

16,1941

BLAKE & REDDEN

No. 23 of 1940

In the Privy Council

ON APPEAL FROM THE COURT OF APPEAL FOR ONTARIO

BETWEEN:

INTERNATIONAL RAILWAY COMPANY

(Plaintiff) APPELLANT,

AND

THE NIAGARA PARKS COMMISSION

(Defendant) RESPONDENT.

APPENDIX OF STATUTES

BLAKE & REDDEN,

17, Victoria Street, London, S.W. 1.

Solicitors for the Appellant.

GARD, LYELL & CO.,

47, Gresham Street, London, E.C. 2.

Solicitors for the Respondent.

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REVISED STATUTES OF ONTARIO (1937)

SECTION VI.
PUBLIC PARKS.

CHAPTER 93.

THE NIAGARA PARKS ACT.

1. In this Act,—

Interpre-
tation.

(a) "Commission" shall mean Niagara Parks Commission;

"Com-
mission."

(b) "Parks" shall mean and include Queen Victoria Niagara Falls Park as heretofore established, Butler's Burying Ground and Queenston Heights Park and all other lands and lands covered with water, including roads and boulevards vested in or placed under the control of the Commission. R.S.O. 1927, c. 81, s. 1

"Parks."

10

PART I.

NIAGARA PARKS COMMISSION.

2.—(1) The body corporate heretofore constituted by the name of "The Commissioners for the Queen Victoria Niagara Falls Park" is continued and shall hereafter be known as "The Niagara Parks Commission" hereinafter called the "Commission."

Niagara
Parks Com-
mission.

(2) The members of the Commission shall be not less than five in number, to be appointed by the Lieutenant-Governor in Council and shall be styled "Commissioners" and hold office during pleasure.

Term of
office.

(3) The commissioners shall receive their actual disbursements but no other compensation. R.S.O. 1927, c. 81, s. 2.

Remunera-
tion.

(4) Any member of the Legislative Assembly may be appointed as a member of the Commission.

Appoint-
ment of
members.

(5) Notwithstanding anything in *The Legislative Assembly Act* the appointment of the chairman or of any other member of the Commission if a member of the Assembly shall not be avoided by reason of the payment to him, or the acceptance by him of any allowance, expenses or disbursements under this Act, nor shall he thereby vacate or forfeit his seat or incur any other penalties imposed by the said Act for sitting and voting as a member of the Assembly. 1935, c. 47, s. 2.

Payment of
member of
Assembly
acting on
Commission.Rev. Stat.,
c. 12.

3. All real and personal property and all rights, powers and privileges heretofore vested in and exercisable by the commissioners for the Queen

Rights and
powers of
Commission.

Victoria Niagara Falls Park are hereby vested in and shall be exercisable by the Niagara Parks Commission. R.S.O. 1927, c. 81, s. 3

Powers as to acquiring lands, highways, etc.

4.—(1) The Commission, with the consent of the Lieutenant-Governor in Council, may enter upon, take, use and acquire such lands, including a right or interest in, and an easement over land, and also including highways vested in the corporation of any municipality, tenements and rights as they may consider expedient.

Councils authorized to transfer highway to commissioners.

(2) The municipal council of any municipality may convey to the Commission for a real or nominal consideration, any highway, lands, tenements or rights vested in the municipality which the Lieutenant-Governor in Council¹⁰ authorizes the Commission to acquire, and this subsection shall be construed so as to include any lands (including highways vested in the corporation of any municipality), tenements or rights heretofore conveyed to the Commission, consented to, or which may hereafter be consented to, by the Lieutenant-Governor in Council.

Restriction on use of highways acquired, etc., by the Commission.

(3) A highway opened or widened by the Commission shall not be used or occupied as a stand by vehicles kept for hire, or by booths or stands for the sale of newspapers or photographs, or for the carrying on of a refreshment business or the like.

Agreement as to maintenance and repair of roads.

(4) The corporation of any municipality may enter into an agreement²⁰ with the Commission for the construction or the maintenance or repair by the Commission of any road within the limits of the municipality, or for the payment by the corporation of the municipality of any part of the cost of construction or of the maintenance or repair of any road constructed or acquired by the Commission within the limits of the municipality, and this subsection shall be read so as to include any agreement heretofore or hereafter made. R.S.O. 1927, c. 81, s. 4.

Procedure to acquire land, etc.

Order-in-Council vesting highways in Commission.

