurtenances,

and to have, receive and take the rents, issues and profits thereof, and of every part thereof to and for their own use and benefit without any let, suit, trouble, denial, eviction, interruption, claim or demand whatsoever of, from or by them, the said party of the first part, or their successors or assigns or any person claiming or to claim by, from, under or in trust for them or any of them.

AND that free, and clear, and freely and absolutely acquitted exonerated and for ever discharged or otherwise, by the said party of the first part or their successors and assigns, well and sufficiently saved, kept harmless and indemnified of, from and against any and every other and former gift, grant, bargain, sale, jointure, dower, use, trust, entail, will, statute, recognizance, judgment, execution, extent, rent, annuity, forfeiture, reentry, and any and every other estate, title, charge, trouble and encumbrance whatsoever made, executed, occasioned or suffered by the said party of the first part, their successors and assigns, or by any person claiming or to claim by, from, under or in trust for them or any of them.

AND lastly, that they the said party of the first part, their successors and assigns, and all and every other person whomsoever having or claiming, or who shall or may hereafter have or claim any estate, right, title or interest whatsoever, either at law or in equity in, to or out of the said lands and premises hereby conveyed or intended so to be, or any of them, shall and will from time to time, and at all times hereafter, upon every reasonable request, and at the costs and charges of the said party of the second part, their successors and assigns, make, do, execute, or cause to be made done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances in the law whatsoever, for the better, more perfectly and absolutely conveying and assuring the said lands and premises hereby conveyed or intended so to be, and every part thereof, with their appurtenances unto the said party of the second part, their successors and assigns, in manner aforesaid, as by the said party of the second part, their successors or assigns, or their counsel learned in the law shall be reasonably devised, advised or required so as no such further assurances contain or imply any further or other covenant or warranty, than against the acts and deeds of the person who shall be required to make or execute the same, and his heirs, executors or administrators, only as no person who shall be required to make or execute such assurances, shall be compellable for the making or executing thereof to go or travel from his usual place of abode.

PROVIDED always, that as to such part of the above de-

scribed premises as lies between the southern boundary thereof, (otherwise the northerly general line of the Water Lots as above mentioned) and the top of the bank, the city only convey such interest as they may have therein under their claim for the patent thereof from the Government of Canada. And provided further, that nothing herein contained shall authorize or be construed, or taken to authorize the said Company to close up or interfere with the southern end of John Street running through the said above described premises further than is provided by the "Railway Act."

IN witness whereof the said parties of the first and second parts have hereunto fixed their corporate seal on the day and in the year first above written.

Signed, sealed and delivered in presence of
JOHN BELL.

Seal of City
of Toronto.

J. G. BOWES,
Mayor.

A. T. McCORD,
Chamberlain.

Mortgage for £4,500. Dated November 19th,
1863.

THIS INDENTURE, made this nineteenth day of November, in the year of our Lord one thousand eight hundred and sixty-three.

BY and between the Grand Trunk Railway Company of Canada, of the first part, and the Corporation of the City of Toronto, of the second part.

WHEREAS for the purposes of their Railway and for station grounds at the City of Toronto, the party of the first part required all the lands hereinafter described.

AND whereas, the party of the first part under the provisions of the statutes in that behalf, after making and filing their plans and books of reference, and giving notice thereof as required by the provisions of the Railway Act, did apply to the party of the second part to purchase the said property for the purposes aforesaid, and did offer the said party of the second part for the fee simple of the said lands, the sum of four thousand five hundred pounds, upon the terms that the party of the second part should give the party hereto of the first part, a deed in fee, and should for the consideration money take a mortgage, conditioned that the said purchase money should remain in the hands of the party of the first part, so long as they, the party of the first part, should pay the interest on the said purchase money at the rate of six per cent. per annum, the payment of interest to be made half yearly, and that if the payment of interest should remain at any time one month in arrear, the party of the second part should be at liberty to enforce payment of the principal money if they should think proper, the said interest to commence from the date of said deed of conveyance.

AND whereas, the said party of the second part did in due form of law accept the said offer with the following modification, that is to say: That the rate of interest should be seven per cent. per annum, instead of six per cent., and that the deed of conveyance should not be signed by the Mayor of said Corpora-

tion of the City of Toronto, until the award should be made on the compensation to be made for filling north of the Esplanade, and that in the meantime the party of the first part be allowed to proceed with their works upon the said understanding executed in writing.

AND whereas the party of the first part, did accept of and agree to the said modifications.

AND whereas thereupon by deed bearing date the third day of December, in the year of our Lord one thousand eight hundred and sixty-two, made by the party hereto of the second part, with the party hereto of the first part, for the consideration aforesaid, and on the terms aforesaid, the said party hereto of the second part did agree to sell, and did sell the lands hereinafter described, that is to say: All that tract and parcel of land situate in the City of Toronto, and bounded on the north by the south side of Front Street, on the south by the northerly general line of the Water Lots on the Bay in front of the City of Toronto, as laid down in the original survey by the Crown, and on the West by Peter Street, and on the east by the western limit of the property formerly known as Dr. Rees' property adjoining Simcoe Street and containing six acres of land more or less, and the party of the second part therein agreed to convey the said land to the said party of the first part in fee simple free from all incumbrances. And the said party of the first part, thereby agreed to accept the said title and give the said mortgage on being thereunto requested by the party hereto of the second part, and that they would pay interest from the date of the deed of conveyance, or on their commencing their building thereon, whichever should first happen. And also it was agreed that the party of the second part might take possession of the said property as soon as they thought proper after the execution of the said agreement, and that the deed of conveyance to be given, should be the usual deed of bargain and sale, and that the mortgage should be the usual mortgage conditions as above mentioned.

AND whereas, afterwards the said party of the first part did on the tenth day of January last past, take possession of the said property, and have since that date been under interest and did on the tenth day of July now last past, pay the first half year's interest at the rate of seven per cent. as by the said deed of agreement was and is provided.

AND whereas, the said award in the said agreement mentioned has been made, and since so being made has been confirmed by the parties to this indenture, and the said deed of conveyance has been executed in pursuance of said agreements and on the terms above set out and agreed upon, and therefore the

parties of the first part desire to give the mortgage above mentioned on the terms and in pursuance of the agreement above recited.

THEREFORE this indenture witnesseth that in consideration of the premises above recited, and in performance of the above mentioned agreement, and in pursuance thereof, and for the consideration of four thousand five hundred pounds of lawful money of Canada the purchase money of said lands so to be secured by mortgage as aforesaid, and as is above recited, and which purchase money is to be the first lien and charge upon said lands as aforesaid, they the party of the first part have and hereby do bargain, sell, assign, transfer, enfeoff, convey, and confirm unto the party of the second part all that certain tract and parcel of land and premises situate, lying and being in the City of Toronto, in the County of York, and province of Canada, and more particularly described as follows, that is to say : all that tract or parcel of land bounded on the north by the south side of Front Street, in the City of Toronto, on the east by the westerly line of the property immediately adjoining the west side of Simcoe Street heretofore known as the Dr. Rees' property, on the west by Peter Street, and on the south by the northerly general line of the Water Lots as laid down on the original survey made by the Crown of the said Water Lots, and containing by admeasurement six acres of land, be the same more or less, together with all houses, ways, waters and watercourses, rights, privileges and appurtenances, thereunto belonging or in anywise appertaining.

TO have and to hold the same and every part thereof unto the said party of the second part, their successors and assigns, to the use of the party of the second part, their successors and assigns for ever.

PROVIDED nevertheless, that if the said party of the first part, their successors or assigns, do and shall well and truly pay or cause to be paid unto the party of the second part, their successors and assigns, the said interest upon the sum of four thousand five hundred pounds at the rate of seven per cent. per annum, computing from the said tenth day of January now last past, such payment to be made half yearly on the tenth day of July and tenth day of January in each and every year, computing as aforesaid, the payment due on the tenth day of July now last past, having been made as aforesaid, and shall and do at any time during the continuance of this mortgage, pay up all arrears of interest, and pay the said principal money, then and in such case this mortgage and everything therein contained shall be null and void, it being the condition upon which this mortgage is given, that so long as the said interest is paid at the rate aforesaid and in the manner aforesaid, that the principal money above mentioned

shall remain in the hands of the party of the first part, and that the party of the second part, their successors and assigns, shall not have the right to take proceedings to collect or get in the said principal money until after the party of the first part shall have made default in making such payments of interest, and such default shall have continued for the period of one month after such payments of interest or any of them shall have become due and payable.

PROVIDED also the party of the first part, their successors and assigns shall have the right at any time to pay up the principal money and interest at the rate aforesaid to the time of making such payment, and in such case the party of the second part will at once discharge this mortgage or assign the same to such person or persons as the party of the first part may direct.

AND the party of the first part hereby, for themselves, their successors and assigns, covenant, promise and agree to and with the party of the second part, their successors and assigns, that they will well and truly pay or cause to be paid to the party of the second part, their successors or assigns, the said interest at the rate aforesaid in half yearly payments, on the days and times and in the manner in the said proviso mentioned, without any deduction or abatement whatsoever, according to the true intent and meaning of these presents.

AND also, that for and notwithstanding any act, deed, matter or thing by the said party of the first part done, executed or committed, or knowingly or wilfully permitted or suffered to the contrary, they, the said party of the first part now have in themselves good right, full power, and absolute authority to convey the said lands, and other the premiaes hereby conveyed or intended so to be, with their and every of their appurtenances unto the said party of the second part, in manner aforesaid and according to the true intent of these presents, and that it shall be lawful, notwithstanding after default shall have been made in payment of the said interest or any part thereof on the days and times at the rate and in the manner contrary to the proviso hereinafter contained and the period of one calendar month shall have elapsed after the making of such default for the said party of the second part, their successors and assigns, from time to time, and at all times thereafter, peaceably and quietly to enter upon, have, hold, occupy, possess and enjoy the said lands and premises hereby conveyed or intended so to be, with their and every of their appurtenances, and to have, receive and take the rents, issues and profits thereof, and of every part thereof, to and for their own use and benefit, without any let, suit, trouble, denial, eviction, interruption, claim or demand whatsoever of, from, or by them, the

said party of the first part, or their successors or assigns, or any person claiming or to claim by, from, or under, or in trust for them or any of them.

AND that free and clear, and freely and absolutely acquitted, exonerated and for ever discharged or otherwise by the said party of the first part, or their successors or assigns, well and sufficiently saved, kept harmless, and indemnified of, from, and against any and every former and other gift, grant, bargain, sale, jointure, dower, use, trust entail, will, statute, recognizance, judgment, execution, extent, rent, annuity, forfeiture, entry and any and every other estate, title, charge, trouble and incumbrance whatsoever made, executed, occasioned or suffered by the said party of the first part, their successors and assigns, or by any person claiming or to claim by, from, under, or in trust for them or any of them.

AND also that after such default and such period of one calendar month has elapsed as aforesaid, that they the said party of the first part, their successors and assigns, and all and every other person whomsoever, having or claiming, or who shall or may hereafter have or claim any estate, right, title or interest whatsoever, either at law or in equity, in, to or out of the said lands and premises hereby conveyed or intended so to be, or any of them, or any part thereof, by, from, under or in trust for them or any of them, shall and will from time to time, and at all times hereafter, upon every reasonable request, and at the costs and charges of the said party of the second part, their successors and assigns, make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in the law whatsoever, for the better, more perfectly and absolutely conveying and assuring the said lands and premises hereby conveyed or intended so to be, and every part thereof with their appurtenances unto the said party of the second part, their successors and assigns, in manner aforesaid, as by the said party of the second part, their successors or assigns, or their counsel learned in the law shall be reasonably devised, advised or required, so as no such further assurances contain or imply any further or other covenants or warranty than against the acts and deeds of the person who shall be required to make or execute the same, and his heirs, executors or administrators only, and so as no person who should be required to make or execute such assurances shall be compellable for the making or executing thereof, to go or travel from his actual place of abode.

PROVIDED always, that as to the part of the lands described above situate between the southern boundary and the top of the bank, they, the Company only convey to the City such interest as they, the Company have therein, and the same is provided as to John Street.

AND it is further declared and agreed by and between the parties of these presents, that if the said party of the first part, their successors and assigns, shall not pay to the said party of the second part, their successors and assigns, the said interest on the days and times, and in the manner and according to the true intent and meaning of the proviso hereinbefore in that behalf contained, and the said party of the second part, their successors and assigns, shall and may after any of the times limited for such payment has expired have given to the said party of the first part, their successors and assigns, or have left for them at their office in the City of Toronto, notice in writing demanding payment of the said interest or such portion or instalment thereof as there may be then due, such notice to be addressed to the president of the parties of the first part, and one calendar month shall have elapsed from the delivery or leaving of such notice without such payment having been made, (of which latter default in payment as also of the continuance of the said principal money and interest or some part thereof on this security, the production of these presents shall be conclusive evidence) and shall and may be lawful to and for the said party of the second part, their successors and assigns, without any further consent or concurrence of the said party of the first part, their successors and assigns, to sell and absolutely dispose of the said lands, hereditaments and premises with the appurtenances in such way and manner as to them shall seem meet, and to convey and assure the same when so sold unto the said purchaser and purchasers thereof, his, her and their heirs and assigns, or as he, she or they shall direct and appoint.

AND it is hereby declared and agreed that the said party of the second part, their successors and assigns, shall stand seized and be possessed of the said lands, tenements and hereditaments, and of the rents and profits thereof until sale and after sale of the proceeds therefrom arising: Upon trust, in the first place to deduct thereout all expenses which may be necessarily incurred in, and attend the execution of the trusts and powers hereby created, together with interest for the same, and after payment thereof to retain and pay unto and for them the said principal sum of four thousand five hundred pounds, or so much thereof as shall then remain unsatisfied and all interest then due and in arrear in respect thereof, and after such payment in trust to pay or transfer the surplus, (if any) of the rents and profits or proceeds of the said sale unto the said party of the first part their successors and assigns, and also to reconvey and assure such part of the said lands, hereditaments and premises as shall remain unsold for any of the purposes aforesaid unto the said party of the first part, their successors and assigns, or as they shall direct or appoint.

AND it is hereby further declared and agreed that the said party of the second part, their successors and assigns, shall stand seized and be possessed of the said lands, tenements and hereditaments, and of the rents and profits thereof until sale, and after sale of the proceeds therefrom arising: Upon trust in the first place to deduct thereout all expenses which may be necessarily incurred in, and attend the execution of the trusts and powers hereby created, together with interest for the same, and after payment thereof to retain and pay unto and for them the said principal sum of four thousand five hundred pounds, or so much thereof as shall then remain unsatisfied, and all interest then due and in arrear in respect thereof, and after such payment in trust to pay or transfer the surplus, (if any) of the rents and profits or proceeds of the said sale unto the said party of the first part, their successors and assigns, and also to reconvey and assure each part of the said lands, hereditaments and premises as shall remain unsold for any of the purposes aforesaid, unto the party of the first part, their successors and assigns, or as they shall direct or appoint.

AND it is hereby further declared and agreed, that the receipts of the said party of the second part, their successors and assigns, shall be good and sufficient discharges for all monies therein expressed to have been received, and that the person or persons paying them any monies and taking such receipt, shall not afterwards be required to see to the application thereof, nor be answerable or accountable for the misapplication or nonapplication of the same.

AND the said party of the second part do hereby for themselves, their successors and assigns, covenant, promise and agree to and with the said party of the first part, their successors and assigns, that no sale or notice of sale of the said lands, hereditaments and premises shall be made or given until such time as one calendar months' notice in writing as aforesaid, shall have been given to the said party of the first part, their successors or assigns, or have been left for them at their office in the City of Toronto, demanding payment of the interest monies, or the portion of instalment thereof, which at that time shall be due and the said party of the first part, their successors and assigns, shall have made default in payment of the same at that time.

AND also that the said party of the second part, their successors and assigns, shall and will at the expense of the said party of the first part, their successors and assigns, at any time before such sale or sales shall take place on payment or tender by the said party of the first part, their successors and assigns, of the said interest or the portion thereof which at the time of such

tender shall be due and owing, upon or by virtue of this security with all costs as aforesaid, the said default shall be by such payment done away with, and this security shall stand and continue to all intents and purposes as if such default had not been made, and so on from time to time, so long as the party of the first part shall desire to continue the same.

PROVIDED always that until default shall be made in payment of the said interest or of some portion or instalment thereof on some or one of the days and times hereinbefore limited for the purpose thereof, and the said one calendar month shall have elapsed after default as hereinbefore provided, it shall be lawful for the said party of the first part, their successors and assigns, to hold, occupy and enjoy the said lands, hereditaments and premises with the appurtenances, without any molestation, hindrance, interruption or denial of, from or by the said party of the second part, their successors or assigns, or any person claiming by, from, through, under or in trust for them or either of them.

PROVIDED lastly, that they the said party of the second part, their successors and assigns, shall not be answerable or accountable for any more monies than they shall actually receive by virtue of these presents, nor for any misfortune, loss or damage which may happen to the said estate and premises, in the execution of the trusts aforesaid, save and except the same shall happen by or through their own wilful neglect or default.

IN witness whereof, the said parties of the first and second parts have hereunto affixed their corporate seals on the day and in the year first above written.

The Grand Trunk Railway }
 Company of Canada, by } { Seal. }
 J. FERRIER,
 Chairman,
 G. T. R. R. Co.

Signed, sealed and }
 delivered in presence of }

J. HICKSON, Montreal. }
 T. B. HAWSON, Montreal. } { Seal. }
 F. H. MEDCALF, Mayor.

Witness to execution by }
 Mayor and Chamberlain. } A. T. McCORD, }
 THOS. C. PATTERSON. } Chamberlain.

Agreement for Sale, Dated December 23rd, 1862.

THIS AGREEMENT made this twenty-third day of December, in the year of our Lord one thousand eight hundred and sixty-two, by and between the Grand Trunk Railway Company of Canada of the first part, and the Corporation of the City of Toronto of the second part.

WHEREAS the party of the first part have purchased, and the party of the second part has sold to them the lands and tenements in the said city situate between the property known as Dr. Rees', immediately adjoining Simcoe Street on the east, Front Street on the north, Peter Street on the west, and the northerly general boundary or line of the Water Lots as laid down on the original survey by the Crown on the South.

AND whereas the party of the first part are now in possession of and have the right of way forty feet in width on the Esplanade and that north of said forty feet there is a space sixty feet wide called Esplanade Street ;

AND whereas north of said forty feet and sixty feet (in all one hundred feet) there is a piece of land extending from the north line of said one hundred feet in a direction northerly to the said boundary or general line, north of the said Water Lots as laid down on the original survey of the Water Lots as aforesaid and which is immediately south of the said above mentioned purchase and adjoining the same except on the west where it is bounded by the Furniss Lot now owned by the said Company ;

AND whereas the fee of the said piece of ground so situate south of said general line of the said Water Lots as laid down as aforesaid and north of the said one hundred feet is vested in the Crown. And the said party of the first part require the same for their purposes and desire to get the Patent therefor from the Crown or the title thereto in fee simple ;

And whereas the party of the second part claim compensation for the filling done by them on the space so described and required as aforesaid.

THEREFORE this Agreement Witnesseth that the said parties hereto have and do agree as follows each with the other, namely :

THAT the parties hereto shall at once proceed to ascertain what the filling done by the party of the second part on the said piece of land bounded on the east by the property known as Dr. Rees' property next adjoining Simcoe Street on the south by the said northerly line of the said one hundred feet made up of the said forty feet and sixty feet as aforesaid, on the west by the said lands owned by the party of the first part and on the north by the northerly general line of the Water Lots as laid down on the original survey made by the Crown of the said Water Lots as the northern boundary of the said Lots should have cost that is what it should have been done for. And if the same cannot be agreed upon that then each party shall choose a disinterested engineer, that these two shall choose a third, and that the award of the said three or any two of them fixing the amount calculating on the basis of what the same should have been done for, that is, should have reasonably cost, shall be final, provided, however, if the parties can agree on one engineer as sole arbitrator and that they do so, his award made on the basis aforesaid shall be final.

THAT immediately on this being fixed and the amount ascertained what the Company are to pay for the said filling the Company will consent to the Patent then issuing for the said piece of land to the party of the second part upon the terms and conditions however that the party of the second part do immediately on the Patent issuing grant in fee by the usual deed of bargain and sale and free from all incumbrances and charges the said piece of land so described as aforesaid by the boundaries aforesaid as being required as above mentioned. And that on the execution of the said deed of bargain and sale to the Company they the Company will for the amount so ascertained as the sum to be paid as aforesaid for the said filling as above mentioned give to the party of the second part a mortgage in fee on the said lands and on the property purchased by the Company from the party of the second part north of the property covered by this agreement such mortgage to be conditioned that so long as the Company pay to the party of the second part the interest on the said principal money at the rate of six per cent. per annum half-yearly from the date of the mortgage they the Company shall have the right to retain in their own hands the said principal money, but

that if the payment of the interest shall be at any time one calendar month in default the City may proceed for the said principal if they think proper. The option of paying off the principal at any time to remain with the Company.

THAT the Company on this agreement being carried out consent to the Crown granting to the City the land covered with water immediately south of the lands covered by this agreement to the Windmill Line, that is to the southern line of said Water Lots.

THAT the City agree that the Company may cross the said Esplanade Street at any point and in such manner and as often and with as many tracks as shall be necessary for proper ingress and egress to their Station and Elevator at Toronto.

THAT both parties agree to carry out this agreement with the utmost despatch by every means in their power.

THAT nothing contained in this agreement or any concession made on either side shall affect either party further than in so far as the same relates to the subject matter of this agreement and the matters mentioned and referred to therein. And that nothing in this agreement contained shall affect prejudice or interfere with the rights of either party in respect of or to any matter or thing not included in this agreement or mentioned therein it being the intention of both parties that the rights of each shall be in every respect as to all and every right matter and thing not mentioned in this agreement and intended to be arranged by it as if it never had been made.

PROVIDED ALWAYS and it is understood by both the parties hereto as to the land by these presents agreed to be sold that the Corporation of the City of Toronto in agreeing to this sale made by this agreement to the Grand Trunk Railway Company does not intend to give to the said Company nor does the said Railway Company expect to receive the said lands agreed to be conveyed under this agreement or any of them for any other purposes than those contemplated in the several Orders-in-Council relating to the said lands.

IN WITNESS WHEREOF the said the Grand Trunk Railway Company of Canada and the said The Corporation of the

City of Toronto have hereunto caused the Corporate Seals of the said respective Companies to be affixed to these presents on the day and year first above written.

Seal of City }
of Toronto. }

J. G. BOWES,

Mayor.

A. T. McCORD,

Chamberlain.

THE GRAND TRUNK RAILWAY COMPANY OF CANADA,

by JOHN BELL,

Their Attorney and Solicitor.

Patent for Lands or Water Lots between Rees' Lot
and Peter Street. Dated 4th July, 1864.
Registered 4th July, 1864.

Seal of Province }
of Canada. }

MONCK.

PROVINCE OF CANADA. }

VICTORIA, by the grace of God
of the United Kingdom of Great
Britain and Ireland, QUEEN, De- } *To all to whom these presents*
fender of the Faith, etc., etc., etc. } *shall come, Greeting.*

KNOW YE, that among the Rolls and Records in the Registrar's Office of the Province of Canada, in Lib. I. K., Folio 163, it is thus contained, to wit :

MONCK.

PROVINCE OF CANADA. }

VICTORIA, by the grace of God
of the United Kingdom of Great
Britain and Ireland, QUEEN, De- } *To all to whom these presents*
fender of the Faith, etc., etc., etc. } *shall come, Greeting.*

WHEREAS, the Corporation of the City of Toronto, in the County of York, in our said Province, did, under certain orders of our Governor in Council, of our said Province, and a certain licence of occupation, bearing date on the twenty-ninth day of March, in the year of Our Lord one thousand eight hundred and fifty-three, under the hand and seal of our then Governor, or under the authority conferred upon them in and by certain Statutes of the Parliament of our said Province, enter into possession of certain lands and premises in the said city, (whereof the lands hereby intended to be given and granted form part,) for the formation of an Esplanade. And, whereas, the Corporation of the City of Toronto, in pursuance of the said Statutes, or of some or one of

them, and of the authority thereby conferred, proceeded to the construction of an Esplanade in and upon the said lands intended to be hereby given and granted, or some part thereof. And whereas, the Grand Trunk Railway Company of Canada, subsequently, for the purpose of their said Railway, entered into possession of a certain portion of the lands and premises hereby intended to be given and granted to the Corporation of the City of Toronto. And, whereas, it is represented to us, that in and by a certain Deed of Agreement made on the twenty-third day of December, in the year of our Lord one thousand eight hundred and sixty two, by and with the Grand Trunk Railway Company of Canada, of the first part, and the Corporation of the City of Toronto, of the second part, it is recited that the party of the first part, had purchased, and the party of the second part, had sold to them certain lands and tenements in the said city, in the said recital particularly described. And it is further recited, that the party of the first part were then in possession of a deed of right of way, forty feet in width on the Esplanade, and north of which said forty feet there is a space sixty feet wide, called Esplanade Street. And it is further recited, that north of the said forty feet and sixty feet, (in all one hundred feet,) there is a piece of land extending from the north line of said one hundred feet in a direction northerly to the boundary or general line north of the Water Lots as laid down on the original survey of the Water Lots by the Crown. And it is further recited that the fee of the said piece of ground so situated south of the said general line of the said Water Lots as laid down as aforesaid, and north of the said one hundred feet is vested in the Crown. And that the party of the first part required the same for their purposes, and desired to get a patent therefor from the Crown, or the title thereto in fee simple. And further, that the party of the second part claimed compensation for the filling done by them on the space so described and required as last aforesaid. It is by the said agreement witnessed, and the parties thereby agreed each with the other that the parties thereto should at once proceed to ascertain what the filling done by the party of the second part, on the said piece of land, bounded on the east by the property known as Dr. Rees' property next adjoining Simcoe Street ; on the south by the said northerly line of the said one hundred feet, made up of the said forty feet and sixty feet as aforesaid ; on the west by the said lands owned by the party of the first part ; and on the north by the northerly general line of the Water Lots, as laid down on the original survey made by the Crown of the said Water Lots as the northern boundary of the said Lots, should have cost, that is, what it should have been done for ; and that if the sum could not be agreed upon, that then each party should choose a disinterested engineer, and that those two should choose a third, and the award of the said three or any two of them, fixing the amount calculated

on the basis of what the same should have been done for, that is, should have reasonably cost, should be final; provided, however, if the parties could agree on one engineer as sole arbitrator, and that they did so, then his awards made on the basis aforesaid should be final. And further, that immediately on the same being fixed, and the amount ascertained which the Company were to pay for the said filling, the Company would consent to the Patent then issuing for the said piece of land to the party of the second part, upon the terms and conditions, however, that the party of the second part, should immediately on the Patent issuing grant in fee, by the usual deed of bargain and sale, and free from all encumbrances and charges, the said piece of land so described as aforesaid, by the boundaries aforesaid, as being required as therein mentioned. And that on the execution of the said deed of bargain and sale to the Company, they, the Company would for the amount so ascertained as the sum to be paid for the said filling as therein mentioned, give to the party of the second part, a mortgage in fee as therein mentioned, to be conditioned, that so long as the Company should pay the party of the second part the interest on the said principal money at the rate of six per cent. per annum, half-yearly from the date of the mortgage, the Company were to have the right to retain in their own hands the said principal money; but that if the payments of the interest should be at any time one calendar month in default, the City might proceed for the said principal sum if they thought proper; and that the option of paying off the principal sum at any time should remain with the Company. And further, that the Company on the said agreement now in recital being carried out, consented to the Crown granting to the City, the land covered with water, immediately south of the lands covered by this agreement to the Windmill Line, that is, to the southern line of the said Water Lots, as on reference to the said deed now in recital will more fully appear. And whereas, it is further represented to us, that in pursuance of the said agreement hereinbefore recited, Sandford Fleming, of the City of Toronto, in the County of York, Civil Engineer, was appointed sole arbitrator for the purpose in the said agreement mentioned. And that by his award, dated on or about the seventeenth day of February, one thousand eight hundred and sixty-three, he did award and determine that the cost of the filling done by the Corporation of the City of Toronto, that is, what it should reasonably have been done for, on the said piece of land bounded on the east by the property known as Dr. Rees' property next adjoining Simcoe Street; on the south by the said northerly line of the said one hundred feet, made up of the said forty feet and sixty feet, in the said deed mentioned; on the west by the said lands owned by the said Railway Company; and on the north by the northerly general boundary line of the Water Lots, as laid down on the original survey made by

the Crown of the said Water Lots as the said northern boundary of the said Lots, is the sum of three thousand seven hundred and fifty-five dollars, which sum was thereby fixed and ascertained as the amount to be paid by the Grand Trunk Railway Company of Canada, to the Corporation of the City of Toronto, for the said filling, pursuant to the said reference. And whereas, it is further represented to us that in pursuance of the said agreement and award, the following agreement was entered into between the Grand Trunk Railway Company of Canada, and the Corporation of the City of Toronto, as follows :

QUEBEC, August 25th, 1863.

“ It is agreed that all questions between the City of Toronto and the Grand Trunk Railway Company, respecting the purchase of lands and payment for filling shall be finally settled by the latter agreeing to the sum of thirty-five thousand dollars, as the price for the Round House Lot and Water Front, in front thereof for the Elevators, &c. The previous agreement for Wharves and Harbours to be at once completed at the amount fixed by Fleming’s award, and the sum of thirty-five thousand dollars to be secured by mortgage in the way, and on the same terms as Wharves and Harbour agreement. The Grand Trunk Company to have the right to lay down tracks on and across Esplanade Street, between Peter and Brock Streets, to the full extent that their business may from time to time render necessary. This agreement settles all matters in dispute for lands and filling done between Brock Street and Dr. Rees’ property, adjoining Simcoe Street. The patent for the Round House Block on the above conditions to issue to the City, the deed to the Grand Trunk to be the usual deed of bargain and sale, and to convey the lands in question free from all charges, that is, by a clear title. The usual Mortgage to be made in return on the same terms as mentioned above. The above agreement only includes the filling done on the Round House Block, and on the lands covered by the agreements on the 3rd and 23rd of December, 1862, and no others, and the words ‘on and across Esplanade Street’ shall extend only to the right to cross the Esplanade Street as the business of the Grand Trunk Railway Company may require.”