5. Notwithstanding anything contained in any general or special Act, the Lieutenant-Governor in Council may by Order-in-Council vest any highway in any municipality in the Commission and thereafter the Commission³⁰ shall have exclusive jurisdiction over the said highway. R.S.O. 1927, c. 81, s. 5.

Application of Rev. Stat. c. 54.

6.—(1) Whenever the Commission is authorized by this Act or by the Lieutenant-Governor in Council to enter upon, take, use, or acquire any lands, tenements or rights under the provisions of this Act, the Commission in respect thereof shall have the powers and shall proceed in the manner provided by *The Public Works Act* where the Minister of Public Works takes land or property for the use of Ontario, and the provisions of that Act shall *mutatis mutandis* apply.

To what extended.

(2) The compulsory powers conferred by this Act shall extend to land, works, rights, powers, privileges and property notwithstanding that the same⁴⁰ are or may be deemed to be devoted to the public use or that the owner thereof possesses the power to take lands compulsorily. R.S.O. 1927, c. 81, s. 6.

7.—(1) In addition to the powers conferred upon the Commission under any other provisions of this Act the Commission, with the approval of the Lieutenant-Governor in Council, may from time to time borrow money to meet any indebtedness of the Commission accruing due, or for the purchasing or otherwise acquiring real or personal property, or making improvements, or for any other purpose of the Commission and may issue, bonds, debentures, notes or other securities to provide for the repayment of any moneys so borrowed and such securities may be payable at such times and in such manner and at such place or places in Canada or elsewhere and may bear such interest as the Commission may deem proper.

Commission authorized to issue bonds, debentures, etc.

(2) The Lieutenant-Governor in Council may authorize the Treasurer of Ontario for and on behalf of Ontario to guarantee the payment of any securities issued by the Commission for the purposes aforesaid.

Guaranteeing bonds.

(3) The form of guaranty and the manner of its execution shall be determined by the Lieutenant-Governor in Council. R.S.O. 1927, c. 81, s. 7.

Form of guaranty.

8. Subject to any direction of the Lieutenant-Governor in Council, the Commission may,—

Powers of Commission.

(a) construct and operate inclined planes and hydraulic or other lifts, to be worked by any power, acquire and operate busses, coaches and other vehicles for the accommodation of the public, and build and operate boats or vessels to be used in connection with the Park;

(b) pull down all houses and other erections and buildings on lands acquired and purchased by the authority of this Act, or such of them or such part thereof as it may deem proper to be pulled down, and level and clear the ground whereon the same stand, in such manner as it may deem proper, and sell the materials of the houses and other buildings to be taken down and removed, and the money to be produced by the sale thereof, after deducting expenses, and also the rents and profits to which they may be entitled meantime, shall be applied in carrying out the purposes of this Act;

(c) lay out, plant and enclose the Parks in such manner as they think fit, and improve and develop the same in accordance with the objects of this Act;

(d) take and collect tolls for the use of constructions, appliances, vessels, or works required to afford facilities to visitors to reach and view the points of interest within the Parks, and involving the expenditure of money in construction and maintenance, as well as for services to be rendered for the convenience or accommodation of visitors;

(e) make orders and regulations for opening and closing the gates and entrances of the Parks at such hours as they think fit,

but so as not to interfere with or affect an agreement heretofore entered into between the Commission and the Canada Southern Railway Company; R.S.O. 1927, c. 81, s. 8.

(f) erect, construct or acquire by purchase, lease or otherwise, and maintain and operate a bridge or bridges over the Niagara River and for that purpose enter into agreements or contracts with any corporation or individual or with any corporate or other authority having control of the territory beyond the International Boundary Line required for the purpose of such bridge or bridges, or enter into and carry out any agreement or arrangement for the joint construction, maintenance and operation by the Commission and such authority of any such bridge or bridges. 1929, c. 27, s. 2.

Parks to be
a public
work.

9. All works or land whereon any expenditure is authorized in pursuance of this Act shall be deemed and are declared to be public works of Ontario notwithstanding that they are in the care or charge of the Commission. R.S.O. 1927, c. 81, s. 9.

Regulations
of
Commission.

10.—(1) The Commission may from time to time with the approval of the Lieutenant-Governor in Council make regulations,—

(a) prescribing the tariff of tolls or payments for the use of works, vessels or services in the Parks; 20

(b) governing the conduct of visitors in the Parks; R.S.O. 1927, c. 81, s. 10 (1), cls. (a, b).

(c) governing and regulating vehicular and pedestrian traffic in the Parks and on any highway, road, boulevard and public place vested in the Commission and over which it has control, and for prohibiting such traffic by means of any particular class or classes of vehicles or except upon such terms and conditions as the Commission may prescribe; 1933, c. 59, s. 5 (1).

(d) fixing the hours during which the Parks or any building or property in the Parks shall be open to the public; 30

(e) providing for the use, government, control and management of the Parks and for the protection and preservation of all works in the same from injury and of the trees, shrubs, walks, seats, gates, fences and palings and all other parts thereof;

(f) for the exclusion of improper persons from the Parks; and

(g) for imposing penalties not exceeding \$100 for any breach of any such by-law or regulation. R.S.O. 1927, c. 81, s. 10 (1), cls. (c, f).

Offences
punishable
under
Rev. Stat.,
c. 136.

(2) Any offence against any such by-law shall be punishable under *The Summary Convictions Act*, and the penalties recoverable under this section shall be payable to the Commission. R.S.O. 1927, c. 81, s. 10 (2). 40

11.—(1) The Lieutenant-Governor in Council, upon the recommendation of the Commission, may make regulations prohibiting or regulating the erection of signs and signboards and the posting or painting of signs or notices and the exposing of any advertising device upon, or within one-quarter of a mile from any park, boulevard, road, roadway or other land vested in or controlled by the Commission. Regulations as to signboards, etc.

(2) Any person contravening any such regulations shall incur a penalty of not less than \$1 nor more than \$100, recoverable under *The Summary Convictions Act*, and every such penalty shall be paid over to the Commission. Penalty. Rev. Stat., c. 136.
 10 R.S.O. 1927, c. 81, s. 11.

12. The Parks shall be open to the public, subject to any rules and regulations approved by the Lieutenant-Governor in Council. Grounds open to public. R.S.O. 1927, c. 81, s. 12; 1933, c. 59, s. 5 (2).

13.—(1) *The Public Vehicle Act* shall apply to the highways, roads, boulevards and public places vested in the Commission and over which the Commission has control except that as to such highways, roads, boulevards and public places the Commission shall be deemed to be substituted for the Department of Highways and for the Lieutenant-Governor in Council, and the licenses, fees and tolls collected by the Commission and the penalties Where highways vested in Commission. Application of Rev. Stat., c. 289.
 20 imposed under the said Act or under any regulations made thereunder, shall be payable to the Commission and shall be accounted for and dealt with in the manner provided by section 21 and the following sections of this Act.

(2) The regulations made by the Commission under the authority of subsection 1 shall be subject to the approval of the Lieutenant-Governor in Council. Regulations. R.S.O. 1927, c. 81, s. 13.

14.—(1) The Commission may appoint such officers as may be required for the superintendence and management of the Parks, and may also appoint keepers and other officers to preserve order in the Parks, and may dismiss any persons so appointed. Park officers.

30 (2) Such appointments or dismissals shall be subject to the approval of the Lieutenant-Governor in Council. Appointment, etc.

(3) The salaries of such officers shall be payable out of any funds in the hands of the Commission. Salaries.

(4) The Commission may employ gardeners and workmen as they may deem necessary, and may dismiss or dispense with the services of such persons, subject to any directions of the Lieutenant-Governor in Council. Gardeners and workmen. R.S.O. 1927, c. 81, s. 14.

15. The Commission shall cause books to be provided and true and regular accounts to be entered therein of all money received and paid, and of Books of account.
 40 the several purposes for which the same was received and paid, and such

books shall at all times be open to the inspection of any of the commissioners, and of the Treasurer of Ontario, and of any person appointed by the Commission or Treasurer for that purpose, and of any other person appointed by the Lieutenant-Governor, and any commissioner and any such person may take copies of, or extracts from such books. R.S.O. 1927, c. 81, s. 15.

Security
by officers.
Rev. Stat.,
c. 16.

16. Any person entrusted by the Commission with the custody or control of money by virtue of his employment, shall give security in the manner and form provided by *The Public Officers Act*. R.S.O. 1927, c. 81, s. 16.

Annual
report and
accounts.

17.—(1) The Commission shall make an annual report for the information of the Legislature, setting forth the receipts and expenditure of the year, and such other matters as may appear to them to be of public interest in relation to the Parks, or as the Lieutenant-Governor in Council may direct.