AND whereas, we are willing and desirous that the said deed, award, and agreement should be carried out. NOW THEREFORE KNOW YE, that in consideration of the premises, and in aid of the furtherance of the hereinbefore recited deed, award and agreement, WE, of our special grace, certain knowledge and mere motion have given and granted, and by these presents do give and grant unto the Corporation of the

City of Toronto, their successors and assigns, all those certain tracts and parcels of land or Water Lots, and land covered with water, situate in the said City of Toronto, and bounded on the north by the northerly general line of the Water Lots, as laid down on the original survey, made by the Crown of the said Water Lots: on the South by the line known as the Windmill Line; on the east by the western limit of the Water Lot known as Dr. Rees,' and situate west of Simcoe Street, and granted by our Letters Patent in the year of Our Lord one thousand eight hundred and forty six, to one Joseph Beckett; and on the west by the eastern limit of the Water Lot granted the Honorable J. Masson and A. Furniss, on the east side of Peter Street produced and containing twenty eight acres more or less. To have and to hold the premises hereby given and granted, and every part thereof, unto the said, the Corporation of the City of Toronto, their successors and assigns forever; saving, excepting and reserving, nevertheless, unto us, our heirs and successors, all mines of gold and silver, and the free uses, passage and enjoyment of, in, over and upon all navigable waters that shall or may be hereafter found on or under, or be flowing through or upon any part of the said tracts or parcels of land hereby granted, subject however, to and upon the express trusts and conditions following, that is to say:

First. That no claim or demand of any kind or nature whatsoever shall be made or preferred by the Corporation of the City of Toronto, their successors or assigns, or by the Grand Trunk Railway Company of Canada, their successors or assigns, or by any party claiming by, from, through or under them or any or either of them, upon or against us, our heirs and successors, in respect to the said lands, land covered with water, Water Lots and premises, hereby given and granted, or in respect of any work, labor or money, made, expended or laid out, or liabilities incurred in respect thereof by them or either of them, in or upon the lands, land covered with water, Water Lots and premises hereby given or granted; or any levelling, excavating or filling up of the same or any part thereof, whether in the construction of an Esplanade in, upon, or adjoining the same premises, or in the approbation of the same for Railway purposes or otherwise, howsoever. And further, that the grant may by these our letters patent, is and shall be held and taken in full release and discharge of any alleged or possible claim or demand of any nature or kind whatsoever, as aforesaid, which might or may be made by the Corporation of the City of Toronto, or the Grand Trunk Railway Company of Canada, or either of them.

Secondly. That nothing in these our letters patent contained, shall authorize, or be considered to authorize the Grand Trunk

Railway Company of Canada to close up or interfere with the southern end of John Street, running through the said premises intended to be hereby granted, released and confirmed, as aforesaid, further than is provided by "the Railway Act," or to authorize the Corporation of the City of Toronto, to close up or interfere with the said southern end of John Street, running through the same premises.

Thirdly. That they, the Corporation of the City of Toronto, do and shall in pursuance of the hereinbefore recited deed, award and agreement, with all reasonable despatch, execute and grant in fee, by the usual deed of bargain and sale to the Grand Trunk Railway Company of Canada, their successors and assigns, free from all encumbrances and charges, and for the consideration of the sum of three thousand seven hundred and fifty-five dollars, to be secured by mortgage as hereinafter mentioned, all that piece or parcel of land being a portion of the lands hereby given and granted, and which may be known and described as follows, that is to say: extending from the north line or boundary of Esplanade Street in a direction northerly up to the said boundary or general line north of said Water Lots, as laid down in the original survey of the Water Lots, and bounded on the east by Dr. Rees' property immediately adjoining Simcoe Street, and granted by letters patent, in the year one thousand eight hundred and forty-six, to one Joseph Beckett, and on the west by the Water Lot, heretofore granted to the Honorable J. Mason and A. Furniss. And further, that upon execution and delivery of such deed and bargain of sale, as aforesaid, they, the Grand Trunk Railway Company of Canada, do and shall execute and deliver to the Corporation of the City of Toronto, their successors and assigns, and that the Corporation of the City of Toronto shall accept and receive from the Grand Trunk Railway Company of Canada, a deed of mortgage in fee on the said lands and premises, so to be conveyed to them as lastly hereinbefore mentioned to secure payment to the Corporation of the City of Toronto, of the sum of three thousand seven hundred and fifty-five dollars, and that in the said mortgage it shall in effect be conditioned and provided that so long as the said Company pay to the said City of Toronto the interest on the last mentioned principal sum of money, at the rate of six per cent. per annum, half yearly from the date of the mortgage, the Grand Trunk Railway Company of Canada, shall have the right to retain in their own hands the said principal money; but that if the payment of the interest shall be at any time one calendar month in default, the Corporation of the City of Toronto may proceed for the recovery of the said principal sum of money to be thereby secured, and that the option of paying off the principal at any time shall remain with the Company.

Fourthly. That nothing in these our letters patent contained shall be taken as affecting any agreement heretofore made between the Grand Trunk Railway Company of Canada, and the Corporation of the City of Toronto, respecting right of way on the said Esplanade.

Given under the great seal of our Province of Canada. Witness our right trusty and well beloved cousin, the Right Honorable Charles Stanley, Viscount Monck, Baron Monck, of Ballytrammon, in the County of Wexford, Governor-General of British North America, and Captain-General, and Governor-in-Chief in and over our Provinces of Canada, Nova Scotia, New Brunswick, and the Island of Prince Edward, and Vice-Admiral of the same, etc., etc., etc. At Quebec, this fourth day of July in the year of our Lord one thousand eight hundred and sixty-four and in the twenty-eighth year of our reign.

By command of His Excellency in Council.

G. POWELL,	ANDREW RUSSELL,
Act'g Ass't Secretary.	Ass't Com. of Crown Lands.

All which we have commanded to be exemplified.

Given under the great seal of our Province of Canada. Witness our right trusty and well beloved cousin, the Right Honorable Charles Stanley, Viscount Monck, Baron Monck, of Ballytrammon in the County of Wexford, Governor-General of British North America, and Captain-General and Governor-in-Chief in and over our Provinces of Canada, Nova Scotia, New Brunswick, and the Island of Prince Edward and Vice-Admiral of the same, etc., etc., etc. At Quebec this thirteenth day of July, in the year of our Lord one thousand eight hundred and sixty-four, and in the twenty-eighth year of our reign.

Examined,	By Command,
WM. KENT.	E. A. MEREDITH,
	Assistant Secretary.

Conveyance Dated July 13th, 1864. Registered July
18th, 1864.

THIS INDENTURE, made this thirteenth day of July, in
the year of our Lord one thousand eight hundred and sixty-four.

BY AND BETWEEN The Corporation of the City of Toronto of the first part, and the Grand Trunk Railway Company of Canada, of the second part. Whereas the lands hereinafter described have been patented to the Corporation of the City of Toronto: and whereas the said Corporation of the City of Toronto have for the consideration of the sum of three thousand seven hundred and fifty dollars to be secured as a first charge or lien upon the said premises and also to be secured by way of mortgage on the lands conveyed to the party hereto of the second part by the party of the first part by an Indenture bearing date the nineteenth day of November now last past.

THEREFORE this Indenture witnesseth that the party of the first part for and in consideration of the sum of three thousand seven hundred and fifty dollars of lawful money of Canada above mentioned so to be secured by the party of the second part as aforesaid as a first charge or lien upon the lands hereinafter mentioned and as above recited have and by these presents do bargain, sell, assign, transfer, enfeoff, convey, and confirm unto the party of the second part all that certain tract or parcel of land situate, lying, and being in the City of Toronto, in the County of York and Province of Canada, and more particularly described as follows: that is to say, All that tract or parcel of land in the said City of Toronto bounded on the south by the north side of the one hundred feet known as the Esplanade, on the north by the lands heretofore conveyed by the party of the first part to the party of the second part by an Indenture bearing date the nineteenth day of November now last past, on the west by the lot immediately east of Peter Street and now held and owned by the party of the second part and known as the Water Works Lot and on the east by the Lot patented to one Joseph Becket, and situate immediately west of Simcoe Street and heretofore known and in the dealings of the parties hereto called the Dr. Rees' property together with all houses, ways, waters and water-courses,

rights, privileges, and appurtenances thereunto belonging or in any-wise appertaining : To have and to hold the same and every part thereof unto the said party of the second part their successors and assigns to the use of the party of the second part, their successors and assigns for ever, and the party of the first part hereby for themselves their successors and assigns covenant, promise and agree to and with the party of the second part their successors and assigns in manner following that is to say, that for and notwithstanding any act, deed, matter, or thing, by the said party of the first part done, executed or committed, or knowingly or wilfully permitted, or suffered to the contrary they the said party of the first part, now have in themselves good right, full power, and absolute authority to convey the said lands and other the premises hereby conveyed or intended so to be with their and every of their appurtenances unto the said party of the second part in manner aforesaid and according to the true intent of these presents, and that it shall be lawful notwithstanding any such act, deed, matter or thing, for the said party of the second part their successors and assigns from time to time and at all times hereafter peaceably and quietly to enter upon, have, hold, occupy, possess, and enjoy the said lands and premises hereby conveyed or intended so to be with their and every of their appurtenances and to have, receive, and take the rents, issues and profits thereof and of every part thereof to and for their own use and benefit, without any let, suit, trouble, denial, eviction, interruption, claim, or demand whatsoever of, from, or by them, the said party of the first part or their successors or assigns or any person claiming, or to claim by, from, under, or in trust for them or any of them.

AND that free and clear and freely and absolutely acquitted, exonerated, and for ever discharged or otherwise by the said party of the first part, or their successors and assigns well and sufficiently saved, kept harmless, and indemnified of, from, and against any and every former and other gift, grant, bargain, sale, jointure, dower, use, trust, entail, will, statute, recognizance, judgment, execution, extent, rent, annuity, forfeiture, re-entry, and any and every other estate, title, charge, trouble, and incumbrance whatsoever, made, executed, occasioned or suffered by the said party of the first part, their successors and assigns, or by any person claiming or to claim by, from, under or in trust for them or any of them. And lastly, that they, the said party of the first part, their successors and assigns, and all and every other person whomsoever having or claiming, or who shall or may hereafter have or claim any estate, right, title, or interest whatsoever, either at law or in equity in, to or out of the said lands and premises hereby conveyed or intended so to be, or any of them, or any part thereof, by, from, under or in trust for them or any of them, shall and will from time to time, and at all times hereafter upon every

reasonable request and at the costs and charges of the said party of the second part, their successors and assigns, make, do, execute, or cause to be made, done, or executed all such further and other lawful, acts, deeds, things, devices, conveyances and assurances in the law whatsoever for the better, more perfectly and absolutely conveying and assuring the said lands and premises hereby conveyed or intended so to be, and every part thereof with their appurtenances unto the said party of the second part, their successors and assigns, in manner aforesaid, as by the said party of the second part, their successors and assigns, or their counsel learned in the law shall be reasonably devised, advised or required so as no such further assurances convey or imply any further or other covenant or warranty than against the acts and deeds of the person who shall be required to make or execute the same, and his heirs, executors or administrators only, and as no person who shall be required to make or execute the same or such assurances shall be compellable for the making or executing thereof to go or travel from his usual place of abode.

IN witness whereof, the said parties of the first and second parts have hereunto affixed their corporate seals on the day and in the year first above written.

Signed, sealed and delivered }
in the presence of }

F. H. MEDCALF, Mayor.
A. T. McCORD, Chamberlain. } Seal of City
PER M. B. HICKS, Acting Chamberlain. } of Toronto.

**Mortgage for Securing Payment of \$3,750 and
Interest. Dated July 16th, 1864. Registered
July 18th, 1864.**

THIS INDENTURE made the thirteenth day of July, in the year of our Lord one thousand eight hundred and sixty-four, by and between the Grand Trunk Railway Company of the first part, and the Corporation of the City of Toronto of the second part.

WHEREAS the party of the second part did heretofore bargain, sell and convey to the party of the first part all that parcel or tract of land situate in the City of Toronto, and bounded on the south by the north side of the one hundred feet known as the Esplanade, on the south by the lands heretofore conveyed by the Corporation of the City of Toronto to the party hereto of the first part, on the west by the lands owned by the party of the first part, immediately east of Peter Street, and on the east by the lot immediately adjoining Simcoe Street, patented to one Beckett, but called the Dr. Rees' property.

AND whereas, the price or consideration for said lands so conveyed, is and was the sum of three thousand seven hundred and fifty dollars, to be secured by mortgage as well on the said lands above described by way of a first mortgage as also by a second mortgage on the lands hereinafter described as parcel number two, the principal money to lay in the hands of the party of the first part, so long as they pay to the party of the second part the interest thereon in the manner hereinafter set forth and provided.

THEREFORE this indenture witnesseth that the party of the first part, for and in consideration of the said sum of three thousand seven hundred and fifty dollars, being the purchase money above mentioned, and in pursuance of the agreement above recited, they the party of the first part have, and by these presents hereby do bargain, sell, assign, transfer, convey and make over to the party of the second part, all those certain tracts or parcels of land and premises situate in the City of Toronto, and more particularly described as follows, that is to say :

Parcel number one. All that certain tract and parcel of land situate in the City of Toronto, and bounded on the south by the north side of the one hundred feet known as, and called the Esplanade, on the north by the southern boundary of the lands next hereinafter described as parcel number two, on the west by the lands now owned by the party of the first part, and on the east by the Water Lot next immediately adjoining Simcoe Street, patented to Joseph Becket, but known as, and called the Dr. Rees' property.

Parcel number two. Also all that certain other parcel or tract of land situate in the City of Toronto, and bounded on the north by the south side of Front Street, on the east by the line of the said Lot immediately adjoining Simcoe Street, and known as above mentioned as the Dr. Rees' property, on the south by the general line of the Water Lots, that is, by the lands in parcel number one, and on the west by the east side of Peter Street, excepting and reserving out of this second parcel of land all that part of the Lot on the east side of Peter Street heretofore owned, and now owned by the party of the first part, and which was conveyed to them by C. S. Gzowski and others, and called the Water Works Lot as may be covered by the above description, it not being the intention of the parties hereto that any portion of the said Lot should be included in this mortgage. To have and to hold the said several tracts and parcels of land and their appurtenances unto the said party of the second part, their successors and assigns, to their own use for ever.

PROVIDED nevertheless that if the said party of the first part, their successors or assigns, do and shall well and truly pay or cause to be paid unto the said party of the second part, their successors and assigns, the said interest upon the sum of three thousand seven hundred and fifty dollars, at the rate of six per cent. per annum, computing from the thirteenth day of July now instant, such payments to be made half yearly on the thirteenth day of January and thirteenth day of July in each and every year computing as aforesaid, and shall and do at any time during the continuance of this mortgage pay up all arrears of interest and pay the said principal money, then, and in such case this mortgage and every thing therein contained shall be null and void, it being the condition upon which this mortgage is given that so long as the said interest is paid at the rate aforesaid and in the manner aforesaid, that the principal money above mentioned shall remain in the hands of the party of the first part, and that the party of the second part, their successors and assigns, shall not have the right to take proceedings to collect or get in the said principal money until after the party of the first part shall have made default in making such payments of interest, and such default shall have continued for the period of one calendar month

after such payment of interest, or any of them shall have become due and payable. Provided also that the party of the first part, their successors and assigns, shall have the right at any time to pay up the principal money and interest at the rate aforesaid to the time of making such payment, and in such case the party of the second part will at once discharge this mortgage or assign the same to such person or persons as the party of the first part may direct.

AND the party of the first part hereby for themselves, their successors and assigns, covenant, promise and agree to and with the party of the second part, their successors and assigns, that they will well and truly pay or cause to be paid to the party of the second part, their successors and assigns, the said interest at the rate aforesaid, in half yearly payments on the days and times and in the manner in the said proviso mentioned, without any deduction or abatement whatsoever, according to the true intent and meaning of these presents. And after default as aforesaid in payment of interest for one calendar month, will pay the principal money, and also that, for and notwithstanding any act, deed, matter or thing by the said party of the first part done, executed or committed, or knowingly or wilfully permitted or suffered to the contrary, the said party of the first part now have in themselves good right, free power, and absolute authority to convey the said lands and other the premises hereby conveyed or intended so to be, with their and every of their appurtenances unto the said party of the second part, in manner aforesaid and according to the true intent of these presents, and that it shall be lawful notwithstanding after default shall have been made in payment of the said interest or any part thereof, on the days and times, at the rate, and in the manner contrary to the proviso hereinbefore contained, and the period of one calendar month shall have elapsed after the making of said default, for the said party of the second part, their successors and assigns, from time to time, and at all times thereafter, peaceably and quietly to enter upon, have, hold, occupy, possess and enjoy the said lands hereby conveyed or intended so to be, with their and every of their appurtenances, and to have, receive, and take the rents, issues and profits thereof, and of every part thereof to and for their own use and benefit, without any let, suit, trouble, denial, eviction, interruption, claim or demand whatsoever, of, from, or by them, the said party of the first part, or their successors or assigns, or any person claiming or to claim, by, from, under or in trust for them or any of them, and that free and clear and freely and absolutely acquitted, exonerated, and for ever discharged or otherwise by the said party of the first part, or their successors and assigns, well and sufficiently saved kept harmless and indemnified of, from and against any and every former and other gift, bargain, sale, jointure,

dower, use, trust, entail, will, statute, recognizance, judgment, execution, extent, rent, annuity, forfeiture, entry and any and every other estate, title, charge, trouble and incumbrance whatsoever made, executed, occasioned or suffered by the said party of the first part, their successors and assigns, or by any person claiming or to claim from, under, or in trust for them or any of them, and also that after such default and such period of one calendar month has elapsed as aforesaid, that they, the said party of the first part, their successors and assigns, and all and every other person whomsoever having or claiming, or who shall or may hereafter have or claim any estate, right, title or interest whatsoever either at law or in equity, in, to, or out of the said lands and premises hereby conveyed or intended so to be, or any of them, or any part thereof by, from, under, or in trust for them or any of them, shall and will from time to time, and at all times hereafter upon every reasonable request and at the costs and charges of the said party of the second part, their successors and assigns, make, do, or execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances in the law whatsoever for the better, more perfectly and absolutely conveying and assuring the said lands and premises hereby conveyed or intended so to be, and every part thereof, with their appurtenances unto the said party of the second part, their successors or assigns, as by the said party of the second part, their successors and assigns, or their counsel learned in the law shall be reasonably devised, advised or required, so as no such further assurances contain or imply any further or other covenants or warranty, than against the acts and deeds of the person who shall be required to make or execute the same, and his heirs, executors or administrators only, and so as no person who shall be required to make or execute such assurances, shall be compellable for the making or executing thereof, to go or travel from his usual place of abode.

AND it is further declared and agreed by and between the parties to these presents, that if the said party of the first part, their successors and assigns, shall not pay to the said party of the second part, their successors and assigns, the said interest on the days and times, and in the manner and according to the true intent and meaning of the proviso hereinbefore in that behalf contained, and the said party of the second part, their successors and assigns, shall and may after any of the times limited for such payment has expired, have given to the said party of the first part, their successors and assigns, or have left for them at their office in the City of Toronto, notice in writing, demanding payment of such interest or such portion or instalment thereof as there may then be due, such notice to be addressed to the President of the parties of the first part, and one calendar month shall have

elapsed from the delivery or leaving of such notice without such payment having been made (of which latter default in payment as also of the continuance of the said principal money and interest, or some part thereof on this security, the production of these presents shall be conclusive evidence,) it shall and may be lawful to and for the said party of the second part, their successors and assigns, without any further consent or concurrence of the said party of the first part, their successors and assigns to sell and absolutely dispose of the said lands, hereditaments and premises, with the appurtenances in such way and manner as to them shall seem meet, and to convey and assure the same when so sold unto the purchaser or purchasers thereof, his, her or their heirs and assigns, or as he, she or they shall direct and appoint.

AND it is hereby declared and agreed that the said party of the second part, their successors and assigns shall stand seized and be possessed of the said lands, tenements and hereditaments, and of the rents and profits thereof until sale, and after sale of the proceeds therefrom arising upon trust, in the first place to deduct thereout all expenses which may be necessarily incurred in, and attend the execution of the trusts and powers hereby created, together with interest for the same. And after payment thereof to retain and pay unto and for them the said principal sum of three thousand seven hundred and fifty dollars, or so much thereof as shall then remain unsatisfied, and all interest then due and in arrear in respect thereof and after such payment, interest to pay or transfer the surplus (if any) of the said rents and profits or proceeds of the said sale unto the said party of the first part, their successors and assigns, and also to re-convey and assure such part of the said lands, hereditaments and premises as shall remain unsold for any of the purposes aforesaid unto the said party of the first part their successors and assigns, or as they shall direct or appoint.

AND it is hereby further declared and agreed that the receipts of the said party of the second part, their successors and assigns, shall be good and sufficient discharges for all monies therein expressed to have been received, and that the person or persons paying them any monies and taking such receipt, shall not afterwards be required to see to the application thereof nor be answerable or accountable for the misapplication or non-application of the same.

AND the said party of the second part do hereby for themselves, their successors and assigns, covenant, promise and agree to and with the said party of the first part, their successors and assigns, that no sale or notice of sale of the said lands, hereditaments and premises shall be made or given, nor shall any pro-

ceeding to get possession of the said lands be taken until such time as one calendar month's notice in writing as aforesaid, shall have been given to the said party of the first part, their successors or assigns, or have been left for them at their office in the City of Toronto, demanding payment of the interest monies, or the portion or instalment thereof which at that time shall be due, and the said party of the first part, their successors and assigns, shall have made default in payment of the same at the time, and also that the said party of the second part, their successors and assigns, shall and will at any time before such sale or sales shall take place on payment or tender by the said party of the first part, their successors and assigns, of the said interest, or the portion thereof which at the time of such tender shall be due and owing upon or by virtue of this security with all costs of or occasioned by such notice, and of any and every action or actions at law or in equity brought on this mortgage because of said default, desist from such sale, and all and every such action or actions, and stop all further proceedings thereon; and the same, and every, and each of them from the time of such tender and payment shall cease and determine, and the said default shall be by such payment or tender done away with as completely as if it had never taken place, and this security shall stand and continue to all intents and purposes as if such default had not been made, and so on from time to time as long as the party of the first part shall desire to continue the same.

PROVIDED always that until default shall be made in payment of the said interest, or of some portion or instalment thereof on some or one of the days and times hereinbefore limited for the payment thereof, and the said one calendar month shall have elapsed after such default and notice as hereinbefore provided, it shall be lawful for the said party of the first part, their successors and assigns, to hold, occupy, and enjoy the said lands, hereditaments, and premises with the appurtenances without any molestation, hindrance, interruption or denial, of, from, or by the said party of the second part, their successors or assigns, or any person claiming by, from, through, under or in trust for them or either of them.

PROVIDED lastly that they, the said party of the second part, their successors and assigns, shall not be answerable or accountable for any more monies than they shall actually receive by virtue of these presents, nor for any misfortune, loss, or damage which may happen to the said estate and premises in the execution of the trusts aforesaid, save and except the same shall happen by or through their own wilful neglect or default.

In witness whereof the said parties hereto have hereunto set their corporate seals on the day and year first above written.

Signed, sealed and delivered in the presence of	}	J. FERRIER,	} Seal.
		Chairman.	
		T. W. WOOD,	
E. A. D. PAYNE,	}	Secretary G. T. R. Co.	}
F. G. PALMER.			

F. H. MEDCALF,
Mayor.

A. T. McCORD,	} Seal.
Chamberlain.	
PRO. M. B. HICKS, Acting Chamberlain.	

**“Round House Block.” Correspondence, &c.
Forming Agreement.**

Toronto, Sept. 14th, 1863.

J. G. BOWES, Esq.,
Mayor of the City of Toronto, }
Toronto. }

SIR,—I have to acknowledge the receipt of a copy of the proceedings of the City Council under the corporate seal, in the matter of the settlements of the questions in dispute between the Grand Trunk Railway Company of Canada, and the Corporation of the City of Toronto, and which are embraced in the agreement made in Quebec on the 25th ult., by Mr. Brydges acting for the Company, and Mr. Alderman Sterling acting for the Corporation of the City of Toronto.

In confirming the agreement above referred to, the City have, I observe, inserted a clause expressing the purpose for which the Company are to get the land in question, namely, the Round House Block, bounded on the east by Peter Street, on the west by Brock Street, on the south by the Windmill Line, and on the north by the south side of Front Street, in the City of Toronto.

On behalf of the Grand Trunk Railway Company of Canada, I hereby consent to the addition so made to the above mentioned agreement.

This, under the Railway Clauses Act, closes the transaction—no further papers are necessary until the deed and mortgage.

Such being the case, the Company will pay the interest on the thirty-five thousand dollars as provided in the agreement at the rate of six per cent., and it will run, say from this date.

I am your obt. servant,

JOHN BELL,

Attorney and Solicitor for the Grand Trunk Railway Company
of Canada.

EXTRACT.

From report No. 6 of the Standing Committee on Wharves and Harbors for the year 1863, as amended and adopted in Council on the 9th September, 1863.

Your committee recommend the adoption by your Worshipful Council of the conditional agreement made by Alderman Sterling on behalf of the City with Mr. Brydges on the part of the Grand Trunk Railway Company (published in the report from the deputation to Quebec, presented to Council on the 31st ultimo) with the understanding that the right granted to lay down rails "on and across" Esplanade Street extends only to the right to "cross" Esplanade Street as their business may require, the suit in Chancery to be abandoned, each party paying their own costs. Provided always, and it is understood by the parties to this agreement, that the Corporation of the City of Toronto in agreeing to the sale made by this agreement to the Grand Trunk Railway Company, does not intend to give the said Railway Company, nor does the Company expect to receive the parcel of land agreed to be conveyed for any other purpose than those contemplated in the several orders in Council relating to the said lands.

City Clerk's Office,	}	CHARLES DALEY,
Toronto, Sept. 12, 1863.		

Seal of City } J. G. BOWES,	} A. T. McCORD,
of Toronto. } Mayor.	

Quebec, August 25th, 1863.

It is agreed that all questions between the City of Toronto and the Grand Trunk Railway Company, respecting the purchase of lands and payment for filling, shall be finally settled by the latter agreeing to the sum of \$35,000 as the price for the Round House Block, and water front in front thereof for the elevator, &c.

The previous agreement for wharves and harbors to be at once completed, at the amount fixed by Fleming's award, and the sum of \$35,000 to be secured by mortgage in the way and on the same terms as Wharves and Harbors agreement.

The Grand Trunk Company to have right to lay down tracks "on and across" Esplanade Street, between Peter and Brock Streets, to the full extent that their business may from time to time render necessary.

This agreement settles all matters in dispute for land and filling done between Brock Street and Dr. Rees' property, adjoining Simcoe Street.

The patent for the Round House Block on the above conditions, to issue to the City, the deed to the Grand Trunk to be the usual deed of bargain and sale, and to convey the lands in question free from all charges, that is, by a clear title, the usual mortgage to be made in return on the same terms as mentioned above.

(Signed)

C. J. BRYDGES,
For G. T. R. R. Co.

(Signed)

JOHN STERLING,
For City of Toronto.

Patent for Round House Block. Dated June 13th,
1864. Registered June 14th, 1864.

Seal of Province }
of Canada. }

MONCK.

PROVINCE OF CANADA. }
VICTORIA, by the grace of God }
of the United Kingdom of Great }
Britain and Ireland, QUEEN, de- } *To all to whom these presents*
fender of the faith, etc., etc., etc. } *shall come Greeting.*

KNOW YE, that amongst the Rolls and Records in the
Registrar's Office of the Province of Canada, in Lib. I. K., Folio
150, it is thus contained, to wit :

MONCK.

PROVINCE OF CANADA. }
VICTORIA, by the grace of God }
of the United Kingdom of Great }
Britain and Ireland, QUEEN, de- } *To all to whom these presents*
fender of the faith, etc., etc., etc. } *shall come Greeting.*

WHEREAS, the Corporation of the City of Toronto, under
certain orders of our Governor in Council of our said Province,
and a certain license of occupation being dated on the 29th day
of March, in the year of our Lord one thousand eight hundred
and fifty-three, under the hand and sea' of our then Governor,
entered into possession of certain lands and premises in the said
city (whereof the lands hereby intended to be given and granted
form part) for the formation of an Esplanade.

And whereas, the Corporation of the City of Toronto, in
pursuance of the authority conferred upon them, in and by cer-
tain statutes of our said Province proceeded to the construction
of an Esplanade in and upon or adjoining the said lands.

And whereas, the Grand Trunk Railway Company of Can-
ada, subsequently entered into possession of the land and prem-
ises hereby intended to be given and granted, and erected certain
buildings on the same, or on some part thereof for the purposes
of the said Railway.

And whereas, divers negotiations and transactions, have
from time to time been entered into between the City of Toronto,
and the Grand Trunk Railway Company of Canada, in respect to
matters arising out of or connected with the said lands and prem-

ises hereinafter described and intended to be hereby given and granted.

And whereas, it is represented to us, that for the purpose of settling long pending disputes between the Grand Trunk Railway Company of Canada, and the Corporation of the City of Toronto respecting the lands hereinafter described, and other matters affecting the same, the following agreement was entered into between the said parties, in these words :

QUEBEC, August 25th, 1863.

“It is agreed that all questions between the City of Toronto and the Grand Trunk Railway Company respecting the purchase of lands and payment for filling, shall be finally settled by the latter agreeing to the sum of thirty-five thousand dollars, as the price for the Round House Lot and water front in front thereof for the elevators, &c. The previous agreement for wharves and harbours to be at once completed at the amount fixed by Fleming’s award, and the sum of thirty-five thousand dollars to be secured by mortgage in the way and on the same terms as Wharves and Harbour agreement. The Grand Trunk Company to have the right to lay down tracks on and across Esplanade Street, between Peter and Brock Streets, to the full extent that their business may from time to time render necessary. This agreement settles all matters in dispute for lands and filling done between Brock Street and Dr. Rees’ property adjoining Simcoe Street. The patent for the Round House Block on the above conditions to issue to the City. The deed to the Grand Trunk to be the usual deed of bargain and sale, and to convey the lands in question free from all charges, that is, by a clear title ; the usual mortgage to be made in return on the same terms as mentioned above. The above agreement only includes the filling done on the Round House Block; and on the lands covered by the agreement of the third and twenty-third day of December, 1862, and no others, and the words ‘on and across Esplanade Street’ shall extend only to the right to cross the Esplanade Street as the business of the Grand Trunk Railway Company may require.”

And whereas, we are willing and desirous that the said agreement should be carried out. Now therefore, know ye, that in consideration of the premises, and in aid and furtherance of the hereinafter recited agreement, We of our special grace, certain knowledge and mere motion, have given and granted, and by these presents do give and grant unto the Corporation of the City of Toronto, their successors and assigns, all that certain tract and parcel of land in the above recited agreement mentioned and described as “the Round House Block;” that is to say, all that tract

or parcel of land situate in the said City of Toronto, and bounded on the north by the south side of Front Street, on the south by the line known as the "Windmill Line," on the east by the west side of Peter Street, and on the west by the east side of Brock Street, and containing by admeasurement ten acres, be the same more or less, saving and excepting thereout, and reserving to the Great Western Railway Company of Canada, their successors and assigns, (upon payment to the Grand Trunk Railway Company of Canada, of such sum of money as compensation therefor, as may be ascertained as hereinafter provided,) a right of way in, through and upon the piece or parcel of land hereinbefore provided, and hereby given and granted for the purposes of a railway track. And which said right of way is hereby defined and prescribed to consist in a width of six feet, produced on either side from the centre of the Railway track, as heretofore laid down between Peter Street and Brock Street, hereinbefore mentioned, by the Great Western Railway Company of Canada, and now occupied and used by the last mentioned Company for such purposes, and a plan of which said Railway track, whereof such right of way is hereby reserved, shall be made and certified by a duly qualified land surveyor, and filed or deposited within a period of six months from the date of these our letters patent in the office of our Provincial Registrar, and in the Registry Office of the City of Toronto aforesaid, and which said right of way, as herein defined and prescribed, shall be liable from time to time, to be varied by the substitution of a right of way, to the same extent as aforesaid, to the said Company for railway purposes, in, through and upon such other portion of the said piece or parcel of land between Peter Street and Brock Street, hereinbefore mentioned and hereby given and granted as may be agreed upon between the Grand Trunk Railway Company of Canada, their successors and assigns, and the Great Western Railway Company of Canada, their successors and assigns, or in case of disagreement may be determined by arbitration as hereinafter mentioned, and which said right of way (upon payment therefor as hereinbefore mentioned) whether as hereinbefore defined and prescribed, or if varied as hereinbefore mentioned, shall be held, used and enjoyed by the said the Great Western Railway Company of Canada, subject to the right, condition and power of the Grand Trunk Railway Company of Canada, to cross such right of way, and the track of the said the Great Western Railway Company of Canada, thereon existing, as often and in such manner as may be necessary for the purposes of their business. And also subject to payment by the Great Western Railway Company of Canada, their successors and assigns, to the Corporation of the Grand Trunk Railway Company of Canada, their successors and assigns, of such sum of money as shall be reasonable and adequate compensation therefor. And as to which right of way, hereinbefore reserved, whether the same

be that defined and prescribed or varied as hereinbefore mentioned or the crossing thereon by the Grand Trunk Railway Company of Canada, or upon the track thereon existing, or the points or manner of such crossing or the amount of compensation to be paid by the Great Western Railway Company of Canada, as aforesaid, any disagreement shall be determined by arbitration and award, to be originated and conducted under, and in pursuance of the sixty-sixth Chapter of the Consolidated Statutes of Canada, entitled "An Act respecting Railways," to have and to hold the same and every part thereof unto the said The Corporation of the City of Toronto, their successors and assigns forever, saving, excepting, and reserving, nevertheless, unto us, our heirs and successors all mines of gold and silver, and the free uses, passage and enjoyment of, in over and upon all navigable waters that shall or may be hereafter found on, or under, or be flowing through or upon any part of the said piece or parcel of land hereby granted as aforesaid; subject, however, to and upon the express trusts and conditions following, that is to say:

Firstly. That no claim or demand of any kind or nature soever shall be made or preferred by the Corporation of the City of Toronto, their successors or assigns, or by the Grand Trunk Railway Company of Canada, their successors or assigns or any party claiming, by, from, through or under them, or any or either of them, upon or against us, our heirs and successors in respect of the said lands and premises hereby given and granted, or in respect of any work, labor or money made, expended and laid out, or liabilities incurred in respect thereof by them or either of them, in or upon the lands and premises hereby given and granted, or the levelling, excavation or filling up of the same or any part thereof, whether in the construction of an Esplanade in, or upon, or adjoining the said lands and premises, or in the preparation of the same for Railway purposes or otherwise, howsoever.

And further, that the grant made by these our letters patent, is and shall be held and taken in full release and discharge of any alleged or possible claim or demand of any nature or kind soever as aforesaid which might or may be made by the Corporation of the City of Toronto, or the Grand Trunk Railway Company of Canada, or either of them.

Secondly. That they the Corporation of the City of Toronto, do and shall with all reasonable dispatch carry out the agreement hereinbefore recited, and do upon the terms therein expressed for the purposes of their Railway convey to the Grand Trunk Railway Company of Canada, their successors and assigns all the lands hereinbefore described and hereby given and granted,

Deed dated June 22nd, 1864 Registered June
25th, 1864.

THIS INDENTURE made this twenty-second day of June, in the year of our Lord one thousand eight hundred and sixty-four, by and between the Corporation of the City of Toronto, of the first part, and the Grand Trunk Railway Company of Canada, of the second part.

WHEREAS, under a patent from the Crown, the party of the first part hold the lands hereinafter described in trust to convey the same to the party of the second part, upon the terms in the said patent mentioned for the consideration of thirty-five thousand dollars to be secured by way of mortgage upon the said premises as a first charge or lien thereon, the mortgage to be conditioned, that so long as the party of the second part pay the interest upon the said principal money in the manner and at the times agreed upon, they may retain and keep the said purchase money in their hands.

AND WHEREAS, the parties hereto are desirous of consummating the said agreement and carrying out the said trusts.

THEREFORE this indenture witnesseth that for and in consideration of the said sum of thirty-five thousand dollars so to be secured by way of mortgage as aforesaid, and in consideration of the premises aforesaid, and in pursuance of the trusts in the said patent mentioned and specified, they the party of the first part have and hereby do bargain, sell, assign, transfer, enfeoff, convey and confirm unto the party of the second part, all that certain tract and parcel of land and premises, situate, lying and being in the City of Toronto, in the County of York, and Province of Canada, and more particularly described as follows, that is to say: All that tract or parcel of land bounded on the north by the south side of Front Street, on the south by the line known as the Windmill Line, on the east by the line of the west side of Peter Street, and on the west by the line of the east side of Brock Street, and containing by admeasurement ten acres, be the same more or less, together with all houses, ways, waters and water-

courses, rights, privileges and appurtenances, thereunto belonging or in anywise appertaining, saving and excepting thereout the hundred feet across the lot known as the Esplanade, and also subject to the reservations of the patent, part whereof are expressed in these words : " Saving and excepting thereout, and reserving " to the Great Western Railway Company of Canada, their successors and assigns, (upon payment to Grand Trunk Railway " Company of Canada, of such sum of money as compensation " therefor, as may be ascertained as hereinafter provided) a right " of way, in, through and upon the piece or parcel of land here- " inbefore mentioned, and hereby given and granted for the pur- " poses of a Railway Track, and which said right of way is here- " by defined and prescribed to consist in a width of six feet, " produced on either side from the centre of the Railway Track, " as heretofore laid down between Peter Street and Brock Street, " hereinbefore mentioned by the Great Western Railway Company " of Canada, and now occupied and used by the last mentioned " Company for such purposes, and a plan of which said Railway " Track, whereof such right of way is hereby reserved shall be made " and certified by a duly qualified Land Surveyor, and filed or de- " posited within a period of six months from the date of these our " letters patent, in the office of our Provincial Registrar, and in the " Registry Office of the City of Toronto aforesaid, and which said " right of way as herein defined and prescribed, shall be liable from " time to time to be varied by the substitution of a right of way " to the same extent as aforesaid, to the said Company for Railway " purposes, in, through and upon such other portion of the said " piece or parcel of land between Peter Street and Brock Street " hereinbefore mentioned, and hereby given and granted, as may " be agreed upon between the Grand Trunk Railway Company of " Canada, their successors and assigns, and the Great Western " Railway Company of Canada, their successors and assigns, or " as in case of disagreement may be determined by arbitration as " hereinafter mentioned, and which right of way (upon payment " therefore as hereinbefore mentioned) whether as hereinbefore de- " fined and prescribed, or if varied as hereinbefore mentioned, " shall be held, used and enjoyed by the said the Great Western " Railway Company of Canada, subject to the right, condition and " power of the Grand Trunk Railway Company of Canada, to cross " such right of way and the track of the said the Great Western " Railway Company of Canada, thereon existing as often and in " such manner as may be necessary for the purposes of their " business, and also subject to payment by the Great Western " Railway Company of Canada their successors and assigns, to the " Corporation of the Grand Trunk Railway Company of Canada " their successors and assigns, of such sum of money as shall be " reasonable and adequate compensation therefor, and as to which " right of way hereinbefore reserved, whether the same be that de-

“fined and prescribed or varied as herein before mentioned, or, the “crossing thereon by the Grand Trunk Railway Company of “Canada, or upon the track thereon existing, or the points or “manner of such crossing, or the amount of compensation to be “paid by the Great Western Railway Company of Canada as “aforesaid, any disagreement shall be determined by arbitration “and award, to be originated and conducted under and in pursuance of the sixty-sixth Chapter of the Consolidated Statutes of “Canada entitled, An Act respecting Railways,” to have and to hold the same and every part thereof unto the said party of the second part, their successors and assigns, to the use of the party of the second part, their successors and assigns for ever. And that the party of the first part hereby for themselves, their successors and assigns, covenant, promise and agree to and with the party of the second part, their successors and assigns, in manner following, that is to say :—

THAT for and notwithstanding any act, deed, matter, or thing by the said party of the first part, done, executed, or committed or knowingly or wilfully permitted or suffered to the contrary, they, the said party of the first part now have in themselves, good right, full power, and absolute authority to convey the said lands and other the premises hereby conveyed or intended so to be, with their and every of their appurtenances, unto the said party of the second part, in manner aforesaid and according to the true intent and meaning of these presents, and that it shall be lawful notwithstanding any such act, deed, matter, or thing, for the said party of the second part, their successors and assigns from time to time, and at all times hereafter, peaceably and quietly to enter upon, have, hold, occupy, possess, and enjoy the said lands and premises hereby conveyed or intended so to be with their and every of their appurtenances, and to have, receive and take the rents, issues, and profits thereof, and of every part thereof, to and for their own use and benefit, without any let, suit, trouble, denial, eviction, interruption, claim, or demand whatsoever of, from, or by them, the said party of the first part, or their successors or assigns, or any person claiming or to claim by, from, under, or in trust for them or any of them. And that free and clear and freely and absolutely acquitted, exonerated, and forever discharged or otherwise by the said party of the first part, or their successors and assigns, well and sufficiently saved, kept harmless, and indemnified, of, from, and against any and every former and other gift, grant, bargain, sale, jointure, dower, use, trust, entail, will, statute, recognizance, judgment, execution, extent, rent, annuity, forfeiture, re-entry, and every other estate, title, charge, trouble, and encumbrances whatsoever made, executed, occasioned, or suffered by the said party of the first part, their successors and

assigns, or by any person claiming, or to claim, by, from, under, or in trust for them or any of them. And lastly, that they, the said party of the first part, their successors and assigns, and all and every other person having or claiming, or who shall or may hereafter have or claim any estate, right, title or interest whatsoever, either at law or in equity, in, to or out of the said lands and premises hereby conveyed or intended so to be, or any of them, or any part thereof, by, from, under, or in trust for them or any of them, shall and will from time to time, and at all times hereafter, upon every reasonable request and at the costs and charges of the said party of the second part, their successors and assigns, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances, and assurances in the law whatsoever for the better, more perfectly and absolutely conveying and assuring the said lands and premises hereby conveyed or intended so to be, and every part thereof with their appurtenances unto the said party of the second part, their successors and assigns, in manner aforesaid as by the said party of the second part, their successors or assigns, or by their counsel learned in the law, shall be reasonably devised, advised or required, so as no such further assurance contain or imply any further or other covenant or warranty, than against the acts and deeds of the person who shall be required to make or execute the same, and his heirs, executors, or administrators only; and as no person who shall be required to make or execute such assurances shall be compellable for the making or executing thereof, to go or travel from his usual place of abode.

IN WITNESS whereof the said parties to these presents have hereunto set their hands and affixed their corporate seals the day and year first above written.

Signed, sealed and delivered }
by the within named party of }
the first part, in presence of }

J. W. HETHERINGTON,
F. H. MEDCALF, Mayor.
A. T. McCORD, Chamberlain.

{ Seal of City
{ of Toronto.

**Mortgage for securing Payment of \$35,000, and
Interest. Dated June 22nd, 1864.
Registered June 22nd, 1864.**

THIS INDENTURE, made the twenty-second day of June, in the year of our Lord one thousand eight hundred and sixty-four, by and between the Grand Trunk Railway Company of Canada of the first part, and the Corporation of the City of Toronto of the second part.

Whereas the Crown did, by letters patent grant the lands hereinafter described to the party hereto of the second part, upon trust to convey the same to the party hereto of the first part for the consideration hereinafter named, and upon the terms in the said Patent expressed.

And whereas the said party of the second part have by deed bearing even date herewith in pursuance of the said trusts in said Patent expressed, conveyed the said lands hereinafter described to the party hereto of the first part for the sum of thirty-five thousand dollars, to be secured and paid as is hereinafter set forth.

Therefore this Indenture witnesseth that in pursuance of the agreement set out and recited in the said letters Patent, and for the consideration of thirty-five thousand dollars of lawful money of Canada, the purchase money of said lands so to be secured by mortgage as aforesaid and as is above recited, and which purchase money is to be the first lien and charge upon the said lands as aforesaid, they, the party of the first part have and hereby do bargain, sell, assign, transfer, enfeoff, convey and confirm unto the party of the second part.

All that parcel or tract of land and premises in the City of Toronto, which may be described as follows, that is to say :—

All that tract and parcel of land in the said City of Toronto, bounded on the north by the south side of Front Street, on the south by the line known as the Windmill Line, on the east by the west side of Peter Street, and on the west by the east side of Brock Street, and containing by admeasurement ten acres be the same more or less, together with all houses, ways, waters and watercourses, rights, privileges and appurtenances thereunto belonging or in any wise appertaining, saving and excepting thereout the hundred feet across the said lot known as the Esplanade, and subject to the reservations of the Patent part whereof are expressed in these words, that is to say: Saving and excepting thereout and reserving to the Great Western Railway Company of Canada, their successors and assigns (upon payment to the Grand Trunk Railway Company of Canada of such sum of money as compensation therefor as may be ascertained as hereinafter provided) a right of way in, through and upon the piece or parcel of land hereinbefore mentioned, and hereby given and granted for the purpose of a Railway track, and which said right of way is hereby defined and prescribed to consist in a width of six feet, produced on either side from the centre of the Railway track as hereinbefore laid down between Peter Street and Brock Street, hereinbefore mentioned by the Great Western Railway Company of Canada, and now occupied and used by the last mentioned Company for such purposes, and a plan of which said Railway track whereof a right of way is hereby reserved shall be made and certified by a duly qualified land surveyor and filed or registered within a period of six months from the date of the said letters patent in the office of the Provincial Registrar, and in the Registry Office of the City of Toronto aforesaid, and which said right of the way as herein defined and prescribed, shall be liable from time to time to be varied by the substitution of a right of way to the same extent as aforesaid to the said Company for Railway purposes in, through and upon such other portion of the said piece or parcel of land between Peter Street and Brock Street hereinbefore mentioned and hereby given and granted as may be agreed upon between the Grand Trunk Railway Company of Canada, their successors and assigns, and the Great Western Railway Company, their successors and assigns, or as in case of disagreement may be determined by arbitration as hereinafter mentioned, and which said right of way (upon payment therefor as hereinbefore mentioned whether as hereinbefore defined and prescribed, or if varied as hereinbefore mentioned) shall be held, used and enjoyed by the Great Western Railway Company of Canada, subject to the right, condition and power of the Grand Trunk Railway Company of Canada, to cross such right of way and the track of the said Great Western Railway Company of

Canada thereon existing as often and in such manner as may be necessary for the purposes of their business, and also subject to payment by the Great Western Railway Company of Canada, their successors and assigns to the Corporation of the Grand Trunk Railway Company of Canada, their successors and assigns of such sum of money as shall be reasonable and adequate compensation therefor, and as to which right of way hereinbefore reserved, and whether the same be that defined and prescribed or varied as hereinbefore mentioned, or the crossing thereon by the Grand Trunk Railway Company of Canada or upon the track thereon existing or the points or manner of such crossing, or the amount of compensation to be paid by the Great Western Railway Company of Canada as aforesaid. Any disagreements shall be determined by arbitration and award to be originated and conducted under and in pursuance of the sixty-sixth chapter of the Consolidated Statutes of Canada, entitled "An Act respecting Railways."

To have and to hold the same and every part thereof unto the said party of the second part, their successors and assigns, to the use of the said party of the second part, their successors and assigns for ever.

Provided nevertheless, that if the said party of the first part their successors and assigns do and shall well and truly pay or cause to be paid unto the said party of the second part, their successors and assigns, the interest upon the sum of thirty-five thousand dollars at the rate of six per cent. per annum, computing from the said thirteenth day of September, now last past; such payment to be made half yearly, on the thirteenth day of March and the thirteenth day of September, in each and every year, computing as aforesaid, the payment due on the thirteenth day of March now last past, having been paid before the execution hereof, and shall and do at any time during the continuance of this mortgage pay up all arrears of interest, and pay the said principal money, then, and in such case this mortgage and everything herein contained shall be null and void, it being the condition upon which this mortgage is given, that so long as the said interest is paid at the rate aforesaid and in the manner aforesaid, that the principal money above mentioned shall remain in the hands of the party of the first part, and that the party of the second part, their successors and assigns shall not have the right to take proceedings to collect or get in the said principal money until after the party of the first part shall have made default in making such payments of interest, and such default shall have continued for the period one month after such payments of interest or any of them shall have become due and payable.

Provided also that the party of the first part, their successors and assigns shall have the right at any time to pay up the principal money and interest at the rate aforesaid, to the time of making such payment. And in such case the party of the second part will at once discharge this mortgage or assign the same to such person or persons as the party of the first part may direct

And the party of the first part hereby for themselves, their successors and assigns, covenant, promise and agree to and with the said party of the second part, their successors and assigns, that they will well and truly pay or cause to be paid to the party of the second part, their successors or assigns, the said interest at the rate aforesaid in half-yearly payments on the days and times, and in manner in the said proviso mentioned without any deduction or abatement whatever, according to the true intent and meaning of these presents, and will in the case above supposed of default in the payment of interest which shall have continued for the period of one month, (which is a calendar month) pay the principal money.

And also that, for and notwithstanding any act, deed, matter, or thing by the said party of the first part done, executed, or committed, or knowingly, or willfully permitted or suffered to the contrary, they, the said party of the first part now have in themselves good right, full power and lawful and absolute authority to convey the said lands and other the premises hereby conveyed or intended so to be with their and every of their appurtenances unto the said party of the second part in manner aforesaid and according to the true intent of these presents, and that it shall be lawful, notwithstanding after default shall have been made in payment of the said interest or any part thereof on the days and times at the rate and in the manner contrary to the proviso hereinbefore contained, and the period of one calendar month shall have elapsed after the making of such default for the said party of the second part, their successors and assigns, from time to time and at all times thereafter peaceably and quietly to enter upon, have, hold, use, occupy, possess and enjoy the said lands and premises hereby conveyed or intended so to be with their and every of their appurtenances, and to have, receive, and take the rents, issues and profits thereof, and of every part thereof to and for their own use and benefit without any let, suit, trouble, denial, eviction, interruption, claim or demand whatsoever, of, from or by them, the said party of the first part, their successors or assigns, or any person claiming or to claim by, from, under or in trust for them or any of them. And that free, and clear, and freely and absolutely acquitted, exonerated and for ever discharged or otherwise, by the said party of the first part, their successors or

assigns, well and sufficiently saved, kept harmless, and indemnified of, from, and against any and every former and other gift, grant, bargain, sale, jointure, dower, use, trust, entail, will, statute, recognizance, judgment, execution, extent, rent, annuity, forfeiture, entry, and any and every other estate, title, charge, trouble, and incumbrance whatsoever made, executed, occasioned, or suffered by the said party of the first part, their successors or assigns, or by any person claiming or to claim by, from, under, or in trust for them or any of them.

And also that after such default and such period of one calendar month has elapsed as aforesaid, that they, the said party of the first part, their successors and assigns, and all and every other person whomsoever having or claiming, or who shall or may hereafter have or claim any estate, right, title, or interest whatsoever either at law or in equity, in, to, or out of the said lands and premises hereby conveyed or intended so to be, or any of them or any part thereof, by, from, under, or in trust for them or any of them, shall and will from time to time, and at all times hereafter upon every reasonable request and at the costs and charges of the said party of the second part, their successors and assigns, make, do, and execute, or cause to be made, done, and executed, all such further and other lawful acts, deeds, things, devices, conveyances, and assurances in the law whatsoever for the better, more perfectly and absolutely conveying and assuring the said lands and premises hereby conveyed or intended so to be, and every part thereof with their appurtenances unto the said party of the second part, their successors and assigns, in manner aforesaid as by the said party of the second part, their successors or assigns, or their counsel learned in the law, shall be reasonably devised, advised, or required so as no such further assurances contain or imply any further or other covenants or warranty than against the acts and deeds of the person who shall be required to make and execute the same and his heirs, executors, and administrators only, and so as no person who shall be required to make or execute such assurances shall be compellable for the making or executing thereof, to go or travel from his usual place of abode.

And it is further declared and agreed by and between the parties to these presents, that if the said party of the first part, their successors or assigns, shall not pay to the said party of the second part, their successors or assigns, the said interest on the days and times, and in manner and according to the true intent and meaning of the proviso hereinbefore in that behalf contained, and the said party of the second part, their successors and assigns, shall and may after any of the times limited for such payment has expired have given to the said party of the first part, their successors and assigns, or have left for them at their

office in the City of Toronto, notice in writing demanding payment of the said interest or such portion or instalment thereof as there may be then due, such notice to be addressed to the President of the said parties of the first part, and one calendar month shall have elapsed from the delivery or leaving of such notice without such payment having been made (of which latter default in payment as also of the continuance of the said principal money and interest or some part thereof, on this security the production of these presents shall be conclusive evidence) it shall and may be lawful to and for the said party of the second part, their successors and assigns, without any further consent or concurrence of the said party of the first part, their successors and assigns, to sell and absolutely dispose of the said lands, hereditaments, and premises with the appurtenances in such way and manner as to them shall seem meet, and to convey and assure the same when so sold unto the purchaser or purchasers, his, her, or their heirs and assigns, or as he or they shall direct and appoint.

And it is hereby declared and agreed that the said party of the second part, their successors and assigns, shall stand seized, and be possessed of the said lands, tenements, and hereditaments, and of the rents and profits thereof until sale and after sale of the proceeds therefrom arising: Upon trust in the first place to deduct thereout all expenses which may be necessarily incurred in, and attend the execution of the trusts and powers hereby created together with interest for the same, and after payment thereof to retain and pay unto and for them, the said principal sum of thirty-five thousand dollars, or so much thereof as shall then remain unsatisfied and all interest then due and in arrear in respect thereof, and after such payment in trust, to pay or transfer the surplus (if any) of the rents and profits or proceeds of the said sale unto the said party of the first part, their successors and assigns, and also to re-convey and assure such part of the said lands, hereditaments, and premises as shall remain unsold for any of the purposes aforesaid unto the said party of the first part, their successors and assigns, or as they shall direct. And it is hereby further declared and agreed that the receipts of the said party of the second part, their successors and assigns, shall be good and sufficient discharges for all moneys therein expressed to have been received, and that the person or persons paying them any monies and taking such receipt shall not afterwards be required to see to the application thereof, nor be answerable or accountable for the misapplication or nonapplication of the same.

And the said party of the second part do hereby for themselves, their successors and assigns covenant, promise and agree to and with the said party of the first part, their successors and

assigns, that no sale or notice of sale of the said lands, hereditaments, and premises shall be made and given until such time as one calendar months' notice in writing as aforesaid, shall have been given to the said party of the first part, their successors or assigns, or have been left for them at their office in the City of Toronto, demanding payment of the interest monies or the portion or instalment thereof, which at that time shall be due and the said party of the first part, their successors and assigns, shall have made default in payment of the same at that time.

And also that they, the said party of the second part, their successors and assigns, shall and will at the expense of the said party of the first part, their successors and assigns, at any time before such sale or sales shall take place on payment or tender by the said party of the first part, their successors or assigns, of the said interest or the portion thereof which at the time of such tender shall be due and owing upon or by virtue of this security with all costs as aforesaid, that is, which may have been incurred in any action or actions, and by notice of sale desist from such sale, and the said default shall be by such payment done away with, and this security shall stand and continue to all intents and purposes as if such default had not been made, and all and every action either at law or in equity to enforce payment of principal and interest, or either, or for possession of said premises shall thereupon cease and be determined and so on from time to time, so long as the party of the first part shall desire to continue the same.

Provided always that until default shall be made in payment of the said interest or of some portion or instalment thereof on some or one of the days and times hereinbefore limited for the payment thereof, and the said one calendar month shall have elapsed after such default as hereinbefore provided, it shall be lawful for the said party of the first part, their successors and assigns, to hold, occupy, and enjoy the said lands, hereditaments, and premises with the appurtenances, without any molestation, hindrance, interruption, or denial, of, from, or by the said party of the second part, their successors or assigns, or any person claiming by, from, through, under, or in trust for them or either of them.

Provided lastly that they, the said party of the second part their successors or assigns, shall not be answerable or accountable for any more monies than they shall actually receive by virtue of these presents, nor for any misfortune, loss or damage, which may happen to the said estate and premises in the execution of the trusts aforesaid, save and except the same shall happen by or through their own wilful neglect or default.

In witness whereof, the said parties of the first and second parts have hereunto affixed their corporate seals on the day and in the year first above written.

The Grand Trunk Railway }
 Company of Canada by }
 C. J. BRYDGES, }
 Managing Director. }

T. WOOD,
 Secretary.

{ Seal }

F. H. MEDCALF, Mayor.
 A. T. McCORD, Chamberlain.

{ Seal }

Signed, sealed and deliv- }
 ered in the presence of }

Wm. WAINWRIGHT,
 E. A. D. PAYNE.

**Land between York and Simcoe Streets. For
Patent covering this lot see Appendix "A."**

—
Resolution of City Council, dated May 14th, 1866.
—

RESOLVED that the Chamberlain of the City of Toronto do forthwith affix the Corporation Seal of the said City to the agreement between the Corporation of the City of Toronto, and the Grand Trunk Railway Company of Canada, respecting certain lands situated in this city between Simcoe and York Streets, and south of Front Street, and which lands are described in said agreement, and which agreement with the said Company is authorized by a resolution of this Council and has been approved by the Wharves and Harbors Committee, and the city solicitors, pursuant to the said resolution, and that the said seal be also forthwith affixed to a copy of this resolution.

Toronto, City Clerk's office, May 15th, 1866. JOHN J. VICKERS, President of the Council at the meeting thereof on the 14th day of May, 1866.	}	Adopted in Council, May 14th, 1866. STEPHEN RADCLIFF, Assistant C. C. C.
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I certify this is not incorrect.

F. H. MEDCALF,
Mayor.
A. T. McCORD,
Chamberlain.

{ Seal of City
of Toronto.

Agreement. Dated May 15th, 1866.

THIS AGREEMENT made this fifteenth day of May, in the year of our Lord one thousand eight hundred and sixty-six.

BY and between the Corporation of the City of Toronto, of the first part, and the Grand Trunk Railway Company of Canada, of the second part.

WITNESSETH that the said parties have agreed as follows, that is to say : That the party of the second part, hereinafter called the Company, have agreed to purchase, and the party of the first part, hereinafter called the City, have agreed to sell and convey, and hereby do agree to sell and convey subject to the contingency hereinafter mentioned. All that part of the Water Lots in the City of Toronto, north of Esplanade Street, and situate between Simcoe and York Streets, the north line to be a parallel line to Front Street, and to be fixed about one hundred and fifty feet south thereof ; upon the terms and subject to the conditions following, that is to say :—

THAT the price for the said lands shall be twenty thousand dollars ; that the City will surrender to the Crown if necessary the present grant which they hold of the said Water Lots in so far as it relates to the above described lands, on condition that the Crown will grant the said lands in fee to the City or the Company as may be thought best.

THAT in case the patent issues to the Company direct, then the Company will execute and deliver to the City a mortgage in fee with the usual covenants, but conditioned for payment in all respects the same as the mortgage heretofore granted by the Company to the City for the lands bought by the Company from the City, and known as the Round House Block, that is, that the Company paying the interest at the rate of six per cent. per annum half-yearly, the principal money shall not be payable in the option of the Company until they elect to do so, the conditions, provisions and stipulations in this respect to be the same as in the mortgage referred to, the patent to contain conditions that the land in question is only to be used for a Passenger Railway Station for the City of Toronto.

IN case the new grant issues to the City, they are to give a deed free from incumbrances, and take a mortgage as provided above similar in all respects. The Company are to procure the said grant which they undertake to do on said surrender being made.

THAT the Company may at once take possession, and that from this date the said interest shall be payable and the Company may at once proceed with their works upon the said premises.

THE effect of this agreement shall be, that upon and after the execution hereof the Company will hold under this agreement only.

THE Company agree to surrender to the City any lease or leases they now hold, and that the covenants respecting said premises now held by both parties hereto, and to said lease or leases are by this agreement ended, and all liability on either party thereunder is by this agreement also determined and ended.

EACH of the above parties hereto covenants and agrees with the other to abide by, perform and keep the other agreement in all respects, and to perform the same.

IT is agreed also that as the above described land is to be used for the purpose of a passenger station, that the Company and those Companies who may use the said station may and shall have the right to cross Esplanade Street with their tracks as often and in the manner required for the proper working of the traffic in and out of the said station in the most safe and convenient manner.

THE Company agree that they will permit and allow any other Railway Company to enter upon the station to be erected upon the said premises for the purpose of making the same a terminal station at Toronto; the privilege to be given on such terms as to rent and otherwise as said Company and such other Company or Companies may agree upon, or on failure of agreement as may be fixed by arbitration.

PROVIDED always, and it is expressly declared and agreed that while the City will by all reasonable acts assist in obtaining the said patent from the Crown in the form necessary to the carrying out of the said agreement in its true spirit and meaning, still the Company assume the whole trouble and expense of getting the new patent from the Crown, or of such legislation as may be found necessary in case legislation has to be resorted to, and that in case of failure to get the patent in a form to authorize the carrying out of the sale in the manner above agreed upon, or of

legislation authorizing a conveyance in accordance with the terms of this agreement, that in such case this agreement shall cease and be void, and each party shall revert to their former position as it was before this agreement was made.

AND further that the provisions of this agreement shall be carried out with all reasonable despatch.

AND further that nothing in this agreement contained shall be taken as conveying the idea that the mortgage now held by Mrs. Hancox, of Bath, in this Province, or any other person on one of the Water Lots, a part of which is covered by this agreement, is to be paid by the Company, or that the said mortgage forms any part of the said consideration money, or that the City are directly or indirectly, or in any way liable for the said mortgage, or any part thereof, or that they directly or indirectly assume any responsibility in respect thereof, or of any part thereof. But nevertheless the Company covenant with the City to save the City harmless against the said mortgage and all monies payable thereunder or any mortgage on said premises whoever may have the same.

AND also that before this agreement is delivered the Company do pay all rents upon any part of the said lands held by them as tenants to the date hereof.

IN witness whereof the said parties hereto have hereunto affixed their respective corporate seals the day and year first above written.

Signed, sealed and delivered in presence of }	A. T. McCord, Chamberlain.	{ Seal of City of Toronto.
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**Release and Surrender. Mary Hancox to the City
of Toronto. Dated February 29th, 1868.**

It is understood between the parties to the within release that the within named the City of Toronto, shall not be called upon to pay the sum of fifty pounds mentioned within. Dated this 11th May, 1868.

BLAKE, KERR & WELLS,
Solicitors for G. T. R.

This deed made this twenty-ninth day of February in the year of our Lord one thousand eight hundred and sixty-eight, by and between Mary Hancox of the Village of Bath, in the County of Lennox and Addington, widow and executrix as also devisee of the late Orton Hancox of the same place, Esquire, of the first part, and the Corporation of the City of Toronto of the second part.

WHEREAS, heretofore the party of the second part, leased certain Water Lots situate south of Front Street, and between York and Simcoe Streets in the City of Toronto, described as hereinafter contained, to one James McGill Strachan of the City of Toronto, Esquire, who afterwards in due form of law assigned the said lease to one James Lukin Robinson, of Toronto, Esquire, who afterwards assigned the said lease to one John Beverly Robinson, of the City of Toronto, Esquire.

AND whereas the said John Beverly Robinson did afterwards mortgage his interest in the said Water Lots to one George Romanes for a large sum of money, which said mortgage he the said Romanes afterwards assigned to the late Orton Hancox above named who before the execution hereof was deceased.

AND whereas the party hereto of the first part, is the devisee and executrix of the said Orton Hancox, and as such is now possessed of the said above mentioned mortgage and is entitled to all the monies due and payable thereunder.

AND whereas the party of the second part now claim a large sum of money for and on account of said rent.

AND whereas, also the said party hereto of the second part, under the several statutes relating to the Esplanade at Toronto, and to the construction thereof for works, materials and filling done by them in the said construction of the said Esplanade upon the said Water Lots as leased and mortgaged as aforesaid, claim a further large sum of money.

AND whereas as well for the recovery of said last mentioned money, as also for the recovery of said rent so in arrear, the Corporation of the City of Toronto have instituted against the party hereto of the first part, an action at law and also a suit in Chancery.

AND whereas the said party of the first part for the purpose of getting quit of said claims respectively, and for the purpose of putting an end to and settling the said proceedings at law and in equity, hath agreed to surrender and give up to the said party of the second part, all her rights and title, interests, and claims of, in, and to the said Water Lots, reserving to herself however all the personal covenants she now holds against the said John Beverly Robinson for the payment of the money mentioned in the said mortgage, freeing however and discharging the said lands from all claims on her part thereon, under of, because of said mortgage and other monies mentioned therein, and also the parties of the second part.

AND whereas it has also further been agreed that the parties hereto shall pass mutual releases of all claims, dues, and demands whatsoever.

THEREFORE this deed witnesseth that for and in consideration of the agreement above recited and in pursuance thereof, and in consideration of the sum of fifty pounds to her in hand paid before the execution hereof, the receipt whereof is hereby acknowledged, she, the said party hereto of the first part, hath and by these presents doth bargain, sell, assign, transfer, make over, and surrender to the party of the second part, all the right, title, claim, property, interest, and demand of her, the party of the first part, either at law or in equity, of, in, and to and out of Water Lots numbers fifty-five and fifty-six, situate on the south side of Front Street, and between York and Simcoe Streets, in the City of Toronto, whether as devisee, widow, or executrix of the last will and testament of the late Orton Hancox or otherwise howsoever.

TO have and to hold the same and every part thereof unto the said party of the second part, their successors and assigns, to their own use for ever, freed, exonerated, and discharged of and from all mortgages, liens, and demands held by her, the said party of the first part, in any manner and of any nature whatsoever.

AND the said parties hereto for and in consideration of the above recited agreement, and for and in consideration of the mutual release each of the other, and for and in consideration of the termination of the said actions above mentioned, hereby each mutually release and discharge each the other of and from all actions now pending between them, and also of and from all monies, debts, dues, covenants, causes of action, costs, claims, and demands whatsoever of any and every kind, and no matter of what nature and description the same may be for or in respect of any matter, default, act, deed or thing which heretofore existed in which they are respectively concerned or interested in any way whatsoever, to have and to hold to each respectively, the heirs of the party of the first part, and the successors of the party of the second part and their assigns; and the surrender and conveyance above mentioned shall be taken in full satisfaction and discharge of all the causes of action for which said action at law and said suit in Chancery were brought respectively.

AND the said parties hereto hereby mutually covenant each with the other that they will respectively make, do, and execute any, all, and every other or further deed or deeds which may be found necessary for the discharge of said lands and tenements from the said mortgage and the monies mentioned therein, and of and from all claims and liens thereon, and of and from all demands whatsoever on the part of her, the party of the first part, her heirs, executors and administrators as well on the said lands as also against the party of the second part, their successors or assigns, and also as may be necessary for the complete exoneration, release, and discharge of her, the party of the first part, her heirs, executors or administrators, of and from all demands whatsoever by the said Corporation of the said City of Toronto connected with or arising out of said Water Lots, and generally as may be found necessary in order to the full and complete carrying out of the above recited agreement according to its liberal and full meaning and intention.

IN witness whereof the said party of the first part hath hereunto set her hand and seal, and the party of the second part have hereunto affixed their corporate seal, on the day and year first above written.

Signed, sealed and delivered in presence of }
CHARLES W. COOPER.

JAMES E. SMITH,
Mayor.
A. T. McCORD,
Chamberlain.

{ Seal of City
of Toronto.

**Deed. Dated February 29th, 1868. Registered May
11th, 1868.**

THIS INDENTURE made this twenty-ninth day of February in the year of our Lord one thousand eight hundred and sixty-eight, by and between the Corporation of the City of Toronto of the first part, and the Grand Trunk Railway Company of Canada of the second part.

WHEREAS by letters patent under the great seal of the Province of Canada, bearing date the twenty-first day of February, in the year of our Lord one thousand eight hundred and forty, all and singular certain parcels or tracts of land covered with water, situate in front of the City of Toronto, and also all those parcels or strips of land situated between the top of the bank and the water's edge of the Bay, situated in the City of Toronto, adjoining to the said Water Lots, and which Water Lots, land covered with water, and strips of land are more particularly mentioned and described in and by the said letters patent, were granted to the said City or Toronto (the party hereto of the first part) and its successors for ever, under the reservations, limitations, uses, trusts and conditions therein expressed, to have and to hold the said parcels and tracts of lands thereby given and granted to the said City of Toronto, and its successors for ever, upon trust in the first place, and to and for the uses of the City of Toronto, and from time to time to lease and let such, and such parts of the said Water Lots and strips of land as from time to time the Mayor, Aldermen and Commonalty of the said City of Toronto in common council assembled should order and direct, for such terms not exceeding in any one term the period of fifty years, reserving by such lease or leases such reasonable rent or rents as the said Mayor, Aldermen and Commonalty of the said City of Toronto in common council assembled should order and direct to be reserved and paid by the said lessees; the said rent and rents to be reserved to and for the public uses and purposes of the said City of Toronto, and for other trusts therein mentioned and set forth.

AND whereas the said parties of the second part have required and do require for the purposes of their Railway, at and in the City of Toronto, all that part of the above mentioned premises hereinafter described.

AND whereas the said parties of the second part, under and in pursuance of the statutes in that behalf made and provided, took the necessary steps to enable them to acquire the said premises so hereinafter described for the purposes aforesaid, and thereupon they applied to the party of the first part for the purpose of agreeing upon the compensation to be made by them the parties of the second part, to the party of the first part for the said lands; and thereupon an agreement was made under the corporate seals of the said parties to this Indenture, bearing date the fifteenth day of May, in the year of our Lord one thousand eight hundred and sixty-six, for the sale of the said lands and tenements, and in which said agreement it is amongst other things recited that the parties to this indenture and to said agreement of the second part has agreed to purchase and the parties of the first part, the said party hereto of the first part, has agreed to sell and convey subject to the contingency hereinafter in said agreement mentioned, all that part of the Water Lots in the City of Toronto north of Esplanade Street, and situate between Simcoe and York Streets, the north line to be a parallel line to Front Street and to be fixed about one hundred and fifty feet south thereof, upon the terms and subject to the conditions in said agreement expressed in relation thereto that the price for the said lands should be twenty thousand dollars, that the said purchase money should be secured by mortgage upon the said premises with the usual covenants, but conditioned for payment in all respects the same as the mortgage heretofore granted by the Company, the parties hereto of the second part, to the party hereto of the first part, for the lands bought by the said Company from the party hereto of the first part, and known as the "Round House Block," that is, the Company paying the interest at the rate of six per cent. per annum, half yearly, the principal money should not be payable in the option of the Company until they should elect to do so, the conditions, provisions and stipulations in this respect to be the same as in the mortgage above referred to, the land in question only to be used for a Passenger Railway Station for the City of Toronto, that the Company might at once take possession, and that from the date of said agreement the said interest should be payable, and the Company might at once proceed with their works upon the said premises, that the effect of the said agreement should be that upon and after the execution thereof the Company should hold under the terms of said agreement only, that the Company agreed to surrender to the City (the party hereto of the first part) any lease or leases they then hold, and that the covenants respecting said premises then held by both parties were by the said agreement ended, and all liability thereunder was by the said agreement ended and determined, and each of the said parties to said agreement thereby covenanted and agreed each with the other to perform and keep

the said above recited agreement in all respects and perform the same. And it was also agreed in and by said agreement that as the above described land was and is to be used for the purposes of a passenger station, that the Company and those Companies who may use the said Station, might and should have the right to cross Esplanade Street with their tracks as often and in the manner required for the proper working of the traffic in and out of the said Station in the most safe and convenient manner. And that the said Company agreed that they would permit and allow any other Railway Company to enter upon the Station to be erected upon the said premises for the purpose of making the same a terminal Station at Toronto; this privilege to be given on such terms as to rent and otherwise as said Company and such other Company or Companies might agree upon or on failure of agreement as might be fixed by arbitration, and that the provisions of the said agreement should be carried out with all reasonable despatch.

AND whereas the said parties hereto of the second part are willing to take a conveyance of said lands under the powers contained in the 66th chapter of the Consolidated Statutes of Canada, and under the provisions of the statute passed in the twenty-fourth year of Her Majesty's reign and chapter 17, and they claim that by such statutes the party of the first part is authorized to sell and convey the same to the parties of the second part for the purposes of their Railway, free from all trusts, and to give to the said parties of the second part a title in fee simple therefor, the said lands being required and purchased for the use and for the purposes of the Railway of the party of the second part.

THEREFORE this indenture witnesseth that the party of the first part for and in consideration and in pursuance of the first mentioned agreement and of the covenants therein contained, and in consideration of the sum of twenty thousand dollars of lawful money of Canada to them by the parties of the second part to be paid and secured as in the terms of the hereinbefore recited agreement mentioned, have and by these presents do, under, and by virtue of the provisions of the above mentioned statutes, and at the request of the said parties of the second part bargain, sell, assign, transfer, convey, and confirm, and make over unto the said parties of the second part, All that tract and parcel of land in the City of Toronto situate and bounded on the south by the north line of the Toronto Esplanade, on the east by York Street, on the west by Simcoe Street, and on the north by a line drawn from an iron post planted on the west side of York Street to Simcoe Street, at a distance of one hundred and fifty feet more or less from the south side of Front Street and parallel thereto, together with the appurtenances and all houses, outhouses, woods, ways, and waters therein situate and being, to have and to hold the same and every part thereof to the parties of the second part,

their successors and assigns, to their own use for ever, for the purposes mentioned in the said agreement.

AND it is also mutually covenanted and agreed by and between the parties hereto, each for themselves and each for their successors and assigns in the manner following, that is to say :—

First. That they, the parties of the first part, and their successors and assigns, shall and will at any time and all times and from time to time, as often as shall be required by the parties of the second part, their successors and assigns, make, do, and execute any document, deed or instrument, or will give any assistance and do all and every reasonable act which may be required in order to vest the said lands in the parties of the second part for the purposes above expressed in fee simple, freed from all trusts whatsoever, and that all the costs attending such acts shall be borne by the parties of the second part, their successors and assigns.

Second. And further that they the said parties of the second part, their successors and assigns, shall have the full right, power and authority to lay down upon and across Esplanade Street, in the said City of Toronto, west of the east side of York Street aforesaid, all and as many Railway Tracks as they may think necessary and as may from time to time be required by them or by any other Railway Company using the Station to be erected upon the said premises for the purposes of the convenient and safe and easy ingress and egress to and from their said Station so to be built thereon as aforesaid. That the parties of the second part covenant to indemnify and save harmless the party of the first part from the Hancox mortgage in said agreement mentioned.

IN witness whereof the said parties hereto have hereunto affixed their official corporate seals, on the day and in the year first above written.

Scaled and delivered in the
presence of C. W. COOPER, }
by the Mayor of the City of } JAMES E. SMITH, { Seal of City
Toronto. } Mayor. { of Toronto.

Received on the day of the date }
of this Indenture of the parties }
of the second part, the sum of }
twenty thousand dollars of lawful }
money of Canada. }

WITNESS: MATTHEW B. HICKS, A. T. McCORD,
Toronto. Chamberlain.

Mortgage. Dated April 27th, 1868.

THIS INDENTURE made this twenty-seventh day of April, in the year of our Lord one thousand eight hundred and sixty-eight, by and between the Grand Trunk Railway Company of Canada, of the first part, and the Corporation of the City of Toronto, of the second part.

WHEREAS by letters patent under the great seal of the late Province of Canada, bearing date the twenty-first day of February, in the year of our Lord one thousand eight hundred and forty, all and singular certain parcels or tracts of land covered with water, situate in front of the City of Toronto, and also all those parcels or strips of land situated between the top of the bank and the water's edge of the Bay situated in the City of Toronto adjoining to the said Water Lots, and which Water Lots covered with water and strips of land are more particularly mentioned and described in and by the said letters patent were granted to the said the City of Toronto, (the parties hereto of the second part) and its successors for ever, under the reservations, limitations, uses, trusts and conditions therein expressed, to have and to hold the said parcels and tracts of land hereby given and granted to the said City of Toronto and its successors for ever, upon trust in the first place, and to and for the uses of the City of Toronto and from time to time to lease and let such, and such parts of the said Water Lots and strips of land as from time to time the Mayor, Aldermen and Commonalty of the said City of Toronto in common council assembled should order and direct for such terms, not exceeding in any one term the period of fifty years, reserving by such lease or leases such reasonable rent or rents as the said Mayor, Aldermen and Commonalty of the said City of Toronto in common council assembled should order and direct to be reserved and paid by the said lessees, the said rent and rents to be reserved to and for the public uses and purposes of the said City of Toronto and for other trusts therein mentioned and set forth.

AND whereas the parties of the first part, have required and do require for the purposes of their Railway at and in the said City of Toronto, all that part of the above mentioned premises hereinafter described.

AND whereas the said parties of the first part, under and in pursuance of the statutes in that behalf made and provided, took the necessary steps to enable them to acquire the said premises so hereinafter described for the purposes aforesaid, and thereupon they applied to the parties of the second part for the purpose of agreeing upon the compensation to be made by them the parties of the first part, to the parties of the second part for the said lands, and thereupon an agreement was made under the corporate seal of the said parties to this indenture bearing date the fifteenth day of May in the year of our Lord one thousand eight hundred and sixty-six, for the sale of the said lands and tenements, and in which said agreement it is amongst other things recited that the parties to this indenture and said agreement of the second part, had agreed to purchase, and the parties of the first part (the said parties hereto of the second part) had agreed to sell and convey subject to the contingency thereafter in the said agreement mentioned, all that part of the Water Lots in the City of Toronto north of Esplanade Street, and situate between Simcoe and York Streets, the north line to be a parallel to Front Street, and to be fixed about one hundred and fifty feet south thereof, upon the terms and subject to the conditions in the said agreement expressed in relation thereto. That the price for the said lands should be twenty thousand dollars, that the said purchase money should be secured by mortgage upon the said premises with the usual covenants, but conditioned for payment in all respects the same as the mortgage heretofore granted by the Company, the parties hereto of the first part, to the parties hereto of the second part, for the lands bought by the said Company from the parties hereto of the second part, and known as the "Round House Block," that is, the Company paying the interest at the rate of six per cent. per annum half yearly, the principal money should not be payable in the option of the Company until they should elect to do so, the conditions, provisions and stipulations in this respect to be the same as in the mortgage above referred to; the land in question only to be used for a Passenger Railway Station for the City of Toronto; that the Company might at once take possession, and that from the date of the said agreement the said interest should be payable and the Company might at once proceed with their works upon the said premises. That the effect of the said agreement should be that upon and after the execution thereof the Company should hold under the terms of said agreement only. That the Company agreed to surrender to the City (the party hereto of the second part) any lease or leases they then held, (which surrender has been made) and that the covenants respecting said premises then held by both parties were by the said agreement ended, and all liability thereunder was by the said agreement ended and determined.

AND each of the said parties to said agreement thereby covenanted and agreed each with the other to perform and keep the said above recited agreement in all respects and perform the same.

And it was also agreed in and by said agreement that as the above directed land was and is to be used for the purposes of a Passenger Station, that the Company and those Companies who may use the said Station might and should have the right to cross Esplanade Street with their tracks as often and in the manner required for the proper working of the traffic in and out of the said Station in the most safe and convenient manner.

AND that the said Company agreed that they would permit and allow any other Railway Company to enter upon the Station to be erected upon the said premises for the purpose of making the same a terminal Station at Toronto, this privilege to be given on such terms as to rent and otherwise as said Company or such other Company or Companies might agree upon or on failure of agreement as might be fixed by arbitration, and that the provisions of the said agreement should be carried out with all reasonable despatch.

AND whereas the said parties hereto of the first part have taken a conveyance of the said lands under the powers contained in the 66th Chapter of the Consolidated Statutes of Canada, and under the provisions of the Statute passed in the twenty-fourth year of Her Majesty's reign and chapter seventeen, and they claim that by said Statutes the parties of the second part are authorized to sell and convey the same to the parties of the first part for the purposes of their Railway free from all trusts, and to give to the said parties of the first part a title in fee simple therefor, the said lands being required and purchased for the use and for the purposes of the Railway of the parties hereto of the first part.

AND whereas thereupon by deed bearing date the twentieth day of February, in the year of our Lord one thousand eight hundred and sixty-eight, made by the parties hereto of the second part with the parties hereto of the first part for the consideration aforesaid, and for the purposes in said agreement mentioned and on the terms aforesaid did bargain, sell, and convey the lands hereinafter described, and the parties of the first part desire to give the mortgage above mentioned on the terms and in pursuance of the agreement before recited.

THEREFORE this indenture witnesseth that in consideration of the premises above recited and in performance of the above mentioned agreement and in pursuance thereof, and for the

consideration of twenty thousand dollars of lawful money of Canada, the purchase money of said lands so to be secured by mortgage as aforesaid, and as is above recited and which purchase money is to be first lien and charge upon said lands as aforesaid, they the parties of the first part have and hereby do bargain, sell, assign, transfer, enfeoff, convey, and confirm unto the party of the second part, All that certain tract and parcel of land and premises, situate, lying and being in the City of Toronto in the County of York and Province of Canada, and more particularly described as follows: All that tract and parcel of land in the City of Toronto, situate and bounded on the south by north line of the Toronto Esplanade, on the east by York Street, on the west by Simcoe Street and on the north by a line drawn from an iron post planted on the west side of York Street to Simcoe Street, at a distance of one hundred and fifty feet more or less from the south side of Front Street and parallel thereto, together with the appurtenances and all houses, outhouses, woods, ways, and waters therein situate and being, to have and to hold the same and every part thereof unto the said party of the second part, their successors and assigns, to the use of the party of the second part, their successors and assigns, for ever.

PROVIDED nevertheless that if the said party of the first part, their successors or assigns, do and shall well and truly pay or cause to be paid unto the party of the second part, their successors and assigns, the said interest upon the said sum of twenty thousand dollars at the rate of six per cent. per annum, computing from the fifteenth day of November now last past, such payments to be made half-yearly, on the fifteenth day of November and May in each and every year, computing as aforesaid, and do in all respects perform the terms and conditions contained in said recited agreement so far as above herein recited, then and in such case this mortgage and everything therein contained shall be null and void, and the party of the first part hereby for themselves, their successors and assigns, covenant, promise and agree to and with the party of the second part, their successors and assigns, that they will well and truly pay or cause to be paid to the party of the second part their successors and assigns, the said interest at the rate aforesaid in half-yearly payments, on the days and times and in the manner in the said proviso mentioned, without any deduction or abatement whatsoever, according to the true intent and meaning thereof and of these presents, and will also well and truly perform all the terms and conditions of said recited agreement as above recited so far as applicable to them, the parties of the first part; and also that for and notwithstanding any act, deed, matter, or thing by the said party of the first part done, executed, or committed, or wilfully permitted or suffered to the contrary notwithstanding, they the said party of the

first part now have in themselves the same good right, full power, and absolute authority to convey the said lands and other premises hereby conveyed or intended so to be with their and every of their appurtenances unto the said party of the second part in manner aforesaid, as they received the same from the party of the second part in manner aforesaid and according to the true intent of these presents and of the agreement aforesaid, and that it shall be lawful notwithstanding any act of the party of the first part for the party of the second part after default shall have been made in payment of the said interest or any part thereof on the days and times, at the rate, and in the manner aforesaid contrary to the proviso hereinbefore contained, and the period of one calendar month shall have elapsed after the making of said default, for the said party of the second part, their successors and assigns, from time to time and at all times thereafter peaceably and quietly to enter upon, have, hold, occupy, possess, and enjoy the said lands and premises hereby conveyed or intended so to be with their and every of their appurtenances, and to have, receive, and take the rents, issues, and profits thereof and of every part thereof to and for their own use and benefit without any let, suit, trouble, denial, interruption, claim or demand whatsoever of, from or by them, the said party of the first part, or their successors or assigns, or any person claiming or to claim by, from, under or in trust for them or any of them, and that free and clear and freely and absolutely acquitted, exonerated, and for ever discharged by the said party of the first part, or their successors and assigns, and also that after such default and such period of two calendar months has elapsed as aforesaid, that they, the said party of the first part, their successors and assigns, and all and every other person whomsoever having or claiming or who shall or may hereafter have or claim any estate, right, title or interest whatsoever either at law or in equity, in, to or out of the said lands and premises hereby conveyed or intended so to be, or any of them or any part thereof by, from, under or in trust for them or any of them, shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and charges of the said party of the said second part, their successors and assigns make, do, and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, conveyances and assurances in the law whatsoever for the better, more perfectly and absolutely conveying and assuring the said lands and premises hereby conveyed or intended so to be, and every part thereof, with their appurtenances, the said party of the second part, their successors and assigns, as by their counsel learned in the law shall be reasonably devised, advised or required so as such further assurances do not contain or imply any further or other covenants or warranty than against the acts and deeds of the person or party who shall be required to make or execute the same,

and his heirs, executors or administrators only, and as no person who shall be required to make or execute such assurance shall be compellable for the making or executing thereof to go or travel from his usual place of abode.

AND it is further declared and agreed by and between the parties to these presents that if the said party of the first part, their successors and assigns, shall not pay to the said party of the second part, their successors and assigns, the said interest on the days and times and in the manner and according to the true intent and meaning of the proviso hereinbefore in that behalf contained, and the said party of the second part, their successors and assigns, shall and may after any of the times limited for such payment has expired have given to the said party of the first part, their successors and assigns, or have left for them at their office in the City or Toronto, notice in writing demanding payment of the said interest or such portion or instalment thereof as there may then be due such notice to be addressed to the President of the parties of the first part, and two calendar months shall have elapsed from the delivery or leaving of such notice without such payment having been made, of which latter default in payment as also of the continuance of the said principal money and interest or some part thereof on this security, the production of these presents shall be conclusive evidence, it shall and may be lawful to and for the said party of the second part, their successors and assigns, to sell and absolutely dispose of the said lands, hereditaments and premises with the appurtenances in such way and manner as to them shall seem meet, and to convey, and assure the same when so sold unto the purchaser or purchasers thereof, his heirs and their heirs and assigns, or as he, she, or they shall direct and appoint.

AND it is hereby declared and agreed that the said party of the second part, their successors and assigns, shall stand seized and be possessed of the said lands, tenements and hereditaments, and of the rents and profits thereof until sale and after sale of the proceeds therefrom arising: Upon trust, in the first place to deduct thereout all expenses which may be necessarily incurred in and attending the execution of the trusts and powers hereby created together with interest for the same and after payment thereof to retain and pay unto and for them the said principal sum of twenty thousand dollars or so much thereof as shall then remain unsatisfied, and all interest then due and in arrear in respect thereof, and after such payment in trust to pay or transfer the surplus (if any) of the said rents and profits or proceeds of the said sale unto the said party of the first part, their successors and assigns, and also to re-convey and assure such part of the said lands, hereditaments and premises as shall remain unsold for any of the

purposes aforesaid unto the said party of the first part, their successors and assigns, or as they shall direct or appoint.

AND it is hereby further declared and agreed that the receipts of the said party of the second part, their successors and assigns shall be good and sufficient discharges for all monies therein expressed to have been received, and that the person or persons paying them any monies and taking such receipt shall not afterwards be required to see to the application thereof nor be answerable or accountable for the misapplication or nonapplication of the same.

AND the said party of the second part doth hereby for themselves their successors and assigns, covenant, promise and agree to and with the said party of the first part, their successors and assigns, that no sale or notice of sale of the said lands, hereditaments and premises shall be made or given nor that any proceedings to get possession shall be taken by the party of the second part, or their assigns, until such time as two calendar month's notice in writing as aforesaid shall have been given to the said party of the first part, their successors or assigns, or have been left for them at their office in the City of Toronto, demanding payment of the interest monies or the portion or instalment thereof which at the time of the making the demand shall be due and in payment of which the said party of the first part, their successors and assigns, shall before then have made default.

AND also that they the said party of the second part, their successors and assigns shall and will at any and every time before such sale or sales take place on payment or tender by the said party of the first part, their successors and assigns, of the said interest or the portion thereof which at the time of such tender shall be due and owing, and in respect of the non-payment of which said proceedings were taken upon or by virtue of this security with all lawful costs up to that time incurred, accept and receive said payment, and that said default shall be by such payment or tender done away with as completely as if such default had never taken place, and this security shall continue to all intents and purposes as if such default had not been made, and so on from time to time so long as the party of the first part shall desire to continue the same, and upon and after said tender no further action or proceeding shall be taken upon any previous default or defaults.

PROVIDED always that until default shall be made in payment of the said interest or some portion or instalment thereof on some or one of the days and times hereinbefore limited for the payment thereof or performance of the terms and conditions of said recited agreement to the extent above recited, and the said

two calendar months shall have elapsed after such default and notice as hereinbefore provided, and in case of any default after such payment or tender aforesaid and the like notice as aforesaid, it shall be lawful for the said party of the first part, their successors and assigns, to hold, occupy, and enjoy the said lands, hereditaments, and premises with the appurtenances without any molestation, hindrance, interruption or denial of, from or by the said party of the second part, their successors or assigns, or any person claiming by, from, through, under, or in trust for them or either of them.

PROVIDED also that they, the said party of the second part, their successors and assigns, shall not be answerable or accountable for any more monies than they shall actually receive by virtue of these presents, nor for any misfortune, loss or damage which may happen to the said estate and premises in the execution of the trusts aforesaid save and except the same shall happen by or through their own wilful neglect or default.

AND lastly that as to the title the covenants are all to be read and taken as conveying the same title and interest which the said party of the second part conveyed to the party hereto of the first part under the deed above mentioned and no more, it being the intention of both sides that under the statutes relating to the sale of lands to the party of the first part that a fee simple shall pass by said deed and by this mortgage, subject to redemption as above provided.

IN witness whereof the said parties to these presents have hereunto set their respective corporate seals.

Signed, sealed and de- }
livered in presence of }

WM. WAINWRIGHT. }
S. H. WALLIS. }

{ Seal. }

C. J. BRYDGES,
Managing Director, G. T. R.

Land on South side of Front Street, for road
communicating with Freight Shed.

For patent covering this lot see Appendix "A."

Lease dated July 22nd, 1865.

THIS INDENTURE made the twenty-second day of July in the year of our Lord one thousand eight hundred and sixty-five in pursuance of the Act respecting short forms of leases between the Corporation of the City of Toronto, in the County of York and Province of Canada, of the first part, and the Grand Trunk Railway Company of Canada of the second part.

WHEREAS the parties hereto of the second part, have erected on the Esplanade in front of the said City of Toronto, in connection with their railway, and between Simcoe and John Streets, certain freight sheds for the delivery and receipt of freight, and the present public way and entrance to said sheds being from the westward at the foot of John Street, and it having been found that an additional entrance to the said sheds from the eastward at the foot of Simcoe Street would be more convenient to those receiving and delivering goods at said sheds, and whereas there is between the said sheds and Simcoe Street, to the eastward certain property belonging to the parties hereto of the first part and known as part of the Walks and Gardens property belonging to the said, the Corporation of the City of Toronto. And whereas a petition has been presented to the Council of the Corporation of the said City of Toronto by certain merchants and citizens praying that a right of way or an allowance for a road might be granted to the parties hereto of the second part, over and along said lot or parcel of land upon which there might be constructed a road to afford access to said sheds from Simcoe Street aforesaid, and the said Council having granted the prayer

of said petitioners, and having agreed with the parties hereto of the second part to lease to them the said right of way on the conditions and subject to certain reservations and stipulations agreed upon and hereinafter contained :

NOW this indenture witnesseth that the said parties of the first part in consideration of the premises and of the yearly rents, covenants and agreements hereinafter contained, and which on the part and behalf of the said parties of the second part, their successors and assigns, are to be respectively paid, observed and performed, have demised, leased, and to farm, let, and by these presents do demise, lease and to farm let unto the said parties of the second part, all that piece or parcel of land and premises situate, lying, and being, in the City of Toronto and being that portion of the Walks and Gardens property immediately south of Front Street and west of Simcoe Street shewn on the annexed plan colored pink, being ten feet wide at its junction at Simcoe Street, and running westward, in a line not parallel with Front Street two hundred and fifty feet, to a terminus of forty feet in width as shewn on the plan annexed hereto.

TO have and to hold the said premises and every part and parcel thereof with the appurtenances unto the said parties of the second part, their successors and assigns, from the day of the date of these presents, for and during, and until the full end and term of forty years thence next ensuing, and fully to be completed and ended, yielding and paying therefor yearly, and every year during the said term unto the said parties of the first part, their successors or assigns, the yearly rent or sum of one pound of lawful money of Canada in annual payments.

AND the said parties of the second part, for themselves, their successors and assigns, do hereby covenant and agree to and with the said parties of the first part, their successors and assigns, to pay rent, and that they will convert the said piece of land hereby demised into a good and substantial road forty feet in width, connecting Simcoe Street with, and affording access to said freight sheds, and keep the said road in repair under the supervision and direction of the City Engineer, and in the event of the removal of said freight sheds or in the event of the said road or right of way not being used for the convenience of the said parties of the second part, or being for public convenience then that the parties of the second part will immediately thereafter surrender the term hereby granted and give peaceable possession to the parties of the first part of the said piece or parcel of land.

AND the said parties of the first part covenant with the said parties of the second part for quiet enjoyment.

IN witness whereof the said parties hereto have hereunto set their hands and seals in manner following, that is to say, the Corporation of the City of Toronto their Corporate Seal by Francis H. Medcal, Esq., Mayor of the said City, countersigned by Andrew T. McCord, Esq., Chamberlain of the said City, and the Grand Trunk Railway of Canada their Corporate Seal by Charles John Brydges, Esq., Manager of the said Company the day and year first above written.

Signed, sealed and de- }
livered in presence of }

J. McBRIDE.

F. H. MEDCALF, Mayor.

A. T. MCCORD, Chamberlain.

{ Seal of City
of Toronto.

Here follows a sketch of the land above leased :—

**Conveyance dated June 26th, 1869. Registered
June 29th, 1869.**

THIS INDENTURE made this twenty-sixth day of June in the year of our Lord one thousand eight hundred and sixty-nine, in pursuance of the Act respecting short forms of conveyances, by and between the Corporation of the City of Toronto of the first part, and the Grand Trunk Railway Company of Canada of the second part.

WHEREAS the Grand Trunk Railway Company of Canada require the lands hereinafter mentioned and described for the purposes of their Railway.

AND whereas, the said Company the parties hereto of the second part, after taking in due form the steps required by law, did apply to the parties hereto of the first part, to purchase the said lands and all the rights hereinafter mentioned, and did offer the said parties of the first part for the said lands the sum of three thousand five hundred dollars. And whereas, the parties of the first part did accept the said offer and under and pursuant to and by virtue of the provisions of Chapter 66 of the Consolidated Statutes for Canada, have agreed to convey the lands and rights hereinafter described. Therefore this Indenture witnesseth that the parties of the first part, for and in consideration of the sum of three thousand five hundred dollars, to them in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, have and by these presents do under and by virtue of the said statute, and in pursuance thereof, grant, bargain, sell, assign and convey unto the said parties of the second part, all that certain tract or parcel of land situate in the City of Toronto, and which may be more particularly described as follows, that is to say: All that certain tract or parcel of land bounded on the east by Simcoe Street, on the north by the south side of Front Street, on the west by the lands of the said parties of the second part, and on the south by the line of the original top of the bank as mentioned and described in the patent from the Crown, under which the said lands are now held by the said parties hereto of the first part. Also all the right, title, and interest of the parties of the first part, in all the said land situate between the said above described premises, and the Water Lot south thereof, known as the

Rees' Lot, that is to say, this conveyance is intended to convey and to cover all the lands, rights, and interests of the parties of the first part north of the said Rees' Lot, bounded on the west, north, and east as above described. To have and to hold unto the said parties of the second part, their successors and assigns to the sole and only use of the said parties of the second part, their successors and assigns for ever.

AND the parties hereto hereby for themselves, their successors and assigns, covenant each with the other as follows, that is to say: First. That they the parties of the first part have done no act to incumber or charge the said land, or any part thereof, and that the parties of the second part, their successors and assigns, shall have and possess and enjoy the said land, free from incumbrances made or created by the parties of the first part. That the parties of the first part shall and will at all times and at any time hereafter at the request and at the costs and charges of the parties of the second part, make, do, and execute all act or acts, deed or deeds, conveyance or conveyances, necessary or requisite in order to vesting the above mentioned lands and rights in the parties of the second part, their successors and assigns to the full extent which by any statute, law, or other power or authority is vested in them the parties of the first part.

AND the parties of the first part hereby release to the parties of the second part all their rights to the said lands.

IN witness whereof the parties above named have hereunto affixed their respective corporate seals on the day and year first above written.

SAMUEL B. HARMAN,
Mayor of Toronto.

A. T. McCORD, } Seal of City
Chamberlain. } of Toronto.

PER M. B. HICKS.

CAP. XXXIV.

AN ACT to legalize and confirm an agreement made between the Grand Trunk Railway Company of Canada, the Great Western Railway Company and the Northern Railway Company of Canada, relating to the Toronto Esplanade, and for other purposes therein mentioned.

[Assented to 18th March, 1865.]

WHEREAS an agreement, bearing date the twenty-second day of December, in the year of Our Lord one thousand eight hundred and sixty-four, has been made between the Grand Trunk Railway Company of Canada, the Great Western Railway Company and the Northern Railway Company of Canada, for the settlement of differences, and to define the rights, privileges and obligations of the several Companies towards each other in respect to the Esplanade in the City of Toronto, and the use thereof, and for other purposes therein set forth, which said agreement is set out in the schedule to this Act; and whereas the said Companies have petitioned that the said agreement may be confirmed, and it is expedient to grant the prayer of the said petition Therefore Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows:

1. The said agreement bearing date the twenty-second day of December, in the year of Our Lord one thousand eight hundred and sixty-four, and which forms the schedule to this Act, is hereby confirmed, and all and singular the provisions, stipulations, covenants and agreements, and other matters and things in the said agreement contained, shall be valid and binding upon the said several Railway Companies according to the tenor and effect of the said agreement.

2. Esplanade Street shall be deemed a public highway, and it shall and may be lawful for the Corporation of the City of Toronto, to grant to the said several Railway Companies, a right of way over, upon and along twelve feet six inches off the south part thereof for railway purposes, as in the fifth clause of the said agreement provided; and the said right of way of twelve feet six

inches and of the twelve feet six inches off the north part of the south forty feet of said Esplanade, shall be thereafter used and enjoyed by the said Railway Companies for railway purposes as in the said agreement mentioned.

3. It shall and may be lawful for the said Railway Companies, to exercise, have and enjoy, in and upon the Toronto Esplanade, all and singular the rights, easements, privileges and powers in the said agreement mentioned ; but the south twenty-seven feet six inches of the said south forty feet of the said Esplanade shall, for railway purposes, be exclusively used and enjoyed by the said Grand Trunk Railway Company, as in the said agreement mentioned ; provided that nothing in this Act or in the said agreement contained, shall be understood or construed to grant or convey to the said Railway Companies or any of them, an estate in fee in the said Esplanade or any part thereof.

4. It shall, from time to time, as the same may be required for public use, be the duty of the said Railway Companies, at their own expense as hereinafter specified, so to construct the spaces between the rails and between the tracks, and all the spaces on and over the southerly fifty-two feet six inches—(the Grand Trunk Railway Company as to the south twenty-seven feet six inches, and the said three Companies as to the twenty-five feet north thereof)—as shall be proper and sufficient for crossing the said rails and tracks at any point, and shall so construct the same as to the level at which the same shall be, relatively to the said rails and otherwise, and as to the materials to be used, such as ballast, broken stone, paving or planking, and as to the manner in which the same shall be so constructed, as the said Corporation of the City of Toronto shall approve, and shall always thereafter keep and maintain the same in an efficient state of repair upon notice from the said Corporation of the City of Toronto.

5. The said Companies shall not, nor shall either of them leave standing upon the said tracks or upon the switches, or upon the said twenty-five feet, any trains, cars, engines, materials, appliances, stock, freight, goods, or other things, other than those cars, engines and trains required for the purposes of their trade with the City of Toronto, in loading or discharging freight and for passenger traffic, nor for any longer time nor more frequently nor otherwise than shall be necessary for such purposes, nor shall they discharge or unload their cars on any street crossing.

6. In the event of differences arising at any time between the Corporation of the City of Toronto and the said Railway Companies as to the loading, unloading, or discharging of freight,

or the alleged inconvenience of the places where the same is conducted, or the times and manner of doing so, or any other obstructions arising out of any of the matters or causes in the last preceding section mentioned, the same shall be settled by reference to the Railway Inspector appointed or to be appointed by the Railway Commissioners.

7. It shall not be lawful for any or either of the said Railway Companies to run their engines or trains over or along said Esplanade at a greater rate of speed than four miles an hour, unless permitted so to do by by-law of the said Corporation of the City of Toronto, but in no case to exceed the rate of six miles an hour.

8. In case the said Corporation of the City of Toronto shall refuse to grant the said twelve feet six inches of the south part of Esplanade Street to the said Railway Companies, the agreement in the schedule to this Act and this Act shall become inoperative, and the said Corporation of the City of Toronto and the said Railway Companies shall severally be remitted to the position in which they severally were before the making of the agreement first hereinbefore mentioned, notwithstanding anything in the said agreement or in this Act contained.

9. This Act shall be a public Act.

SCHEDULE TO THE FOREGOING ACT.

ARTICLES of agreement had, made, entered into, and fully agreed upon, the twenty-second day of December, in the year of our Lord one thousand eight hundred and sixty-four, by and between the Grand Trunk Railway Company of Canada, of the first part, the Great Western Railway Company of the second part, and the Northern Railway Company of Canada, of the third part ;

WHEREAS differences have arisen between the said Railway Companies parties hereto as to their respective rights upon the Esplanade in the City of Toronto :—For the settlement of these differences and clearly to define the rights, privileges and obligations of the said several Companies towards each other in respect to the said Esplanade, and the use thereof, they have mutually and respectively agreed to become parties to these presents, and to be bound by the covenants, provisions and stipulations hereinafter contained.

Firstly. It is hereby declared and agreed by and between the several Companies, parties hereto, that it shall and may be lawful for the said Northern Railway Company, and their suc-

cessors, and they are hereby fully authorized and empowered at any time when judged expedient by the said Company so to do, to lay down, construct, maintain and keep on the north, twelve feet six inches of the south forty feet of the said Esplanade, a track or tracks extending from their present railway station easterly to a point a short distance west of the lot known as Dr. Rees' lot, being the point where the main line of the Grand Trunk Railway now crosses Esplanade Street, near Rees' Wharf, and at the same point to join and connect with the said Grand Trunk main line, and to run the trains, locomotives and cars of any description of the said Northern Railway Company, on and over the said Grand Trunk main line, from the said point of intersection to York Street, subject, nevertheless, to the provisions contained in clauses eight and nine of this agreement; and until such track shall be laid and constructed, it shall and may be lawful for, and the said Northern Railway Company are hereby expressly declared to have the right, easement, privilege and power to use one of the tracks of the said Grand Trunk Railway now laid from Brock to York Street aforesaid, for the running of trains, cars and locomotives, and to connect at Brock Street aforesaid with the said Grand Trunk line by means of the necessary switch for that purpose.

Secondly. It is hereby further declared and agreed by and between the said several Railway Companies, parties hereto, that it shall and may be lawful, from time to time, and at all times hereafter, for the said Great Western Railway Company, and they are hereby declared to have the right, easement, privilege and power to join and connect with the said Grand Trunk Railway Company's main line by means of a switch at a point near Peter Street, and to run the trains, locomotives and cars of any description of the said Great Western Railway Company, on and along the said Grand Trunk line from the point of junction aforesaid, easterly to York Street aforesaid; subject, nevertheless, to the provisions contained in the eighth and ninth clauses of this agreement.

Thirdly. It is hereby further declared and agreed by and between the said several Railway Companies, parties hereto, that it shall be the duty of the Grand Trunk Railway Company, with all reasonable speed, and on or before the fifteenth day of May, in the year of Our Lord one thousand eight hundred and sixty-five, if the Act for legalizing and confirming the agreement hereinafter mentioned be passed during the next ensuing Session of Parliament, to make, build and lay a railway track of the proper gauge, and in a substantial and workmanlike manner on the north twelve feet six inches of the said south forty feet of the said Esplanade, extending easterly to the end of the said Esplanade from the point at York Street, where the privilege of running

over the said line of the Grand Trunk Railway granted to the said Northern Railway Company and the said Great Western Railway under clauses one and two of this agreement terminates, and it shall and may be lawful for the said several Railway Companies, parties hereto, to use and enjoy the said track so constructed, in common, for the traffic and running purposes of the said several railways; Provided always, that it shall not be lawful for the said Grand Trunk Railway Company to use the said track in any manner for the through traffic purposes of that Company.

Fourthly. It is hereby further declared and agreed by and between the said several railway companies, parties hereto, that the south twenty-seven feet six inches of the said south forty feet of the said Esplanade, shall for railway purposes be vested in and exclusively used and enjoyed by the said Grand Trunk Railway Company.

Fifthly. It is hereby further agreed by and between the said several companies, parties hereto, that application shall be made on behalf of said companies to the Corporation of the City of Toronto, to grant to the said several railway companies, parties hereto, and their respective successors, twelve feet six inches in width of the south part of Esplanade Street, adjoining the northern limit of the said south forty feet of the Esplanade along the whole length of said Esplanade Street, for railway purposes; and the said piece of land so granted shall be vested in the said several railway companies in common, to be used for sidings for loading and unloading freight, and purposes necessarily incidental thereto; such sidings to be completed on or before the fifteenth day of May, in the year of our Lord one thousand eight hundred and sixty-five.

Sixthly. And it is hereby further declared and agreed by and between the said several railway companies, parties hereto, that application on their behalf shall be made to the Parliament of this Province for an Act to legalize and confirm this agreement and the provisions therein contained, and to vest in the said several railway companies in common for railway purposes the said two strips of land of twelve feet six inches each, being the north twelve feet six inches of the said south forty feet of the said Esplanade, and the south twelve feet six inches of the Esplanade Street, together making a strip of land twenty-five feet in width along the whole length of the said Esplanade easterly from York Street, subject nevertheless to the respective rights of the said several railway companies as herein declared in relation to each other; and the manner of working the several trains of the said companies upon the said tracks on the twenty-five feet to be used in common, easterly from York Street to the end of the Esplan-

ade, shall be mutually agreed upon between the said companies, and failing such agreement shall be settled by arbitration in the manner provided for in clause twelve of this agreement; and that upon the said Act being obtained, the grant by the City of Toronto of twenty-five feet of land along said Esplanade to the Great Western Railway Company and the Northern Railway Company shall become and be null and void; provided always, that nothing contained in clauses four, five, and six of this agreement shall be held or taken in any way to interfere with the rights of the public as now existing, to cross for the purposes of ordinary traffic the fifty-two feet six inches used for making tracks, nor to prevent the said Railway Companies in the same manner as and as part of the general public crossing the same, but nothing herein contained shall authorize the crossing the same by means of railway tracks or rails.

Seventhly. It is hereby further declared and agreed by and between the said several Railway Companies, parties hereto, that upon, from and after the passing of the said Act, all claim and right whatsoever which the Grand Trunk Railway Company may have, or pretend to have, to any right of way or other easement or privilege upon or through the grounds of the said Northern Railway Company, as now enclosed between Brock Street and Bathurst Street, shall cease, determine, and be wholly void.

Eighthly. It is hereby further declared and agreed by and between the said several Railway Companies, parties hereto, that from the ~~points where the Northern Railway and Great Western Railway respectively join the Grand Trunk line to York Street, the use of the said Grand Trunk line shall be in accordance with, and under the running regulations of the Grand Trunk Railway Company, and trains shall have precedence of rights in the following order:—~~

- 1st. Grand Trunk passenger trains.
- 2nd. Passenger trains of the said other companies.
- 3rd. Freight trains of the Grand Trunk.
- 4th. Freight trains of the said other companies.
- 5th. Special and irregular, and other trains to be run in the same order, Grand Trunk first, and the trains of the same class or denomination as the Grand Trunk, of the other Companies, next in order.

Ninthly. It is hereby further declared and agreed by and between the said Railway Companies, parties hereto, that the switches and signals used in getting on and off the Grand Trunk

line, when the said line is used by the said other Companies as well at other times, shall be under the sole control and management of the Grand Trunk Railway Company, and the servants thereof.

Tenthly. It is hereby further declared and agreed by and between the said Railway Companies, parties hereto, that the line of sidings to be laid and constructed on the said twelve feet six inches of the south part of Esplanade Street, as mentioned in the fifth clause of this agreement, shall be divided among the said several Railway Companies in the manner to be hereafter mutually arranged between said Companies, or in case of disagreement, by arbitration as hereinafter provided.

Eleventhly. It is hereby further declared and agreed by and between the said Railway Companies, parties hereto, that if the Act for the legalizing and confirming of this agreement is passed during the next ensuing Session of Parliament, the present track used by the Great Western Railway Company from Peter Street to the Esplanade, shall be discontinued and removed by the fifteenth day of May in the year of our Lord one thousand eight hundred and sixty-five.

Twelfthly. It is hereby further declared and agreed by and between the said Railway Companies, parties hereto, that the payments or compensation to be made by the said Companies respectively to the others or other of them for the facilities herein provided and exchanged between them respectively in relation to the use of the lines and sidings as set forth in this agreement, shall, in case the same cannot be mutually agreed upon within three months from the passing of the said Act, be settled and determined by the President of the Pennsylvania Central Railroad Company for the time being, and in the event of his refusing to act in the settlement thereof, then such payment or compensation shall be settled and determined by some other person to be mutually agreed upon by the said Companies respectively, and if the said Companies cannot agree upon such arbitrator, then upon application of any of the parties hereto, it shall be lawful for any one of the Judges of the Superior Courts at Toronto to nominate and appoint an arbitrator to determine such compensation; provided always, that any award to be made by the arbitrator under this agreement, so far as the same shall determine any charge (not being a payment for past capital expenditure) to be paid by any of the said Companies to the others or other, shall be open to reconsideration and redetermination at the expiration of five years, and the expiration of every succeeding five years, the arbitrator to be mutually agreed upon or appointed by Judge as hereinbefore determined.

Thirteenthly. It is hereby further declared and agreed by and between the said several Railway Companies, parties hereto, that all legal proceedings at law or in equity now pending between the said Companies or any of them, in relation to the said Esplanade, or the rights of the said Companies or any of them, to lay down tracks upon, or otherwise use the said Esplanade or any part thereof, or in any manner relating to the matters in this agreement provided for, shall for the present be suspended, and upon the passing of the said Act, shall be absolutely abandoned; and in case the said Act shall not be obtained, all such legal proceedings, whether at Law or in Equity, shall or may be taken up and continued, as if this agreement had never been made; provided always, that the party who had to take the next step on the twenty-second day of December, in the year of our Lord one thousand eight hundred and sixty-four, shall have two weeks next after the end of the session of Parliament in which the said Act shall be rejected, to take such step.

Fourteenthly. It is hereby further declared and agreed by and between the said several Railway Companies, parties hereto, that it shall and may be lawful for the said Great Western Railway Company to make the connection of their line with the Grand Trunk line at Peter Street at once; provided always, that their present line shall remain as it is until the said Act is obtained, or if the said Act be obtained before the fifteenth day of May one thousand eight hundred and sixty-five, then until the said fifteenth day of May one thousand eight hundred and sixty-five.

Fifteenthly. It is hereby further declared and agreed by and between the said several Railway Companies, parties hereto, that it shall and may be lawful for the said Great Western Railway Company, and the said Northern Railway Company to use in common with the Grand Trunk Railway Company, the present sidings of the said Grand Trunk Railway Company on the said Esplanade, east of York Street, until the arrangements by this agreement provided for, are carried into effect, or until the said Act shall be rejected.

Sixteenthly. It is hereby further declared and agreed by and between the said several Railway Companies, parties hereto, that each of the said Companies shall and will use every exertion and all fair and legitimate means to procure and obtain the passing of the said Act by the Parliament of this Province to legalize and carry into effect this agreement, and that they shall and will bear the expenses of obtaining the said Act or of the attempt so to do, and all necessary proceedings connected therewith and with this agreement, in equal proportions.

The said Grand Trunk Railway Company hereby covenants to and with the said Great Western Railway Company and the said Northern Railway Company respectively, that the said Grand Trunk Railway Company shall and will from time to time and at all times hereafter well and truly observe, perform, fulfil, and keep all and every the stipulations and agreements hereinbefore contained, and which on the part and behalf of the said Grand Trunk Railway Company according to the tenor and effect, true intent and meaning of this agreement ought to be observed, performed, fulfilled, and kept; and shall not, nor will wilfully or improperly hinder or prevent the said Great Western Railway Company and the said Northern Railway Company, or either of them, in due and proper use and exercise in accordance with this agreement, of any of the lines, switches, sidings or rights, easements or privileges to which they or either of them are by this agreement entitled, or to which they or either of them shall by the said act become entitled, and shall and will at all times hereafter do all things necessary on their part to enable the said other Companies to use the said portion of the said Grand Trunk line on which, by the terms of this agreement the said other Companies have the right to run their trains, locomotives, and cars in the manner hereinbefore in that behalf provided, according to the tenor and effect, true intent and meaning of these presents.

And the said Great Western Railway Company hereby covenants to and with the said Grand Trunk Railway Company and the said Northern Railway Company, and each of them, that the said the Great Western Railway Company shall and will in all things, on their part and behalf, well and truly observe, fulfill, perform, and keep the stipulations and agreements herein contained, and shall not nor will, in the use of the said Grand Trunk line or sidings, or of the tracks and sidings to be constructed or jointly used as aforesaid, wilfully or improperly hinder or obstruct the just and reasonable use thereof by the said Grand Trunk Railway Company or the said Northern Railway Company contrary to the true intent and meaning of this agreement.

And the said Northern Railway Company doth hereby covenant to and with the said Grand Trunk Railway Company and the said Great Western Railway Company respectively, that the said Northern Railway Company shall and will in all things on their part and behalf well and truly observe, perform, fulfill, and keep the stipulations and agreements therein contained, and shall not nor will in the use of the said Grand Trunk line or sidings, or of the track and sidings to be constructed or jointly used as aforesaid, wilfully or improperly hinder or obstruct the just or reasonable use thereof by the said Grand Trunk Railway Company or

Conveyance. Dated April 19th, 1865.

THIS INDENTURE made the nineteenth day of April in the year of our Lord one thousand eight hundred and sixty-five, between the Corporation of the City of Toronto, of the first part, the Grand Trunk Railway Company of Canada, of the second part, the Great Western Railway Company of the third part, and the Northern Railway Company of Canada of the fourth part.

WHEREAS by a certain act of the Parliament of Canada passed in the twenty-eighth year of the Reign of Queen Victoria, entitled "An Act to legalize and confirm an agreement made between the Grand Trunk Railway Company of Canada, the Great Western Railway Company, and the Northern Railway Company of Canada, relating to the Toronto Esplanade, and for other purposes therein mentioned," power was granted to the Corporation of the City of Toronto to convey to the parties hereinafter described of the second third and fourth parts a right of way over, upon and along twelve feet six inches off the south part of Esplanade Street from York Street to the easterly limit of the said Esplanade for Railway purposes, which said right of way the said Corporation is willing and has determined to grant.

NOW this indenture witnesseth that the said Corporation of the City of Toronto in pursuance of the said Act of Parliament doth hereby grant unto the said several Railway Companies, parties hereto of the second, third and fourth parts a right of way over, upon and along twelve feet six inches in width off the south part of Esplanade Street adjoining the northern limit of the south forty feet of the said Esplanade, and extending along Esplanade Street, from York Street to the easterly limit of the said Esplanade for Railway purposes, as in the said agreement mentioned, subject to, and upon the terms and conditions in the said Act of Parliament, and in the said agreement which forms the schedule thereto mentioned.

AND subject also to the further condition, that the said Railway Companies parties hereto, shall not nor will any or either of them block up or obstruct any of the public streets or crossings leading over the Railway Tracks to the wharves or water

frontage with any trains, cars, engines, materials, stock, freight, or other Railway appliances.

TO have and to hold the same unto the said three Railway Companies, parties of the second, third and fourth parts, their successors and assigns, to and for their own use for ever, subject to, and for the purposes, and upon the terms and conditions mentioned in the said Act of Parliament, and in the said agreement.

AND the said Grand Trunk Railway Company do hereby covenant and agree with the Corporation of the City of Toronto, that any person or persons owning or leasing a wharf or wharves south of said Esplanade, may at any time lay down and construct from the south side of the Grand Trunk Railway a siding or switch and connect the same with the southerly track of the Grand Trunk Railway.

PROVIDED always, however, that the said siding and switch shall before being laid down and constructed, be submitted to and approved by the said Grand Trunk Railway Company in writing.

AND further that the said siding and switch as to its use, shall be under and subject to the exclusive control of the said Grand Trunk Railway Company.

AND each of the said Railway Companies, parties hereto of the second, third and fourth parts, do hereby covenant with the Corporation of the said City of Toronto to observe, perform, and faithfully discharge all the duties, obligations, matters, and things which in and by the fourth, fifth, sixth, and seventh clauses of the said Act, or in and by the schedule thereto, or in and by this Indenture, are required to be done separately or jointly by one or either of the said Companies.

AND each of them doth further covenant to conduct their business with the said City of Toronto upon the said tracks and switches in all respects, so as to produce as little inconvenience to the general traffic on Esplanade Street and other streets leading to the wharves as is practicable or can reasonably be expected from them.

AND the said Corporation of the City of Toronto do hereby for themselves, and their successors, covenant with the parties of the second, third, and fourth parts, respectively, that they the said parties shall, and each of them shall, for the purposes in the said Act and agreement mentioned, have the quiet possession and enjoyment of the said right and easement hereby granted.

AND that they, the said party of the first part, and their successors will, upon the request and at the costs and charges of the said parties of the second, third, and fourth parts, make such other further act and deed, as may be necessary for the full and proper carrying out of the said act and agreement, according to the true intent and meaning thereof, as they the said parties of the second, third, and fourth parts may reasonably require or be advised to have done.

AND lastly, the said Corporation of the City of Toronto, for themselves and their successors, covenant with the parties of the second, third, and fourth parts respectively, that the time mentioned in the said agreement for the completion of the sidings therein mentioned, shall be extended to the first day of June, now next ensuing the date hereof.

IN witness whereof the said Corporation of the City of Toronto have hereunto affixed their corporate seal, and signed the same by the hand of Francis H. Medcalf, Esquire, Mayor of the said City. Countersigned by Andrew T. McCord, Esq., Chamberlain of the said City. And the said respective Railway Companies parties of the second, third, and fourth parts have hereunto affixed their respective corporate seals, and signed the same by the hands of their respective Presidents, on the day and year first above written.

Signed, sealed } and delivered. }	F. H. MEDCALF, Mayor.	{ Seal of City of Toronto.
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Rees' Water Lots. Beckett's Patentee. Conveyance,
 Clarke Gamble and others to the Grand Trunk
 Railway Company of Canada. Dated Dec.
 31st, 1868. Registered June 28th,
 1869.

THIS INDENTURE made the thirty-first day of December, one thousand eight hundred and sixty-eight, in pursuance of the act to facilitate the conveyance of real property between Clarke Gamble of the City of Toronto, Esquire; Alfred Richard Beckett and Henry Percival Beckett, both of the township of York in the County of York, Gentlemen; George Percival Ridout and Joseph Davis Ridout, of the City of Toronto, Merchants; John Arnold of the Town of Leamington, in the County of Warwick in England, but formerly of the said City of Toronto, Esquire, and Edward Hooper of the said City of Toronto, Druggist, of the first part. Caroline Ridout, wife of the said Joseph Davis Ridout, and Elizabeth Catherine Hooper, wife of the said Edward Hooper, of the second part; and the Grand Trunk Railway Company of Canada, of the third part.

WHEREAS one William Rees being seized in fee of the Water Lot on the westerly side of Graves Street (now called Simcoe Street) in the City of Toronto, conveyed the same by way of mortgage to Joseph Beckett, then of the City of Toronto, Esquire, his heirs and assigns, by deed bearing date on or about the thirteenth day of September, one thousand eight hundred and fifty-four, to secure the payment of monies and interest therein mentioned, and with power to the said Joseph Beckett to sell the said lands on default made in payment of the said monies or interest.

AND whereas on or about the said thirteenth day of September, one thousand eight hundred and fifty-four, the said William Rees executed a second mortgage of the same lands to the said George Percival Ridout and Joseph Davis Ridout, their heirs and assigns.

AND whereas on or about the second day of February, one thousand eight hundred and fifty-six, the said William Rees executed a further mortgage of the same lands (excepting a part

thereof which had been sold to one Charles M. Rees and one Milton Courtwright) to the said John Arnold, his heirs and assigns.

AND whereas the said William Rees, on or about the twenty-ninth day of May, one thousand eight hundred and fifty-six, executed a further mortgage of the same lands (except the part so sold to Rees and Courtwright) to one James Henderson the younger, his heirs and assigns, which last mentioned mortgage was by the said Henderson on or about the twenty-second day of March, one thousand eight hundred and fifty-eight, assigned to the Bank of Upper Canada.

AND whereas the said William Rees, on or about the twenty-ninth day of May, one thousand eight hundred and fifty-six, executed a further mortgage of the same lands (except the part so sold to Rees and Courtwright) to one Thomas Brunskill, his heirs and assigns, which last mentioned mortgage was on or about the seventh day of June, one thousand eight hundred and fifty-six, assigned by the said Thomas Brunskill to one John James Vaun, his heirs and assigns, and was by the said Vaun in or about the month of April, one thousand eight hundred and sixty-six, assigned to one George W. Bingham, his heirs and assigns, and was in or about the month of July, one thousand eight hundred and sixty-eight, assigned by the said Bingham to the said Edward Hooper, his heirs and assigns.

AND whereas, a part of the said lands were in the year one thousand eight hundred and fifty-eight sold and conveyed to the Corporation of the City of Toronto for the Esplanade in front of the said City, and the Esplanade was constructed thereon extending across the said lands from east to west, the portion of the said land sold to Rees and Courtwright aforesaid lying south of the said Esplanade.

AND whereas under the said power of sale in the said mortgage from William Rees to Joseph Beckett, the said Beckett provided default having been made in the payment of the monies by that mortgage secured, to sell those portions of the said lands not sold as aforesaid to the said Rees and Courtwright, or to the said Corporation, and at a public sale in or about the month of July, one thousand eight hundred and fifty-eight, a part of that portion of the said lands lying north of the said Esplanade was sold to one John Betz, and a part to said Clarke Gamble.

AND whereas, the lands so sold to the said Clarke Gamble were only conveyed to the said Gamble, his heirs and assigns, by the said Joseph Beckett and the said William Rees by deed bear-

ing date on or about the ninth day of September, one thousand eight hundred and fifty-eight.

AND whereas, the said Clarke Gamble purchased the said lands and took the said conveyance, and held the same only as trustee for the said Joseph Beckett, George Percival Ridout, Joseph Davis Ridout, John Arnold, and the Bank of Upper Canada.

AND whereas, the said Joseph Beckett departed this life intestate as to his lands on or about the twenty-second day of January, one thousand eight hundred and sixty-three, leaving him surviving his children and heirs at law, the said Alfred Richard Beckett and Henry Percival Beckett, together with his daughter Emily Jane Beckett and his other son Joseph Ravenshaw Beckett.

AND whereas, all the interest of the said Emily Jane and of the said Joseph Ravenshaw in the estate real and personal of the said Joseph Beckett has by proper conveyances become vested in the said Alfred Richard Beckett and Henry Percival Beckett.

AND whereas the said Edward Hooper has acquired by a proper conveyance from the trustees of the Bank of Upper Canada all the interest of the said Bank in the said lands.

AND whereas, the said parties of the first and third parts have agreed for the sale to the said parties of the third part of the lands hereinafter described, for the sum of eighteen thousand dollars, and the said parties of the first part have each in respect of his interest in the said lands agreed to join in this conveyance thereof.

NOW this Indenture witnesseth that in consideration of the said sum of eighteen thousand dollars now paid by the said parties of the third part to the said Clarke Gamble on behalf of all the said parties of the first part, the receipt whereof is hereby acknowledged, they, the said parties of the first part, do and each of them in respect of his interest in the land hereinafter described, doth grant, bargain, sell and assign to the said parties of the third part, and their successors and assigns,

ALL and singular, that part of the Water Lot on the westerly side of Simcoe Street (formerly Graves Street) in the City of Toronto, which lies north of the Esplanade, save and except that part thereof sold to John Betz, being that on which his tavern now stands, and having a frontage of twenty-two feet on Simcoe Street, and a depth of seventy feet.

AND the said parties of the first part, and each of them release to the said parties of the third part, and their successors and assigns, all their claims upon the said lands.

AND the said Edward Hooper transfers, assigns, and sets over to the said parties of the third part, and their successors and assigns, all monies secured by the said mortgage from William Rees to Thomas Brunskill whatever for principal or interest, and all rights and powers of him, the said Edward Hooper, in respect thereof or in any way existing under the said mortgage and the assignments thereof, together with the mortgage, deed, and the deeds of assignment thereof.

AND the said parties of the second part, hereby bar their dower in the said lands.

AND the said parties of the first part, respectively each for himself, and as to his own acts and not one for the other or others, or as to the acts of the other or others, covenant with the said parties of the third part, that they have done no act to encumber the said lands, and that they will pay all arrears of taxes and charges thereon, and indemnify and save harmless the said parties of the third part, their successors and assigns, from all claims and demands in respect of such arrears, and that they will execute such further assurances of the said lands as may be requisite.

IN witness whereof the said parties of the first and second parts have hereunto set their hands and seals, and the said parties of the third part their common seal.

C. GAMBLE,	JOS. D. RIDOUT,	E. HOOPER,
ALFRED R. BECKETT,	JOHN ARNOLD,	E. C. HOOPER,
H. P. BECKETT,	By his Attorney	C. RIDOUT.
G. P. RIDOUT,	J. W. G. WHITNEY,	

**Mortgage, Grand Trunk Railway Company of
Canada to J. D. Ridout, et al. Dated
January 4th, 1869.**

THIS INDENTURE made this fourth day of January, in the year of our Lord one thousand eight hundred and sixty-nine, in pursuance of the act respecting short forms of mortgages,

BETWEEN the Grand Trunk Railway Company of Canada, hereinafter called the mortgagors, of the first part, and Joseph Davis Ridout of the City of Toronto, merchant, and Edward Hooper of the same City, druggist, hereinafter called the mortgagees, of the second part,

WITNESSETH that the said parties of the first part, for and in consideration of the sum of fourteen thousand dollars, the unpaid purchase money of the lands hereinafter mentioned, do grant and mortgage to the said parties of the second part, their heirs and assigns, as joint tenants and not as tenants in common :

ALL and singular that part of the Water Lot immediately on the westerly side of Simcoe Street (formerly Graves Street) in the City of Toronto, which lies north of the Esplanade, save and except that part thereof sold to John Betz, being that on which his tavern now stands, and having a frontage of twenty-two feet in Simcoe Street, and a depth of seventy feet.

PROVIDED this mortgage to be void on payment of the said sum of fourteen thousand dollars with interest at the rate of seven per cent. per annum as follows : The said principal money on or before the first day of January, which will be in the year of our Lord 1888, and the interest on the unpaid purchase money at the rate aforesaid half-yearly on the first day of July and the first day of January in each year, the first payment of interest to fall due on the first day of July, in the year of our Lord one thousand eight hundred and sixty-nine, and to be computed from the first day of January, which will be in the year last aforesaid, and all payments hereunder to be made to the mortgagees at Toronto, at the Bank of Montreal there, or such other Bank or

place in Toronto as the mortgagors shall designate by written notice to the mortgagees.

AND provided that upon the amount being agreed upon or otherwise ascertained which is payable to the Corporation of the City of Toronto in respect of the Esplanade in front of the said land, and filling done thereon, under the acts relating to the Esplanade, and upon three months' notice thereof given to the mortgagors, the mortgagors are to pay to the mortgagees, their heirs, executors, administrators or assigns, as a part of the said sum of fourteen thousand dollars, and as an advance on account thereof, the amount so agreed or ascertained, or so much thereof as shall not exceed three thousand dollars :

AND the payment of taxes and performance of statute labor.

THE said mortgagors covenant with the said mortgagees that the mortgagors will pay the mortgage money and interest, and observe the above proviso.

AND that the mortgagors have done no act to encumber the said lands ; and that on default the mortgagees for and notwithstanding any act of the mortgagors, shall have quiet possession of the said land without the let, suit, hindrance, interruption, or denial of the mortgagors or their successors or assigns, or any person or persons whomsoever claiming or holding by, from, or under the mortgagors or their successors.

AND that the said mortgagors will execute such further assurances of the said lands as may be requisite, and the said mortgagors do release to the said mortgagees all their claims upon the said lands, subject to the said proviso.

PROVIDED that the said mortgagees in default of payment for two months may on one month's notice enter on and lease or sell the said lands.

PROVIDED that until default of payment the mortgagors shall have quiet possession of the said lands, and in case of default made, if the mortgagors shall before actual change of possession or final foreclosure under any proceeding taken by reason of such default pay to the mortgagees, their heirs, executors, administrators or assigns, all interest in arrear, and all costs, they shall continue to have quiet possession so long as the mortgage continues, that is, until the principal is payable according to the terms thereof. The above covenants for title are to be taken as limited covenants against the mortgagors, own acts only.

AND it is hereby expressly covenanted and agreed between the parties hereto that in case the mortgagors are obliged to pay any sum or sums of money to the Corporation of the City of Toronto in respect of a claim made by said Corporation for the construction of the Toronto Esplanade, in front of the premises above conveyed and for filling done thereon, that is, on the said premises, or if to free the said property so conveyed from any such charge or claim after the same has been fixed and established, the mortgagors or their assigns are required to pay any sum or sums of money, then, and in any such case the sums so paid, and all costs occasioned to the mortgagors or their assigns by reason of the default of the mortgagees or their assigns to pay the said monies and to save the mortgagors harmless from all such claims as they have agreed to do shall be deducted from and taken as part payment of the monies and interest secured by this mortgage, and shall go in discharge thereto to the extent aforesaid.

IN witness the said the Grand Trunk Railway Company of Canada have hereunto affixed their corporate seal, and the said Joseph Davis Ridout and Edward Hooper have hereunto respectively set their hands and affixed their seals on the day and in the year first above written.

Signed, sealed and de- }
livered in presence of }

**Declaration of Trust between Edward Hooper and
others, and the Grand Trunk Railway Com-
pany. Dated January 4th, 1869.**

THIS INDENTURE made the fourth day of January, one thousand eight hundred and sixty-nine, between Edward Hooper and Joseph Davis Ridout of the city of Toronto, Esquires, of the first part; Alfred Richard Beckett and Henry Percival Beckett of the Township of York, Gentlemen; George Percival Ridout of the City of Toronto, Esquire, and the said Edward Hooper and Joseph Ridout, of the second part; and the Grand Trunk Railway Company of Canada, of the third part.

WHEREAS the said parties of the third part have purchased a part of the Water Lot on the westerly side of Simcoe Street in the City of Toronto, which has been conveyed to them by a deed bearing date the thirty-first day of December, 1868, and made by the said parties of the first and second parts and others.

AND whereas the said parties of the third part to secure fourteen thousand dollars of the purchase money of the said land and interest thereon, have executed a mortgage of the same lands to the parties of the first part, bearing even date herewith and payable in twenty years.

AND whereas the said parties of the second part are interested in the said mortgage monies in the respective proportions hereinafter mentioned, that is to say: The said Alfred Richard Beckett and Henry Percival Beckett in the proportion which the sum of three thousand six hundred and thirty-four pounds eleven shillings and ten pence bears to the said sum of nine thousand five hundred and seventeen pounds seventeen shillings and ten pence; the said George Percival Ridout and Joseph Davis Ridout in the proportion which the sum of two thousand two hundred and twenty pounds two shillings bears to the said sum of nine thousand five hundred and seventeen pounds seventeen shillings and ten pence, and the said Edward Hooper in the proportion which the sum of three thousand six hundred and sixty-three pounds four shillings bears to the said sum of nine thousand five hundred and seventeen pounds seventeen shillings and ten pence.

AND whereas the Corporation of the City of Toronto claim payment of a sum of money, the amount whereof is not yet ascertained in respect of the said lands for the filling in and construction of the Esplanade across the same, and the said parties of the third part are to be protected against the said claim.

NOW this Indenture witnesseth, and it is hereby declared that the said parties of the first part hold the said mortgage as trustees for the said parties of the second part respectively to receive the mortgage monies and interest and to pay the same to the said parties of the second part, their executors, administrators, and assigns in the proportions above set forth, and that the receipt of the said parties of the first part, or either of them, or the receipt of any other person whom the said parties of the second part, their executors, administrators or assigns, shall by endorsement hereon or by any other writing under their hands designate and appoint, or failing such appointment, and in case of the death of both of the said parties of the first part the receipt of the executor or administrator of the last survivor of the said parties of the first part, shall be a sufficient discharge for all money paid to the person or persons giving such receipt and shall exonerate the parties of the third part, their successors and assigns, from all responsibility in respect of the application thereof.

AND the said parties of the third part covenant with the said parties of the first part and the survivor of them and the executors and administrators of such survivor, that as soon as the amount payable to the Corporation of the City of Toronto in respect of their claim aforesaid shall be ascertained or agreed upon, they, the said parties of the third part shall upon three months notice thereof and upon the request of the said parties of the first part, and notwithstanding that no part of the principal moneys shall be payable according to the tenor of the said mortgage, pay to said parties of the first part or the survivor of them or the executors or administrators of such survivor out of the said principal monies the amount so ascertained or agreed upon to the amount of three thousand dollars or whatever less sum the same shall amount to, but not to any greater amount than three thousand dollars, such payment being duly acknowledged as a payment on account of the said principal monies and a good and valid discharge given to them therefor.

AND the said parties of the second part, for themselves, their heirs, executors, and administrators covenant with the said parties of the third part, their successors and assigns, that they will within ten years ascertain or agree upon with the said Corporation of the City of Toronto the amount payable to the said Corporation in respect of their said claim, and will within the

said time satisfy and discharge the same, if any amount shall be found to be due and procure the release of the said lands from all charges or liens by reason thereof, and will at all times protect and save harmless the said parties of the third part, their successors and assigns, and the said lands from all claims, demands, costs, charges or damages whatsoever by reason of or arising out of the said claim.

AND the said parties of the third part, for themselves, their successors and assigns, covenant with the said parties of the first part and their heirs, executors, administrators, and assigns, that they will at any time and from time to time during the continuance of the said mortgage debt at the request and at the expense of the said parties of the second part, their executors, administrators, and assigns, and upon the execution of good and sufficient releases of the said mortgage or the mortgage or mortgages existing at the time of any such request make and execute one or more mortgages in lieu of the said mortgage or of any mortgage or mortgages substituted therefor to such persons and for such sums and containing such provisions as may be prescribed or required by the said parties of the second part, or their executors, administrators or assigns, but so as no greater or other obligation shall be required on the part of the said parties of the third part, their successors or assigns, than as contained in the said first mentioned mortgage, and so as the mortgage monies and interest shall remain payable at the same times and in the same manner as provided for in the said first mentioned mortgage.

IN witness whereof the said parties of the first and second parts have hereunto set their hands and seals, and the said parties of the third part their common seal.

Signed, sealed and delivered by the parties }
of the first and second parts in presence of }

C. S. PATTERSON.

E. HOOPER.
JOS. D. RIDOUT.
ALFRED R. BECKETT.
H. P. BECKETT.
G. P. RIDOUT.

{ Seals }

Release dated May 20th, 1870.

THIS INDENTURE made the twentieth day of May, in the year of our Lord one thousand eight hundred and seventy, by and between the Corporation of the City of Toronto, of the first part, and Clarke Gamble and the Grand Trunk Railway Company of Canada of the second part.

WHEREAS under and by virtue of certain acts of the late Parliament of Canada passed respectively in the sixteenth and twentieth years of Her Majesty's Reign, and known as the Toronto Esplanade Act, and the Toronto Esplanade Amendment Act, the said Corporation has or claims to have a certain claim for the filling in, on, over and across a certain lot of land situated on the west side of Simcoe Street in the City of Toronto, and which may be known and described as the Water Lot on the west side of Simcoe Street, formerly Graves Street, granted to Joseph Beckett by patent dated the twenty-third day of January one thousand eight hundred and forty-six, and whereas the estate and interest of the said Joseph Beckett has by certain mesne conveyances become vested in the parties hereto of the second part.

AND whereas it has been agreed by and between the said Corporation of the City of Toronto, and the said parties of the second part, that the said Corporation shall release the said parties, and the said lands of and from all claims of every kind whatever under the said Esplanade Acts, for and in consideration of the sum of fifteen thousand dollars paid to the said Corporation, the receipt whereof is hereby duly acknowledged, and of a certain deed of release signed contemporaneously herewith from one William Rees of the City of Toronto of an alleged claim for damages against the said Corporation in consequence of the occupation of a portion of Esplanade Street for Railway purposes with the alleged concurrence of the said Corporation, which said release is dated contemporaneously herewith.

NOW this Indenture witnesseth that for and in consideration of the said payment and the said release, the said Corporation of the City of Toronto hath released, discharged and exon-

erated, and by these presents doth release, discharge and exonerate, as well the said parties of the second part, and the said William Rees and all parties personally liable for any payment under the said Esplanade Acts in respect of the said lands as the said lands of and from all rates, impositions, claims, charges, demands, assessments, liens and encumbrances of every kind which can or may affect the said lands under or by virtue of the said Esplanade Acts, and every act of the said Corporation done under and in pursuance of the said Acts, and especially of and from all and every claim, charge, lien and encumbrance which might or could be asserted or claimed by virtue of or in consequence of the registration of the certificate of the City Surveyor made or purported to be made under the authority and in pursuance of the said Esplanade Acts.

AND the said Corporation for themselves and their successors covenant to execute any further assurance that may be necessary for the effectual discharge of the said Esplanade claim in said lot, the object and purport of these presents being to carry out effectually the above mentioned agreement and discharge the said lands, and the parties now owning, and all former owners of the same and all persons whomsoever of and from all Esplanade claims in consideration of the said sum of money paid as aforesaid, and the said release from the said William Rees.

IN witness whereof the parties to these presents have hereto set their hands and seals in manner following, that is to say, the said parties of the second part, their proper hands and seals, and the said Corporation of the City of Toronto their Corporate Seal by Samuel Bickerton Harman, Esquire, Mayor of the said City, countersigned by Andrew T. McCord, Esquire, Chamberlain of the said City.

Signed, sealed and de- }
livered in presence of }

CHARLES W. COOPER.

SAMUEL B. HARMAN,
Mayor.

A. T. McCORD,
Chamberlain.

{ Seal. }

Betz Deed. Dated 8th January, 1873. Registered
4th June, 1873.

THIS INDENTURE made in duplicate the eighth day of January in the year of our Lord one thousand eight hundred and seventy-three, in pursuance of an Act respecting short forms of conveyances,

BETWEEN John Betz, of the City of Toronto, in the County of York, innkeeper, of the first part; Johanna Betz, his wife, of the second part, and the Grand Trunk Railway Company of Canada of the third part.

WITNESSETH that in consideration of ten thousand nine hundred dollars of lawful money of Canada now paid by the said party of the third part to the said party of the first part, the receipt whereof is hereby by him acknowledged, he the said party of the first part doth grant unto the said party of the third part, their successors and assigns for ever,

ALL and singular that certain parcel or tract of land and premises situate, lying and being on the west side of Simcoe Street, and on the north side of the Esplanade, in the City of Toronto, in the County of York, which may be known and designated as Lot 7 in Block B, according to the plan of the Cambrian Dock Property signed by J. I. Browne, Provincial Land Surveyor, and dated the twenty-sixth day of June, one thousand eight hundred and fifty-eight, and may be described as follows, that is to say:—

Commencing at the point where the western limit of Simcoe Street intersects the northern limit of the Esplanade, thence running westerly along the said northern limit seventy feet; thence northerly parallel with Simcoe Street twenty-two feet; thence easterly parallel with the said northern limit seventy feet to Simcoe Street; thence along the said western limit of Simcoe Street twenty-two feet to the place of beginning,

TO have and to hold unto the said party of the third part, their successors and assigns, to and for them and their sole and only use for ever, subject, nevertheless, to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

THE said party of the first part covenants with the said party of the third part that he has the right to convey the said lands to the said party of the third part, notwithstanding any act of the said party of the first part,

AND that the said party of the third part shall have the quiet possession of the said lands free from all incumbrances.

AND the said party of the first part covenants with the said party of the third part that he will execute such further assurances of the said lands as may be requisite.

AND the said party of the first part covenants with the said party of the third part that he has done no act to incumber the said lands.

AND the said party of the first part releases to the said party of the third part all his claims upon the said lands.

AND the said party of the second part hereby bars her right of dower in said lands.

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals.

Signed, sealed and de- }
livered in the presence of }

ALBERT ROMAIN LEWIS.

JOHN BETZ. { Seal. }

JOHANNA BETZ. { Seal. }

RECEIVED on the day of the date of this Indenture from the said party of the third part the sum of ten thousand nine hundred dollars, the consideration mentioned.

Witness.

ALBERT ROMAIN LEWIS.

(Signed.) JOHN BETZ.

I certify that the within instrument is duly entered and registered in the Registry Office for the City of Toronto, in Book B, 14, for West Toronto, at 10:18 o'clock of the 4th day of June, A. D., 1873. No. 9,128, B.

(Signed.) CHARLES LINDSAY.

**Agreement between the Grand Trunk and Northern
Railway Companies. Dated 8th May, 1879.**

— — —

THIS AGREEMENT, made the eighth day of May, in the year of our Lord one thousand eight hundred and seventy-nine,

BY and between the Grand Trunk Railway Company of Canada, hereinafter called "The Grand Trunk," of the first part, and the Northern Railway Company of Canada, hereinafter called "The Northern," of the second part.

WITNESSETH that as a final settlement of all disputes respecting lands between Bathurst Street and Queen Street between the said two Companies, they have agreed as follows :—

COMMENCING at Queen Street. That the Grand Trunk shall have absolutely the twenty-seven feet in width extending from Queen Street to the Diamond Crossing and embracing, in addition, the main line of the Toronto, Grey and Bruce and the entrance to Queen's Wharf, and lying south of the Northern main tracks.

2. That the Grand Trunk and the Northern shall jointly hold the strip next south of the said twenty-seven feet and extending from Queen Street to the said Diamond Crossing, and in width extending south to the line of the fence now maintained by the said Grand Trunk ; but this last piece shall be vested in said two Companies, and held in trust for the purposes of siding accommodation as is hereinafter expressed.

3. That the land lying to the east of the Diamond Crossing and north of the track of the Northern and extending to Bathurst Street shall be held as follows :—

4. That portion of twenty-seven feet occupied by and required for the Grand Trunk double track shall be vested in them.

5. That portion to the north of the said twenty-seven feet and extending to the fence shall be vested in the Northern and Grand Trunk jointly and shall be held in trust for the joint benefit of the said two Companies, to be used for siding purposes as hereinafter provided.

6. That the Northern shall have absolutely the twenty-seven feet next north of said Grand Trunk twenty-seven feet extending from Queen Street to the Diamond Crossing, and that the strip to the north of the said twenty-seven feet and extending to the existing fences the Northern and the Grand Trunk Companies shall jointly hold, and the same shall be vested in them in trust for siding purposes in the same manner as above and hereinafter expressed.

7. That the lands south of the said Grand Trunk tracks and extending to Bathurst Street from the Diamond Crossing—now in the possession of the Northern—shall be held by and vested in them, the rights of crossing, as now used, to remain in each Company, and any further or other crossings required for double tracks or siding accommodation, in order to give full effect to this agreement, shall also be had and given by either or both parties to the other.

8. It is also agreed as to the lands so to be used for siding purposes as above provided; the said Companies respectively will at any and all times execute such other and further documents as shall be necessary to fully give effect to and carry out the provisions of this agreement to their full extent, according to the spirit and true intent thereof.

9. And as regards all the above mentioned lands the said Companies agree each with the other to do any and all acts and execute all deeds and documents which may be necessary to carry out the above agreement in all respects and to secure each permanently in the rights above mentioned respectively.

10. That such sidings shall be put in on the lands so to be held for siding purposes as the said two parties may agree upon, and the costs of such sidings shall be borne by the party requiring the same or by the parties jointly as may be agreed upon, and so as to the costs of maintenance and in case of any disputes as to what sidings shall be put in the costs and maintenance thereof or otherwise, all such shall be settled by arbitration unless otherwise agreed upon.

11. That all sidings except one into Silliman's Lumber

Yard shall be under the control of the Company whose main line lies next to such siding, and the switches and signals connected therewith and guarding the same shall be under their control and in the case of any siding except Silliman's extending from the main line of the one Company beyond the Diamond Crossing to land on the side of the main line of the other Company such siding shall from the Diamond Crossing be under the control of the Company on the side of whose main line it is situated.

12. That as a general rule the costs of construction and maintaining sidings shall be borne by each Company in the proportion that each Company uses the same, all such matters to be the subject of agreement, and, failing agreement, to be settled by arbitration.

13. That said sidings shall be used only for the purposes of the cars and traffic passing over the respective lines of the two Companies, and no other Company shall be allowed to use the same but on payment of a toll, to be agreed upon by the said two Companies, parties hereto, and said toll shall be credited to the cost of maintaining the said sidings; and in the event of any dispute arising as to the use by any other Company, or as to whether or not any such Company shall be permitted the use of any such siding or sidings, the same shall be settled by arbitration.

14. That as regards the Parkdale Station, the Grand Trunk shall have their two tracks, as proposed, south of the same and within the fences, and on the twenty-seven feet described above; and the Parkdale Station is to remain as it is, but upon the express understanding and agreement that the said the Grand Trunk shall have equal rights in said Station with the Northern in all respects, and upon equal terms, as provided by the lease from Close, Greig & Jaffery to the Northern.

15. Each of the said parties hereby covenant with the other to observe, abide by, and keep the above agreement and arrangements in all respects according to the spirit, true intent and meaning thereof.

16. On this being executed the suit now pending to be dropped, each party paying their own costs.

17. That in the event of an arbitration being necessary at any time under this agreement in relation to any of the matters herein contained an arbitrator shall be appointed by each Company and an umpire in manner provided by the Common Law

Grand Trunk Railway vs. Credit Valley Railway.

Judgment of Vice-Chancellor Proudfoot, after hearing the Cause and taking time to consider.

The following is the Vice-Chancellor's judgment in full :—

The evidence that was supposed to be in existence when the motion for the injunction was made has been sought for, and the search has resulted in the discovery and proof of a large mass of documents, establishing the actual position of the Ordnance Department, the original owners of the land in question, in regard to the Northern Railway Company, and the action of the Department upon the application of the Company for the acquisition of the right of way.

There is a voluminous correspondence between the various officers of the Ordnance here and in Britain, references from one office to another, notes by the persons to whom they were addressed, minutes of the Board, matters brought under notice of the Secretary of War and of the Secretary for the Colonies, communications from the Inspector-General of Fortifications and from the Military Superintendent of Pensioners—all valuable as showing that the application of the Railway Company had received the fullest and most intelligent consideration, that the possible effect upon the military defences, and the injury that might result to the just claims of the pensioners, had all been carefully weighed, and that the final action of the Department was based upon a perfect comprehension of the facts, and with the deliberate intention of doing what appears in the correspondence.

With these observations I shall not think it necessary to refer further to much of the correspondence, and shall only notice what appears to me most material for the decision of the matters now at issue between the Companies.

The nature of the suit and of the pleadings appears in the report upon the application for an injunction, and of the re-hearing of the order made upon it, to be found 26 Gr., 572. The

bill has, however, been amended since the hearing of the motion by stating the license relied upon by the Credit Valley Railway, and stating reasons why it should not affect the position of the plaintiff; and by setting out in detail the particulars of the title under which the plaintiffs claim, through the dealings of the Ordnance Department, and under the statutes of the Province.

I shall not repeat what was held by this Court upon the re-hearing of the motion, viz :—That the Northern Railway Company are affected by the General Railway Act, and that the Company was authorized by the statutes to take Ordnance lands.

On the 27th October, 1851, Mr. Boulton, the then President of the Ontario, Simcoe, and Huron Railway, now represented by the Northern Railway Company, applied by letter "for certain portions of the Military Reserve in Toronto, which the Company require as well for a portion of their line, as for convenient sites for stations, workshops, and other appurtenances necessary for so important a work." And Mr. Boulton also stated that "the Company propose on their part to offer to your honorable Board, as a consideration for the accommodation sought, to transport in all time coming Ordnance and all other military stores along the whole line of road to Lake Huron at the lowest rate at which the heaviest and most bulky articles will be carried, and Her Majesty's troops at the lowest rate which will be charged for any passengers." He then referred to the sections of the Company's charter authorizing the acquisition of the property, though belonging to the Crown or otherwise, and added a suggestion as to the obvious importance of the road in a military point of view.

After much correspondence between different officers of the Ordnance Department and others, the Master-General and Board of Ordnance authorized a letter to be written by the Secretary, Mr. Butler, on the 9th January, 1852, to Mr. Merivale for the information of Earl Grey, which I quote at length as containing the final conclusion of the Department :—

WAR OFFICE,

9th Jan., 1852.

SIR,—I have the honor, by command of the Master-General and the Board of Ordnance, to acknowledge the receipt of your letter dated the 12th and 27th ult., relative to the appropriation of a part of the Ordnance Reserve at Toronto to the purposes of the Toronto, Simcoe, and Lake Huron Railroad Company, and I am to acquaint you, for Earl Grey's information, that reports on the subject have also been received from the Inspector-General of Fortifications, the Commanding Royal Engineer in Canada, and the respective officers at Montreal. The Master-General and

Board have also availed themselves of the assistance of the Ordnance Solicitor, and of Mr. Elliott, the Ordnance storekeeper at Montreal, now in this country serving on the Commissariat Committee at the Treasury, and the Inspector-General of Fortifications. The reserve reports of these parties are herewith transmitted, Nos. 1, 2, and 3.

It seems from these reports there is no doubt that under the provisions of the 10th clause of the Act to incorporate the Toronto, Simcoe, and Lake Huron Railway the Company cannot be considered to have acted illegally in entering upon the reserve without previous consent, and that the Department can only insist upon compensation in the manner prescribed by the Company's Act, which will be to demand of the Company such a sum as may be considered the fair value of the land taken, and if refused to have the price fixed by the Chairman of the General Quarter Sessions and the Justices, as provided by the 17th section of the Railway Act, allowing whatever sum may be so recovered to be paid into the military chest to the public credit, and leaving it to Her Majesty's Government to decide what proportion of the money should be granted as compensation to the pensioners by improvements upon the adjoining allocations, in which proposition the Master-General and Board request the acquiescence of the Secretary of State, and through his Lordship, of the Secretary of War.

I have, &c.,

G. BUTLER.

The report of the Ordnance Solicitor referred to in that letter is dated Dec. 31, 1851, which I also quote at length :—

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OFFICE OF ORDNANCE,

31st December, 1851.

SIR,—By the 10th section of the Act to incorporate the Toronto, Simcoe and Lake Huron Railway, the Company are empowered to enter upon lands of the Queen's Majesty and all other persons, and to appropriate the same to the making a railroad, and the 16th and 17th sections prescribe the mode of ascertaining the value, if the parties disagree.

By the 7th Vict., chap. 11, passed 9th Dec., 1843, (the Canada Vesting Act,) the 15th section provides that nothing in that Act shall prevent or restrain the Parliament of the Province from authorizing the construction of any canal or railway over lands set apart for military purposes.

It appears to me that the only course to be taken is to demand of the Company such a sum as may be considered the fair value of the land taken, and if refused, to have the price fixed by the Chairman of the General Quarter Sessions and of the Justices, as provided by the 17th section of the Railway Act.

I have read over the papers with Mr. Elliott, the Ordnance storekeeper at Montreal, now in England, serving on the Commissariat Committee at the Treasury. He has made the minute which I enclose, in all of which I agree, excepting the recommendation in par. 6—that the Ordnance should at once take steps to restrain or eject the Company.

On the pointing out to Mr. Elliott the clause in the Railway Act, he agrees with me that his suggestion cannot be adopted.

I am, Sir,

Your obedient servant,

THOMAS CLARKE,

Solicitor Ordnance,

31st December, 1851.

Submit to the Master-General:—

The Board regret to have occasion to trouble his Lordship so frequently on this subject, but at the moment they were about to act upon his Minute of the 29th inst., (E. 1,813) Mr. Merivale's letter dated the 27th (S. 168,) came to hand, the reference upon which to the Ordnance Solicitor has led to this report from him.

The Board therefore propose to acquaint the Secretary of State (explaining the nature of their intended communication to him on the Master-General's Minute above mentioned,) with the purport of the Solicitor's report, and to request if it meet his (Lord Grey's) concurrence, that the Secretary of War may be apprised of the facts and suggestions submitted by Mr. Clarke and Mr. Elliott, so far as they agree, with a view of obtaining the acquiescence of both these authorities in the mode of proceeding, which appears to be the only alternative left.

C. F.

The M.-M. concurs.

C. P., Jan. 5th, 1852.

C.

9th January, 1852.

Ordered, that the communication contemplated by the foregoing Minute be now made to the Secretary of State.

C. F.

Wrote Mr. Merivale, 12th.

A part of the report of Mr. Elliott, the Ordnance storekeeper in Montreal, then in England, has been preserved, in which he says :—"It seems to me a point of doubt whether, under the provisions of the 10th clause (of the Company's Act), the Company can be deemed to have acted illegally in entering upon the reserve without previous consent, but I apprehend the reservation of Her Majesty's rights provided in the 52nd clause would enable the Ordnance, under the Vesting Act, 7 Vic., c. 11, to restrain or proceed against the Company for the trespass. If the Department have no such power, then it can only insist upon compensation in the manner presented by the Company's Act," and the part of the letter objected to by Mr. Clarke, the Solicitor, is this, "I think the better course would be for the Ordnance at once either to take the necessary steps for restraining or ejecting the Company if it be deemed advisable not to concede the ground," or, on the other hand, to claim compensation.

From these papers it appears that the Board of Ordnance had adopted the opinion of their Solicitor, although it is stated as doubtful by Mr. Elliott that the Company were acting within the powers conferred upon them by this Act, and that all the Department could require was compensation for the land taken.

Before this decision had been arrived at, the respective officers of the Ordnance in this Province became aware that the Company had taken possession of the land, and not only commenced operations by grading, but persisted in proceeding with the work, notwithstanding repeated remonstrances from officers of the Department, and they instructed Mr. Kirkpatrick, their solicitor in Kingston, on Dec. 15, 1851, to take immediate action to compel the Railway Company to desist from their trespass, and also asked his opinion as to the right of the parties to take such steps.

On the 24th Dec., 1851, Mr. Kirkpatrick gives his opinion upon the questions submitted to him, and expresses it to be "from a perusal of all the Acts, that the Ordnance land in question is not exempted from the operation of any acts which may have passed the Provincial Legislature, authorizing the construction of Railroads, provided the Companies take the necessary legal steps to procure the land or make compensation therefor." He also says that by their Act, in the first instance, the Company have only the right to enter upon and survey the lands and mark out

what is required for the work, * * * and the Company must agree with the owners, and in case of disagreement lodge the supposed value in the Court of Chancery before they can take possession of the lands for the purpose of making the railroad.

On the 6th January, 1852, the respective officers at Montreal report to the Board of Ordnance the proceedings they had directed to be taken and transmit copies of the correspondence, and trust the Master-General and the Board will approve of the instructions given to the Solicitor for the assertion of the Ordnance rights and for resisting to the utmost the encroachments of the Company.

The Board of Ordnance, on the 2nd February, 1852, having before them Mr. Kirkpatrick's opinion and the letter of the respective officers of the 6th January, direct the respective officers to be informed that the Board approved of their proceedings, but to apprise them at the same time of the purport of the Board's communication of the 9th January to the Secretary of State in answer to a reference from His Lordship on this subject. This was accordingly done by a letter of 2nd February from the Secretary of the Board, and he enclosed an extract from the letter of the 9th January.

Meantime, on the 27th January, the respective officers at Montreal transmit copies of a further correspondence with Mr. Kirkpatrick, and as the Company had engaged to discontinue their operations until the arrangement was effected with the Ordnance Department, all further proceedings were stayed for the present, and the respective officers were awaiting the decision of the Board upon the Company's application. This was received by the Board on the 10th February, and on the 18th it was read and the respective officers were referred to the Board's communication of the 2nd February.

The Board has thus twice confirmed its action of the 9th of January, after becoming aware of the proceedings taken to assert the rights of the Department and to restrain what was considered the high-handed proceeding of the Company in taking possession, without permission, of the land for the road. They had before them the opinion of Mr. Kirkpatrick, that until compensation was made the Company had no right to appropriate the land, but they do not think proper to interrupt the progress of the work until the amount be ascertained and paid. They, indeed, approve of the course of the respective officers in taking proceedings to assert the rights of the Department, but refer them to their letter of the 9th of January. This approval, so far from implying a direction to the respective officers to prosecute such proceedings, as it has been argued, when coupled with that significant *but*, seems to me

to amount to an approval of what had been done before a decision had been arrived at—now that the decision had been made, they should cease.

The only further record, I think, in regard to the compensation is an extract from the Treasury Minute of the 17th Dec., 1852. "And lastly they should take immediate steps (to recover) from the Toronto, Simcoe, and Lake Huron Railway Company the value of the 34 acres of the reserve, with the buildings upon it, which the Company appropriated under their Local Act." This was sent to the Board of Ordnance by the Secretary to the Treasury on the 20th of Dec., 1852. But there is no evidence to show that any action was taken upon it. To this further period it seems then that the only claim the Board considered they had was one for compensation.

It is said the Board were acting under a mistake of the law—that the Company could acquire no right, and did not acquire any, because the payment of the compensation was a condition precedent to acquiring it—and that the Acts of Parliament did not authorize the taking of Ordnance lands at all.

This latter point scarcely seems open for my consideration since the opinions given on the rehearing of the motion. Were it still open, I see nothing to induce me to alter the view I took when the motion was before me, and which coincides with that held by the Solicitor of the Ordnance, by Mr. Kirkpatrick, and by this Court on the rehearing.

In regard to the former, that payment was a condition precedent, I think I may assume for the purposes of this case that *Johnson v. the O. S. & Huron Railroad Co.*, 11 B. R. 246, correctly states the law as to the powers of this Railroad Company, and that an owner of an estate might prevent the Company from taking possession until compensation was made—although if an occasion should call for it, it may be found necessary to consider what effect the General Railway Act, to which this Company was also subject, may have upon it—a subject not noticed in that case, nor in the opinion given by Mr. Kirkpatrick. But the Board had the conflicting opinions of Mr. Clarke and Mr. Kirkpatrick and the doubt of Mr. Elliott before them when they came to the decision of the 2nd of February. They must, therefore, have known that it was at least doubtful if the Company had the right they were asserting, yet they deliberately adopt the view that the Company could enforce this right, and leave them only the subject of compensation to deal with. Now, a condition precedent is not an iron rule forming an insuperable obstacle not only to the action of one, but of both parties to a transaction. When found in a contract it can be waived, modified, or treated as non-existent,

by the person in whose favor it is inserted. And when found in a statute it is inserted for the benefit of those affected by the enactment, and they may equally abandon its protection. It is an elementary rule that *Aliquis potest renunciare juri pro se introducto*, or as it is otherwise expressed *Licet sui juris persecutionem, aut spem futura perceptionis, deteriolem constituere*, Dig. 2, 14, 46, or *Omnes licentiam habere, iis quos pro se introducta sunt, renunciare*, Cad. 2, 3, 29. The rule that private persons may not agree to anything derogatory to the public interest—*Privatorum conventio juri publico non derogat*, D. 50, 17, 45-1, has no application here, for two reasons:—Because one of the parties was a public body, having the care of the public interest, and because it was after considering the interest of the public, and being satisfied it would not be prejudiced, that the resolution was adopted. In so far as the right to the money was concerned, there was no act of the Board of Ordnance derogatory from the right of the public to recover it; if not paid, a lien from it remained, and if it has been abandoned it rests upon the action of a body whose acts I have no right to call in question, the Parliament of the Province.

The Company proceeded with the work in the spring of 1852. The evidence is not very clear as to whether the Company then had a copy of the letters of the 9th of January and 2nd February. The Company's offices were destroyed by fire and their papers burnt, but Mr. Cumberland says he believes there was among them a letter from the Ordnance Board of the 9th of January or 2nd February; recollects a paper of the Master-General to the effect of the order of the Board of Ordnance. They are quite familiar to him. They were in the custody of Sladden the Secretary. It was always regarded as an express assent of the Ordnance to the proceedings of the Company. Taking that in connection with the agreement of the Company not to proceed with the work till the decision of the Board was arrived at, and which would naturally be presumed to be communicated to the Company, I have no difficulty in determining, as a matter of fact, that the letters of the 9th January and 2nd February, or the purport of them, were in the possession of the Company in the spring of 1852, and that the work was prosecuted under that sanction. During the progress of the work it was frequently inspected by officers of the Ordnance Department in their official capacity. They were witnesses to the fencing it up from the rest of the Ordnance property, to the expenditure of large sums of money in the construction of the road, and I must assume that they performed their duty in keeping the Department informed of what was being done on their property—though it is scarcely necessary to assume it, as the Board knew what the Company wanted—that they only stayed work until the decision of the Board should be made, and when that was made that the work would be resumed and prose-

cuted. Before this the action of the Company was resisted; after it all opposition was withdrawn, and the Company was allowed to go on and perfect their work in peace. That being so, I apprehend the Board would not be permitted to prevent the occupation of the land by the Company; that they would be restrained from doing more than realize their lien.

I now proceed to consider the Act 19 Vic., c. 45, transferring the reserve at Toronto to the province. The 6th sec. enacts that the lands in the reserved schedule, which has been vested in the principal officers of Her Majesty's Ordnance, and which has been used or occupied for the service of the Ordnance Department, or for Military defence, shall be and become absolutely in Her Majesty the Queen for the benefit, use and purposes of the Province, * * * * but subject, nevertheless, to all sales, agreements, lease or leases, already entered into with or by the principal officers, and the 7th section that the Act should affect the rights of any parties claiming any of these lands. The Act was assented to on the 19th June, 1856. On the 5th November following a schedule was prepared by Mr. Walkem and Mr. Pilkington, and sent to the Inspector-General of Fortifications on the 15th November, showing more distinctly than the schedule to the statute, the several properties transferred to the Provincial Government. This schedule states that the Ontario, Simcoe, and Huron, or Northern Railway, had been permitted to occupy a portion of the reserve, but that no deed had been executed to them. And on the 5th December, 1856, in reply to enquiries of Colonel Coffin, the Ordnance Land Agent of the Provincial Government, Captain Galway, of the Royal Engineers' Department, informs him that the Ontario, Simcoe, and Huron Company took possession under authority of their charter, 12 Vic., c. 196, and the legality of the proceeding was recognized by the Master-General and Board order of 2nd of February, 1852. These documents are only a repetition of what has already been established, but are valuable as the recognition of the right of the Company down to that period, and a notice of it given to the Provincial Government. And it seems to me of little importance what Captain Galway's powers were, for without any authority to do so he could have notified the Government of the existence of the right, which is established by other evidence, and if this were done in answer to an application by the agent of the Government, they could not complain of his having no authority to give them the information they sought. I think that the Northern Railway Company had an equitable right, at least, under their dealings with the Board of Ordnance, and that the Government took the land subject to that right.

I have not forgotten the argument resting upon the 7 Vic., c. 11, s. 15, that the power of the Parliament, to authorize the

construction of railroads upon any lands which may have been reserved or set apart for military purposes applied only to such reserved lands, and that it was not proved that these lands were so reserved. But the evidence does seem to me to establish that they were reserved, not purchased. The title is deduced on the map prepared by Mr. Fleming—the very name of the “Garrison Reserve” indicates it—the action of the Board of Ordnance recognizes it—and during the whole course of the correspondence on the subject there is no hint, no suggestion, of any doubt that the lands were such that the Parliament could deal with.

By the Act of 1859, 22 Vic., c. 89, the road and line of the Northern Railway Company were vested in the Crown; and by the Act of 1860, 23 Vic., c. 105, the whole was re-vested in the Company, upon conditions which have been complied with or waived. By a clause in the Order-in-Council recited in this Act, the Governor-in-Council reserved the complete control and direction of the station and other ground in the City of Toronto occupied by the Company, as well as of the alignment and disposition of the track of the railway leading into and within the City, with the view of completing such arrangements as may be deemed expedient by the Government for effecting proper connections with the other Provincial railways in the City. It appears that for some years proceedings had been pending before the Railway Commissioners on the application of the officers of the several railways coming into the City, with a view of enabling the Grand Trunk Railway to connect the eastern and western sections of their road, and of definitely settling the allowance of the three railroads passing into and through the City. These resulted in a report of the Commissioners to the Governor-in-Council in 1858, in which they recommended that the Grand Trunk Railway should make all the necessary arrangements with the two other roads, without charge to the Government, for a more convenient approach to the City, &c., and that so much of the Garrison Reserve as was then occupied by the three roads should be surrendered to the Government for the purposes there indicated. The Companies had not yet acted upon this. The Grand Trunk Railway was straitened for means, and could not then conveniently carry out this arrangement. Knowing these facts, the circumstances existing when the Act was passed, it is probable that the reservation in the Order-in-Council was intended to apply to the existing roads, to enable the pending arrangements for the location of the lines to be finally adjusted. The language seems to refer to existing roads, and betrays no design to embrace future undertakings. Whether it is permissible to have regard to these circumstances in limiting the operation of the Act, when the Incorporation Act (31 Vic., c. 1, s. 6., s. s. 2) says that the law is to be considered as always speaking, and whenever anything is expressed

in the present tense, the same is to be applied to the circumstances as they arise, I shall not stop to enquire, as the Act was repealed in 1875, as we shall immediately find. Within a month after the passing of this Act the three railway companies agreed to carry out the recommendations of the Commissioners, with some modifications; the work was placed under contract, and completed at a cost of about \$70,000. This contract is described by the witnesses as being the outcome of what took place before the Commissioners—though all that was recommended in their report was not carried out. It was contended that the action of the Commissioners was in excess of their powers—that they only had authority to deal with crossings. I am not prepared at present to assent to this limitation of their powers, but it is not necessary to decide the general question, for I think that to deal properly with crossings in a complicated network of railways entering a populous city the proper location of crossings may, and in this instance did, involve the alignment of the roads within the City, and that it was within the powers of the Commissioners. A perusal of the proceedings before the Commissioners satisfies me that the chief matter before them was that of the crossings, and that anything further was dealt with as incidental to that subject. The Commissioners recognized the right of the Northern Railway Company to their location on the Reserve, and in recommending that it be surrendered, implied that they had the estate to surrender, and the statute of 1860, by reserving a right in the property vested in the Company, implies that everything not reserved is granted. From 1860 till the present time, the arrangements then made have been carried out, the Government has never sought to interfere with them, the Railway Company have been publicly using and enjoying the rights then acquired, and if any assent of the Government were required to render them unassailable, that assent ought to be implied. *Welland v. Buffalo*, 31 B. R., 539, is an authority for this.

It is said, however, that though the Government may be bound not to disturb the Grand Trunk Railway Company in the use of the 27 feet assigned to them by the arrangements of 1860, there was still land enough left upon which again to exercise this reserved power in favour of the Credit Valley Railway Company. But the Order in Council was repealed by the Act of 1875, four years before the license to the Credit Valley Railway Company. This Act, it is argued, being a private Act, could not affect the rights of the Crown. The right of the Crown in this instance was created by an Order-in-Council, confirmed by an Act of Parliament (1860), and the same power that had the authority to confer the right had the power to put an end to it. It can be done either by a public or private statute, and where a prerogative of the Crown is concerned, it may be affected, not only by the

express words of this Act, but by necessary implication. And assuming the exercise of this authority to be a prerogative, or in the nature of a prerogative, it could only be extinguished by express language or by necessary implication. There appears to me to be that necessary implication here. The authority was reserved to the Governor-in-Council by an Order-in-Council. When the Parliament repealed the Order-in-Council, what stronger indication of intention could there be that this power should no longer be exercised. Sir Peter Maxwell (Interp., of Stat., 116) says:—"The Crown, however, is sufficiently named in a statute within the meaning of the maxim, when an intention to exclude it is manifest."

The rule commented on by Sir Peter Maxwell is "that the Crown is not bound by a statute unless named in it." The Interp. Act, 31 Vic., c. 1, s. 7, s. s. 33, says that no provision in any Act shall affect in any manner the rights of Her Majesty, unless it is expressly stated therein that Her Majesty shall be bound thereby. The rule is more specific than the law, for it says *named*; but to take a case out of the rule necessary implication suffices, and so it should to take it out of the law. Webster under the verb "to express," explains it to mean to utter, to declare in words, to speak, and also to show or make known, to indicate—a downcast eye or look may *express* humility, shame or guilt. Whence it would seem that if the intention may be inferred from the terms used, the language of the Act would be complied with, or as it has been stated, "expressum dicitur, quod conjecturis colligitur," and "illud est expressum quod continetur mente legis, quod evidentibus signis colligitur."

The only distinction between public Acts and local or personal enactments, applicable to this subject, seems to be that the latter are to be constructed more strictly when they confer privileges and powers interfering with the property or rights of others. Maxwell, 268. But where the intention of the Legislature is clear it does not matter whether it be expressed in a public or private Act.

In 1875 the lien of the Government upon the road amounted to nearly £600,000 sterling, and by the Act of 1875, c. 65, passed to re-arrange the capital of the Company, and to consolidate the various Acts relating to it, the undertaking of the Company is declared (s. 26) to consist, among other things, of "its main line of Railway as the same now exists." And by another Act of the same session, c. 23, the Government compromised its lien for £100,000 sterling, which has since been paid.

When the Ordnance property was transferred by an Act of 1856, subject to any agreements, &c., that phrase was for the

benefit of the persons who had agreed with the Ordnance Department. It did not mean to reserve to that Department the benefit of the agreements; that benefit was transferred to the Province, and therefore any lien for purchase money that existed passed to the Province.

When, therefore, in the Act of 1875, c. 23, it was recited that the lien of the Dominion on the railway and property of the Northern Railway Company amounted to the sum of £570,000, that must be taken to include all the claims of the Dominion in whatever manner they might have accrued, and to have been settled by the compromise. It would be impossible to hold that any lien was retained—it would have been a breach of faith with the creditors of the Company, and there is no difficulty in supposing that when parting with £570,000, they would hesitate to extinguish the comparatively trifling sum representing the value of the 34 acres of this reserve nearly thirty years ago.

I conclude, therefore, that the Northern Railway Company, under the dealings with the Board of Ordnance, and under the various statutory enactments noted above, acquired a title, free from any lien for purchase money, to the 34 acres of the reserve taken by them.

The estate that a railway company takes in the land required for its road is not of the absolute untrammelled nature of the fee simple of a private individual, it is obtained for a particular purpose; and while that purpose is served, it will not be permitted to assert rights that a private owner might; and that is the effect of the decisions to which I was referred; of *Bostock v. North Staffordshire Railway Co.* (5 DeG. & S., 584, 3 L. & G. 291, 4 E. & B., 798,) *United Land Co. v. Great Eastern Railway Co.*, L. R., (17 Eg., 158, 10 Chy., 589,) *Norton re London and North Western Railway Co.* (9 Ch. D., 623,) *Mulliner v. Midland Railway Co.* (11 Ch. D., 611.) But there is nothing in these cases to establish that another railway company, on account of this peculiar quality of the title, may treat it as if no title existed, and take possession for its own purposes of the location of the line, with no better right than that of the strong hand. By their charter the Northern Railway Company had a right to take 120 feet in width. They only took 99. And under the General Railway Act other railway companies were empowered to use the line if before 30th June, 1858, without, and if after with, the assent of a department of the Government. And if that could be done contrary to the wish of the owner of the line, it certainly might be done by the agreement of the parties. The Judge has expressed his opinion to this effect in the judgment upon the re-hearing, to which I then assented, and now assent. Such an agreement is wanting in the characteristics of an ordinary alienation or aban-

donment, because it was not needed for railway purposes. The first agreement between these Companies was as early as 1856 or 1857. It had expired before the 8th January, 1858, and on that day a new agreement was made for the use of the track of the Northern Railway Company by the Grand Trunk Railway Company for a part of the distance, and for laying a separate track for the remainder, to continue for a year, but in view of a permanent location of the Grand Trunk Railway tracks in the rear line laid down on a plan exhibited by Mr. Fleming. The permanent location was not made, I think, till 1860, but ought to be treated as made in pursuance of this agreement of January, 1858, and therefore not requiring the assent of the Government. If it is to be considered as made later than June, 1858, then under the circumstances already detailed, and upon the principles enunciated in *Welland v. Buffalo*, 31, B. R., the assent of the Government ought to be presumed, and especially considering the long time that the user under the agreement has been permitted without interruption, and its recognition in various ways by the Government. But this answer of the Credit Valley Railway is not an information for intrusion at the suit of the Crown—the Crown has taken no steps to have the right declared forfeited for abandonment or alienation—the license to the Credit Valley Railway was made under an Order-in-Council expressly reserving the rights of the other Companies, and it is not competent for the Credit Valley Railway to intervene and claim a forfeiture. Besides, if the alienation or agreement between the Grand Trunk Railway and the Northern Railway was an improper use of the right of ownership, the result would not necessarily be forfeiture; it might have the effect of depriving the Grand Trunk Railway of the use of the line and restore the Northern Railway to their old dominion. In that case it would not benefit the Credit Valley Railway: but it would be impossible for the Crown, after all that has occurred, to treat the permission to the Grand Trunk as a thing that ought not to have been granted. It would be barred by its acquiescence, by its recognition of the existence of the actual condition of the Companies, and by its endeavor to secure a proper connection over this 99 feet for the sections of the Grand Trunk.

And further, the Northern Railway Company are parties to the suit, and pray for the same relief as the Plaintiffs. Indeed, I do not see why they may not be treated as Plaintiffs; they have throughout contested the right of the Credit Valley Railway, and all the evidence affecting the questions now attainable having been given, there can be no injustice done in treating them as Plaintiffs, in administering relief as between co-defendants. The Northern Railway Company do not contest the right of the Plaintiffs,

they admit it, and seek its enforcement, as well as the enforcement of their own.

I think the plaintiffs entitled to a decree restraining the Credit Valley Railway, &c., from trespassing on the lands in question, and to a declaration that no title passed to them under the license of occupation, and to an enquiry as to the damages sustained by the trespass with costs.

APPENDIX "A."

SAMUEL SMITH, Administrator.
PROVINCE OF UPPER CANADA.

GEORGE THE THIRD, by the Grace of God of the United Kingdom of Great Britain and Ireland, KING, Defender of the Faith. } *To all to whom these presents shall come, Greeting.*

KNOW YE, that we, of our special grace, certain knowledge and mere motion, have given and granted, and by these presents do give and grant unto John Beverly Robinson, William Allan, George Crookshank, Duncan Cameron, and Grant Powell, all of the Town of York, in the County of York, in the Home District of said Province, Esquires, and to their heirs and assigns for ever, all that parcel or tract of land situate in the Town of York, in the County of York, in the Home District, and Province aforesaid, being a certain space or slip of land, denominated by the letter H on the plan of the said town, situate between the top of the bank and the front line of the Town, reserved for a public walk, commencing on the top of the bank in the western limit of the old Government Buildings reservation adjoining the south-east angle of the said town; then north sixteen degrees west four chains more or less to the southern limit of Palace Street, then along the southern limit of the said street also following the southern limit of Market Street and Front Street until it intersects the western limit of Peter Street, at the west end of the said town; then south sixteen degrees east, five chains more or less, to the top of the bank; then easterly along the top of the bank, following its several turnings and windings to the place of beginning, containing thirty acres, more or less, with allowance for the several cross-streets leading from the said town to the water, together with all the woods and waters thereon lying and being under the reservations, limitations and conditions, and to and upon the several trusts hereinafter expressed; to have and to hold the said parcel or tract of land hereby given and granted to the said John Beverly Robinson, William Allan, George Crookshank, Duncan Cameron, and Grant Powell, their heirs and assigns forever, upon the trusts nevertheless, and to and upon the uses hereinafter declared, concerning the same, that is to say, on trust, to hold the same, for

the use and benefit of the inhabitants of the Town of York, and for a public walk or mall in front of the said town, and to permit and allow such appropriations, dispositions, alterations, and improvements to be made of, and in the same for the purpose aforesaid, as our Justices of the Peace in and for the said Home District for the time being, in Quarter Sessions assembled, or the majority of them shall, from time to time hereafter, make or direct concerning the same; saving nevertheless to us, our heirs and successors, all mines of gold and silver that shall or may be hereafter found on any part of the said parcel or tract of land hereby given and granted as aforesaid. Provided always, nevertheless, that in case any of them, the said John Beverly Robinson, William Allan, George Crookshank, Duncan Cameron, or Grant Powell, or any succeeding trustee or trustees to be appointed as is hereinafter mentioned, shall happen to die or be desirous of being discharged from the powers or trusts hereby in them reposed or vested, or become incapable of acting in the same, then in any such case and so often as the same shall happen, full power and authority is hereby given by these presents to our Justices of the Peace in and for the said Home District, for the time being, or the majority of them, in Quarter Sessions assembled, to nominate and appoint any other fit person in the room or place of any of them, the said John Beverly Robinson, William Allan, George Crookshank, Duncan Cameron, or Grant Powell, or any succeeding trustee who shall so die or be desirous of being released or discharged from, or become incapable of acting in the aforesaid trusts or powers; and when, and so often as any person or persons shall be nominated and appointed as aforesaid, the said parcel or tract of land and premises, hereby given and granted, shall be conveyed with all convenient speed in such manner and form as that all and every such person or persons so to be appointed as aforesaid, shall and may be invested with all such powers and authorities, and shall and may in all things act in relation to the premises in conjunction with the others of them, who shall or may survive or not decline or not become incapable to act therein as fully and effectually in all respects and to all intents and purposes as if he or they had been originally in and by these presents a grantee to the uses and trusts, and for the purposes aforesaid, anything hereinbefore contained to the contrary thereof in anywise notwithstanding. Provided also that if at any time hereafter the said John Beverly Robinson, William Allan, George Crookshank, Duncan Cameron, and Grant Powell the succeeding Trustees to be appointed † * * * * * or any of them shall * * * * * house, out-house, building or erection of any kind, other than such fences

†There are a few words here entirely obliterated in the original patent. They come in the fold of the parchment.

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or enclosures as may be necessary and convenient for the purpose of the said reservation to be erected or placed on any part of the said parcel or tract of land hereby given and granted, whether by direction of the Justices of the Peace or otherwise, or if at any time hereafter, any such house, out-house or other building shall be placed or erected and suffered to continue thereupon, then this our grant shall be null and void, anything hereinbefore contained to the contrary thereof in anywise notwithstanding. Provided also that if at any time or times hereafter the land so hereby given and granted to the said John Beverly Robinson, William Allan, George Crookshank, Duncan Cameron, and Grant Powell, and their heirs, shall come into the possession and tenure of any person or persons whomsoever, either by virtue of any deed of sale, conveyance, enfeoffment or exchange, or by gift, inheritance, devise or marriage, such person or persons shall, within twelve months next after his or their entry into and possession of the same, take the oaths prescribed by law, before some one of the magistrates of our said Province, and a certificate of such oath having been taken, shall cause to be recorded in the Secretary's office of the said Province. In default of all or any of which conditions, limitations and restrictions, and especially of the said John Beverly Robinson, William Allan, George Crookshank, Duncan Cameron, and Grant Powell, and the survivor or survivors of them and their successors, do not at all times hereafter observe and fulfil the trust hereby reposed in them according to the true intent of this our grant, and observe and allow appropriations and directions to be from time to time made and given by our said Justices in manner aforesaid, this said grant and everything herein contained shall be, and we do hereby declare the same to be null and void, to all intents and purposes whatsoever, and the land hereby granted, and every part and parcel thereof shall revert to and become vested in us, our heirs and successors in like manner as if the same had never been demised, anything herein contained to the contrary thereof in anywise notwithstanding. And whereas, by an Act of the Parliament of Great Britain, passed in the thirty-first year of His Majesty's Reign, entitled: "An Act to repeal certain parts of an Act passed in the fourteenth year of His Majesty's Reign, entitled: "An Act for making more effectual provision for the Government of the Province of Quebec in North America, and to make further provision for the Government of the said Province," it is declared that "no grant of land hereafter made shall be valid or effectual unless the same shall contain a specification of the lands to be allotted and appropriated solely to the maintenance of a Protestant Clergy within the said Province in respect of the lands to be thereby granted."

NOW KNOW YE, that we have caused an allotment and

appropriation of four acres and two-sevenths to be made in lot number six, in the second concession from the Bay, in the Township of York.

IN testimony whereof, we have caused these our Letters to be made Patent, and the Great Seal of the said Province to be hereunto affixed.

WITNESS our trusty and well-beloved Samuel Smith, Esquire, administrator of the Government of our said Province, at York, this fourteenth day of July, in the year of our Lord one thousand eight hundred and eighteen, and in the fifty-eighth year of our Reign.

(Signed,) S. S.

Entered with the Auditor, }
 twenty-second January, 1818. }

(Signed,) G. HEWARD,
 Auditor-General U. C.

Order-in-Council, 1st }
 January, 1818. By Com- }
 mand of His Honor. }

D. CAMERON, Sec.

UPPER CANADA. }

VICTORIA, by the Grace of God } *To all to whom these presents*
 of the United Kingdom of Great } *shall come, Greeting.*
 Britain and Ireland, QUEEN, De- }
 fender of the Faith, &c., &c., &c. }

KNOW YE, that we, of our special grace, certain knowledge and mere motion, have given and granted, and by these presents do give and grant unto "The City of Toronto" and its successors forever, upon the trusts and subject to the provisoes hereinafter expressed and contained, all those parcels and tracts of land covered with water, and situate in front of the City of Toronto, in the County of York, in the Home District, in our said Province of Upper Canada; and also, all those parcels or strips of land situate between the top of the bank and the water's edge of the Bay, situate in the said City of Toronto, adjoining to the said Water Lots, and which said land covered with water or Water Lots, and the strips of land situate between the top of the bank and the water's edge of the Bay, are known and described as follows, that is to say:—

First :—Commencing at the intersection of the produced western limit of Berkeley Street with a line produced from the point, near the site of the late French Fort, west of Toronto Garrison, to Gooderham's Windmill; thence north sixteen degrees west four chains thirty links more or less to the southern limit of that part of the Water Lot in front of town lot "C." on King Street, as originally given to the late John Small; thence south seventy-four degrees west four chains more or less to the limit between Town Lots "C" and "F" on King Street produced, otherwise to the south-western angle of the said John Small's water lot; thence north sixteen degrees west four chains more or less to the water's edge of the Bay; thence westerly along the water's edge to the north-eastern angle of a Water Lot in front of Town Lot number two on Palace Street, as originally granted to Alexander Legge; thence south sixteen degrees east ten chains more or less to the south-eastern angle of Alexander Legge's said Water Lot; thence south seventy-four degrees west one chain more or less to the south-western angle of the Water Lot in front of the east-half of the Town Lot number two, on Palace Street; thence north sixteen degrees west thirty links more or less to the south-eastern angle of the Water Lot in front of the west-half of Town Lot number two on Palace Street; thence south seventy-four degrees west one chain more or less to the produced eastern limit of Prince's Street; thence south sixteen degrees east one chain thirty links more or less to the aforesaid line between the points near the site of the late French Fort and Gooderham's Windmill; thence north sixty-five degrees east along said line nine chains eighty links more or less to the place of beginning, containing five acres more or less.

Secondly :—Commencing at the intersection of the produced western limit of Prince's Street with a line produced from the point on the site of the late French Fort, west of Toronto Garrison to Gooderham's Windmill; thence north sixteen degrees west twelve chains more or less to the water's edge of the Bay; thence westerly along the water's edge to the north-eastern angle of the Water Lot in front of the Town Lot number four on Palace Street, otherwise to the north-eastern angle of the said last mentioned Water Lot originally granted to the late Eliza Russell; thence south sixteen degrees east four chains fifty links more or less, to the south-eastern angle of the said Water Lot granted to Eliza Russell; thence south seventy-four degrees west two chains more or less to the eastern limit of Caroline Street produced; thence south sixteen degrees east, eight chains seventy links more or less to the aforesaid line between the point near the site of the late French Fort and Gooderham's Windmill; thence north sixty-five degrees east along said line three chains ninety links more

or less to the place of beginning, containing four acres, more or less.

Thirdly :—Commencing at the intersection of the produced western limit of Caroline Street, with a line produced from the point near the site of the late French Fort, west of Toronto Garrison, to Gooderham's Windmill; thence north sixteen degrees west forty links more or less to the south-eastern angle of the Water Lot in front of the east half of Town Lot number five on Palace Street, otherwise the south-eastern angle of the Water Lot originally granted to Jacob Herchmer; thence south seventy-four degrees west seventy-seven links more or less to the south-west angle of the said Water Lot granted to Jacob Herchmer; thence north sixteen degrees west three chains and five links more or less to the south-east angle of the Water Lot originally granted to Quetton St. George, being the Water Lot in front of the west half of Town Lot number five on Palace Street; thence south seventy-four degrees west two chains more or less to the eastern limit of the Water Lot (originally granted to William Allan) in front of the west half of Town Lot number six on Palace Street; thence south sixteen degrees east four chains twenty links more or less to the aforesaid line between the point near the site of the late French Fort and Gooderham's Windmill; thence north sixty-five degrees east along said line two chains seventy links more or less to the place of beginning, containing one acre more or less.

Fourthly :—Commencing at the intersection of the produced western limit of Frederick Street, with a line produced from the point near the site of the late French Fort west of Toronto Garrison to Gooderham's Windmill; thence north sixteen degrees west four chains fifty links more or less to the south-eastern angle of a Water Lot granted to Susannah Maria Willcox, being the Water Lot in front of the east half of Town Lot number seven on Palace Street; thence south seventy-four degrees west one chain more or less to the south-western angle of the said Water Lot as granted to Susannah Maria Willcox; thence north sixteen degrees west twenty links more or less to the south-eastern angle of the Water Lot in front of the west half of Town Lot number seven on Palace Street, being the Water Lot granted to Alexander Wood; thence south seventy-four degrees west one chain more or less to the south-western angle of the said Water Lot as granted to the said Alexander Wood; thence north sixteen degrees west five chains more or less to the south-eastern angle of the Water Lot in front of Town Lot number eight on Palace Street, as granted to the late Duncan Cameron; thence south seventy-four degrees west two chains more or less to the eastern limit of George Street produced; thence south sixteen degrees east ten chains thirty links more or less to the aforesaid line between the point near the

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site of the late French Fort and Gooderham's Windmill; thence north sixty-five degrees east along said line three chains eighty links more or less to the place of beginning; containing three acres more or less.

Fifthly:—Commencing at the intersection of the produced western limit of George Street with a line produced from the point near the site of the late French Fort, west of Toronto Garrison, to Gooderham's Windmill; thence north sixteen degrees west five chains seventy links more or less to the south-eastern angle of the Water Lot in front of the east half of Town Lot number nine on Palace Street, otherwise the Water Lot originally granted to Andrew Mercer; thence south seventy-four degrees west one chain more or less to the limit between the said Water Lot granted to the said Andrew Mercer, and the Water Lot in front of the west half of Town Lot number nine on Palace Street, originally granted to William Bergin; thence south sixteen degrees east five chains seventy-two links more or less to the aforesaid line between the point near the site of the late French Fort and Gooderham's Windmill; thence north sixty-five degrees east along said line one chain more or less to the place of beginning; containing half an acre more or less.

Sixthly:—Commencing at the intersection of the produced eastern limit of New Street, with a line produced from the point near the site of the late French Fort, west of Toronto Garrison, to Gooderham's Windmill; thence north sixteen degrees west five chains sixty-five links more or less to the south-western angle of the Water Lot in front of the west half of Town Lot number ten on Palace Street, originally granted to Grey C. Wood; thence north seventy-four degrees east thirty-three links more or less to the north-western angle of the Water Lot granted to Thomas Milburn; thence south sixteen degrees east five chains sixty-three links more or less to the aforesaid line between the point near the site of the late French Fort and Gooderham's Windmill; thence south sixty-five degrees west along said line, thirty-four links more or less to the place of beginning; containing eighteen thousand, six hundred and forty-five square links, more or less.

Seventhly:—Commencing at the intersection of the produced western limit of the street on the west side of the Market with a line produced from the point near the site of the late French Fort west of Toronto Garrison, to Gooderham's Windmill; thence north sixteen degrees west five chains more or less, to the south-eastern angle of the Water Lot lettered "G," as originally granted to Henry Hamilton; thence south seventy-four degrees west one chain more or less to the limit between the Water Lot lettered "G" and the Water Lot lettered "H;" thence south sixteen degrees east thirty links more or less to the south-eastern angle of

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the said Water Lot lettered "H," originally granted to Thomas Helliwell; thence south seventy-four degrees west one chain more or less to the Water Lot lettered "I," originally granted to Ulick Howard; thence south sixteen degrees east thirty links more or less to the south-eastern angle of the said Water Lot lettered "I;" thence south seventy-four degrees west one chain more or less to the Water Lot lettered "K;" thence north sixteen degrees west ten chains more or less to a line produced from the north-western angle of the present storehouse erected on the Water Lot in front of the south-eastern angle of the Market, commonly called the Farmer's Store, and Bergin's Store, erected at the north-eastern angle of the Water Lot lettered "A," in front of the Town Lot lettered "A," on the north side of Market Street; thence south-westerly along said line to the north-eastern angle of the Water Lot lettered "F," originally granted to John Bishop the elder; thence south sixteen degrees east thirteen chains more or less to the aforesaid line between the point and the site of the late French Fort and Gooderham's Windmill; thence north sixty-five degrees east along said line, three chains more or less to the place of beginning; containing two acres more or less.

Eighthly :—Also commencing at the intersection of the produced eastern limit of Church Street with a line produced from the point near the site of the late French Fort west of Toronto Garrison, to Gooderham's Windmill; thence north sixteen degrees west one chain more or less to the south-western angle of the Water Lot lettered "D," originally granted to John Ewart; thence north seventy-four degrees east one chain more or less to the south-eastern angle of said Water Lot lettered "D;" thence north sixteen degrees west thirty links more or less to the south-western angle of the Water Lot lettered "E," originally granted to D'Arcy Boulton the younger; thence north seventy-four degrees east one chain more or less to the limit between Water Lots "E" and "F;" thence south sixteen degrees east one chain more or less to the aforesaid line between the point near the site of the late French Fort and Gooderham's Windmill; thence south sixty-five degrees west along said line two chains more or less to the place of beginning; containing twenty thousand square links more or less.

Ninthly :—Also commencing at the intersection of the produced western limit of Church Street with a line produced from the point near the site of the late French Fort west of Toronto Garrison, to Gooderham's Windmill; thence north sixteen degrees west six chains eighty links more or less to the south-eastern angle of that part of the Water Lot lettered "A," granted to William Bergin, being south-easterly continuation of that part of the said Water Lot "A," previously granted to William Cooper, situated in front of the Town Lot lettered "A," on the north side of

Market Street ; thence south seventy-four degrees west two chains more or less to the south-western angle of the aforesaid part of the said Water Lot "A" as granted to the said William Bergin ; thence north sixteen degrees west three chains more or less to the southern limit of that part of the said Water Lot lettered "A," as granted to the said William Cooper ; thence south seventy-four degrees west one chain fifteen links more or less to the eastern limit of the Water Lot lettered "L ;" thence south sixteen degrees east ten chains twenty links more or less to the aforesaid line between the point near the site of the late French Fort and Gooderham's Windmill ; thence north sixty-five degrees east along said line three chains twenty links more or less to the place of beginning ; containing two acres and a half more or less.

Tenthly :—Also commencing at the Water's edge of the Bay, in the eastern limit of Scott Street produced ; thence south sixteen degrees east thirteen chains more or less to a line produced from the point near the site of the late French Fort west of Toronto Garrison, to Gooderham's Windmill ; thence north sixty-five degrees east along said line two chains forty-three links ; thence north sixteen degrees west thirteen chains more or less to the water's edge of the Bay ; thence westerly along the same to the place of beginning ; containing three acres more or less.

Eleventhly :—Also commencing in the western limit of Scott Street produced, and at the water's edge of the Bay ; thence south sixteen degrees east thirteen chains more or less to a line produced from the point near the site of the late French Fort west of Toronto Garrison, to Gooderham's Windmill ; thence south sixty-five degrees west along said line four chains ninety links more or less to the eastern limit of Yonge Street produced ; thence north sixteen degrees west eight chains fifty links more or less to the south-western angle of that part of Water Lot number one in front of Town Lot number one on the north side of Front Street, granted to the Honorable Thomas Scott, deceased ; thence north seventy-four degrees east three chains seventeen links more or less to the south-eastern angle of the said Water Lot number one as heretofore granted to the said Thomas Scott, deceased ; thence north sixteen degrees west three chains more or less to the water's edge of the Bay ; thence northerly and easterly along the same to the place of beginning ; containing four acres and a half more or less.

Twelfthly :—Also commencing at the water's edge of the Bay in the eastern limit of Bay Street produced ; thence south sixteen degrees east ten chains more or less to a line produced from the point near the site of the late French Fort west of Toronto Garrison to Gooderham's Windmill ; thence north sixty-five degrees east five chains fifty links more or less to the western

limit of the Water Lot in Front of the Town Lot number two on the north side of Front Street; thence north sixteen degrees west eleven chains fifty links more or less to the water's edge of the Bay; thence westerly and south-westerly along the same to the north-eastern angle of that part of the Water Lot in front of the Town Lot number four on the north side of Front Street, previously granted to Eliza Russell, deceased; thence south sixteen degrees east four chains fifty links more or less to the south-eastern angle of that part of the said Water Lot previously granted to Eliza Russell aforesaid; thence south seventy-four degrees west two chains twenty-five links more or less to the south-western angle of that part of said Water Lot previously granted to the said Eliza Russell; thence north sixteen degrees west four chains fifty links more or less to the water's edge of the Bay; thence westerly along the same to the place of beginning; containing six acres more or less.

Thirteenthly :—Also commencing at the water's edge of the Bay in the eastern limit of York Street produced; thence south sixteen degrees east twelve chains more or less to a line produced from the point near the site of the late French Fort west of Toronto Garrison, to Gooderham's Windmill; thence north sixty-five degrees east along said line thirteen chains more or less to the western limit of Bay Street produced; thence north sixteen degrees west eleven chains more or less to the water's edge of the Bay; thence westerly along the same to the place of beginning; containing fourteen acres more or less.

Fourteenthly :—Also commencing at the water's edge of the Bay in the eastern limit of Graves Street produced: thence south sixteen degrees east thirteen chains more or less to a line produced from the point near the site of the late French Fort west of Toronto Garrison, to Gooderham's Windmill; thence north sixty-five degrees east nine chains fifty links more or less to the western limit of York Street produced; thence north sixteen degrees west twelve chains fifty links more or less to the water's edge of the Bay; thence westerly along the same to the place of beginning; containing eleven acres more or less.

Fifteenthly :—Also commencing at the water's edge of the Bay in the western limit of Berkeley Street produced; thence westerly along the said water's edge to the eastern limit of Prince's Street produced; thence north sixteen degrees west one chain more or less to the top of the bank; thence easterly along the top of the bank to its intersection with the produced western limit of Berkeley Street aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing one acre more or less.

Sixteenthly;—Also commencing at the water's edge of the Bay in the western limit of Prince's Street produced; thence westerly along the said water's edge to the eastern limit of Caroline Street produced; thence south sixteen degrees west one chain more or less to the top of the bank; thence easterly along the top of the bank to its intersection with the produced western limit of Prince's Street aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing four-tenths of an acre more or less.

Seventeenthly :—Also commencing at the water's edge of the Bay in the western limit of Caroline Street produced; thence westerly along the said water's edge to the western limit of Frederick Street produced; thence north sixteen degrees west one chain more or less to the top of the bank; thence easterly along the top of the bank to its intersection with the produced western limit of Caroline Street aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing four-tenths of an acre more or less.

Eighteenthly :—Also commencing at the water's edge of the Bay in the western limit of Frederick Street produced; thence westerly along the said water's edge to the eastern limit of George Street produced; thence north sixteen degrees west one chain more or less to the top of the bank; thence easterly along the top of the bank to its intersection with the produced western limit of Frederick Street aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing four-tenths of an acre more or less.

Nineteenthly :—Also commencing at the water's edge of the Bay in the western limit of George Street produced; thence westerly along the said water's edge to the eastern limit of New Street produced; thence north sixteen degrees west one chain more or less to the top of the bank; thence easterly along the top of the bank to its intersection with the produced western limit of George Street aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing three-tenths of an acre more or less.

Twentiethly :—Also commencing at high water mark of the Bay in the western limit of New Street produced; thence westerly along high water mark to the north-western angle of the Water Lot granted to Joseph Shephard and others in trust; thence south sixteen degrees east fifty links more or less to the north-eastern angle of the Water Lot in front of the south-west corner of the Market Buildings and as granted to the City of Toronto; thence westerly in a direct line between the north-western angle of the present storehouse erected on the Water Lot in front of

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the Town Lot number eight on Palace Street, and Bergin's storehouse erected on the Water Lot lettered "A" in front of Town Lot lettered "A" on Market Street to the western limit of the Market Buildings produced; thence north sixteen degrees west one chain more or less to the top of the bank; thence westerly along the top of the bank to its intersection with the western limit of New Street produced; thence south sixteen degrees east one chain more or less to the place of beginning; containing twenty thousand square links more or less.

Twenty-firstly :—Also commencing at the intersection of the western limit of the street on the west side of Toronto Market with a line produced from the north-western angle of the present storehouse (commonly called the Farmer's Store) erected on the Water Lot in front of the south-eastern corner of the Market, to the north-western angle of Bergin's (late Cooper's) storehouse erected at the north-eastern angle of the Water Lot in front of Town Lot lettered "A" on Market Street; thence south-westerly along said line to its intersection with the eastern limit of Church Street produced; thence north sixteen degrees west one chain more or less to the top of the bank; thence north-easterly along the same to its intersection with the produced western limit of the street on the west side of the Market aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing half an acre more or less.

Twenty-secondly ;—Also commencing at the water's edge of the Bay in the western limit of Church Street produced; thence south-westerly along the said water's edge to the produced eastern limit of Scott Street; thence north sixteen degrees west one chain more or less to the top of the bank; thence north-easterly along the top of the bank to its intersection with the produced western limit of Church Street aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing three quarters of an acre more or less.

Twenty-thirdly :—Also commencing at the water's edge of the Bay in the western limit of Scott Street produced; thence south-westerly and westerly along the said water's edge to its intersection with the produced eastern limit of Yonge Street; thence north sixteen degrees west one chain more or less to the top of the bank; thence easterly and north-easterly along the same to its intersection with the produced western limit of Scott Street aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing three quarters of an acre more or less.

Twenty-fourthly :—Also commencing at the water's edge of the Bay in the produced western limit of Yonge Street; thence

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westerly, south-westerly and westerly along the said water's edge to its intersection with the produced eastern limit of Bay Street; thence north sixteen degrees west one chain more or less to the top of the bank; thence easterly, north-easterly and easterly along the same to its intersection with the produced western limit of Yonge Street aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing three quarters of an acre more or less.

Twenty-fifthly :—Also commencing at the water's edge of the Bay in the western limit of Bay Street produced; thence westerly along the said water's edge to its intersection with the produced eastern limit of York Street; thence north sixteen degrees west one chain more or less to the top of the bank; thence easterly along the same to its intersection with the produced western limit of Bay Street aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing one acre more or less, and

Twenty-sixthly :—Also commencing at the water's edge of the Bay in the produced western limit of York Street; thence westerly along the the said water's edge to its intersection with the produced eastern limit of Graves Street; thence north sixteen degrees west one chain more or less to the top of the bank; thence easterly along the same to its intersection with the produced western limit of York Street afresaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing one acre more or less, together with all woods and waters thereon lying and being under the reservations and limitations, uses, trusts and conditions hereinafter expressed, to have and to hold the said parcels or tracts of land covered with water and the said strips of land hereby given and granted, to the said City of Toronto and its successors forever, saving and reserving to us, our heirs and successors, all mines of gold and silver that shall or may be hereafter found on any part of the said parcels or tracts of land hereby given and granted as aforesaid, but nevertheless upon the trusts and to and for the ends, interests and purposes hereinafter declared or expressed concerning the same, that is to say: Upon trust, in the first place to and for the public purposes of the said City of Toronto, and from time to time to lease and let such and such parts of the said Water Lots and strips of land as from time to time the Mayor, Aldermen and Commonalty of the said City of Toronto in Common Council assembled may think fit to order and direct, for such term or terms not exceeding in any one term the period of fifty years, reserving by such lease or leases such reasonable rent or rents as the said Mayor, Aldermen and Commonalty of the said City of Toronto in Common Council assembled shall order and direct to be reserved and paid by the lessees; the said rent and rents to

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be reserved to and for the public use and purposes of the said City of Toronto, and in the next place upon this further trust that all such lots or parts of lots as may be used by the said City of Toronto for the uses or purposes of said City, and in the case of leases of such of them as may be leased as hereinbefore directed the said leases shall respectively contain a clause or covenant that all such lots or parts or parcels of the said lots respectively as may be so used by the said City occupied or leased as aforesaid, shall be filled up three feet above high water level within three years from the time of the said leases respectively, or from the time of such occupation by the said City of Toronto of the said lots or parcels of lots respectively, the same to be filled up from the water's edge of the Bay to the south side of the Esplanade, marked, laid down and designated in the plan of the said Water Lots hereto annexed; and upon this further trust, that the said City of Toronto shall within three years after the time of the occupation of the said Water Lots or parts or portions thereof for the said purposes, and in case of the leases of the said Water Lots or any parts or portions thereof, the said leases shall respectively contain a covenant that within three years from the time of such leasing respectively an Esplanade shall be made and constructed of such materials and according to such plan as shall be devised, ordered and directed by the act of the Mayor, Aldermen and Commonalty of the said City of Toronto in Common Council assembled, the said Esplanade to be not less than one hundred feet in width and to be made in all the said lots at the place designated in the said plan hereto annexed and marked in the same with the letter "O;" and upon this further trust, that all the stores and buildings to be put up and erected upon the said Water Lots or any or either of them shall in all cases, whether the same be occupied by the said City of Toronto for the purposes of the said City, or whether the same be leased as aforesaid, be built and constructed in such manner, and of such materials, and according to such plans as the said Mayor, Aldermen and Commonalty of the said City of Toronto in Common Council assembled shall devise, order, and direct; and upon this further, trust that the said City of Toronto shall convey and assure to the different individuals or persons who now are or may be entitled to the lots originally granted, or such parts and portions of the said lots respectively as any person or persons now are or may be entitled to in the said lots heretofore granted, all and singular such parts and portions of the said strips of land along the bank as adjoin to the said lots heretofore granted; provided always the same shall be conveyed to the person or persons subject to such general regulations as affect the whole, as to buildings thereon as well as to the regulations respecting the said Esplanade marked "O" on the said plan and such as may be made respecting the making of the bank even and regular; and also upon this further trust that the said

City of Toronto shall convey and assure to the said persons respectively that portion of the said Water Lots which adjoin to and lie on the south of the said Water Lots already granted up to the line marked on the said plan "I K," being the limit of the said lots hereby granted to the said City of Toronto; the same to be conveyed and assured subject to such general regulations as affect the whole, and subject to the provisoes, conditions and limitations herein contained, and all such conveyances or assurances so to be made shall be subject to such conditions as herein are contained; and upon this further trust that the said land covered with water or Water Lots which lie to the south of the said Water Lots heretofore granted or located is not to be used by the said City of Toronto, leased or otherwise departed with than as hereinbefore provided for and expressed as respecting the persons respectively who are or may be entitled to the said Water Lots heretofore granted. And whereas, by an Act of the Parliament of Great Britain passed in the thirty-first year of the Reign of His late Majesty King George the Third, entitled: "An Act to repeal certain parts of an Act passed in the fourteenth year of His Majesty's reign, entitled: 'An Act for making more effectual provision for the Government of the Province of Quebec, in North America, and to make further provision for the Government of the said Province,'" it is declared that no grant of lands thereafter made should be valid or effectual unless the same should contain a specification of the lands to be allotted and appropriated solely to the maintenance of a Protestant Clergy within the said Province in respect to the lands to be hereby granted. Now know ye, that we have caused allotments or appropriations to be made as follows, that is to say: one-seventh of five acres for the first herein described portion of land; one-seventh of four acres for the second herein described portion of land; one-seventh of an acre for the third herein described portion of land; one-seventh of three acres for the fourth herein described portion of land; one-seventh of an acre for the fifth herein described portion of land; one-seventh of eighteen thousand six hundred and forty-five square links for the sixth herein described portion of land; one-seventh of two acres for the seventh herein described portion of land; one-seventh of twenty thousand square links for the eighth herein described portion of land; one-seventh of two and a half acres for the ninth herein described portion of land; one-seventh of three acres for the tenth herein described portion of land; one-seventh of four and a half acres for the eleventh herein described portion of land; one-seventh of six acres for the twelfth herein described portion of land; one-seventh of fourteen acres for the thirteenth herein described portion of land; one-seventh of eleven acres for the fourteenth herein described portion of land; one-seventh of an acre for the fifteenth herein described portion of land; one-seventh of

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four-tenths of an acre for the sixteenth herein described portion of land ; one-seventh of four-tenths of an acre for the seventeenth herein described portion of land ; one-seventh of four-tenths of an acre for the eighteenth herein described portion of land ; one-seventh of three-tenths of an acre for the nineteenth herein described portion of land ; one-seventh of twenty thousand square links for the twentieth herein described portion of land ; one-seventh of half an acre for the twenty-first herein described portion of land ; one-seventh of three-quarters of an acre for the twenty-second herein described portion of land ; one-seventh of three-quarters of an acre for the twenty-third herein described portion of land ; one-seventh of three-quarters of an acre for the twenty-fourth herein described portion of land ; one-seventh of an acre for the twenty-fifth herein described portion of land ; and one-seventh of an acre for the twenty-sixth herein described portion of land, in lot number six in the second concession from the Bay, in the Township of York of our said Province.

Given under the great seal of our Province of Upper Canada, witness our trusty and well-beloved Sir George Arthur, K. C. B., Lieutenant-Governor of our said Province, and Major-General commanding our forces therein at Toronto this twenty-first day of February, in the year of our Lord one thousand eight hundred and forty, and in the third year of our reign.

By command of His }
Excellency-in-Council. }

(Signed.) R. A. TUCKER,
Secretary.