Application
of Rev. Stat.,
c. 24.

(2) Sections 10, and 28 to 30 of *The Audit Act* shall apply to the accounts of the commissioners in respect of receipts and expenditures. R.S.O. 1927, c. 81, s. 17.

Agreements
with municipa-
lities as
to improve-
ments.

18.—(1) The Commission and the corporation of any municipality in which lands vested in the Commission are situate or which adjoins such lands may enter into agreements for,—

(a) establishing, laying out, opening, grading, altering the grade of, extending, widening, altering, diverting, constructing, reconstruct-
ing, paving or otherwise improving a highway in the municipality and
acquiring by the corporation of lands for any such purpose;

(b) maintaining and repairing any highway in the municipality;

(c) vesting in the Commission ownership of or jurisdiction and control over any lands acquired under or any highway described in any such agreement;

(d) apportioning between the Commission and the corporation the cost of any work undertaken under any such agreement;

(e) payment of the whole or any part of the cost of any work undertaken under any such agreement and providing for payment
either in one sum or by annual or other instalments or otherwise as
the agreement may stipulate.

Compensa-
tion where
lands
acquired or
injured to be
paid by
municipa-
lity.

(2) Every agreement entered into under the authority of subsection 1 shall provide that the cost of any lands acquired pursuant thereto and all compensation payable in respect to such acquisition or for injurious affection to lands by reason of any work undertaken under any such agreement shall solely be borne and paid by the corporation of the municipality entering into the agreement.

Local
improve-
ment works.

(3) The Commission and the corporation of any municipality in which lands vested in the Commission are situate or which or any part of which

adjoins or is within three miles of such lands may enter into agreements for the undertaking by the corporation in, upon, under, through, across, along or for any street or highway vested in or under the jurisdiction and control of the Commission of any work of any of the characters or descriptions mentioned in *The Local Improvement Act* as work which may be undertaken as a local improvement, including the acquisition of lands and the use of the same for establishing, laying out, opening, grading, altering the grade of, extending, widening, altering, diverting or otherwise improving a highway vested or to be vested in the Commission. Rev. Stat.,
c. 269.

10 (4) Any work undertaken by the corporation of a municipality pursuant to the provisions of any agreement entered into under subsection 3 may by the corporation be undertaken as a local improvement under *The Local Improvement Act* and according to the provisions thereof, notwithstanding that the street or highway is not vested in such corporation or that its council has no jurisdiction or control thereover. Work may be undertaken as local improvement.

(5) In any agreement entered into under subsection 3 the Commission may agree to contribute such sum or sums towards the cost of any work undertaken thereunder and either in cash or by annual or other instalment or otherwise, but nothing in this section or in any agreement contained nor any such contribution shall in any way render liable to assessment under *The Local Improvement Act* for the cost of any such work any of the lands vested in the Commission whether abutting directly on the work or otherwise, which said land shall continue to remain exempt from assessment and taxation. Payment for work.

20 (6) Every agreement entered into under subsection 3 shall provide that the corporation of the municipality entering into the same shall solely be responsible for any injury or damage resulting from or by reason of the execution of any work undertaken thereunder or from the existence of such work during the time of its construction and after the completion or from non-repair of the same and for all claims, demands, actions, suits, proceedings, costs and damages resulting therefrom. Liability of municipality.

30 (7) It shall not be necessary that any agreement entered into under this section be submitted to or receive the assent of the electors of the municipality, or that any by-law or by-laws of the corporation of such municipality for the issue of debentures to defray the cost or share of the cost of lands acquired or works undertaken under any such agreement shall be submitted to or receive the said assent. Assent of electors not required.

(8) Every agreement heretofore entered into between the Commission and the corporation of a municipality with the approval of the Lieutenant-Governor in Council for any of the purposes mentioned in this section shall be and shall be deemed to have been legal, valid and binding upon the Commission and upon such corporation and the ratepayers thereof and the provisions of subsection 7 shall apply thereto. Confirmation of agreements heretofore made.

40 (9) No agreement hereafter entered into under this section shall be effective or binding until the same is approved by the Lieutenant-Governor in Council. Approval of Lieutenant-Governor in Council.

in Council, and upon such approval being obtained the agreement shall be legal, valid and binding upon the Commission and upon the corporation of the municipality entering into the same and the ratepayers thereof and shall not be open to question in any court. 1931, c. 22, s. 2.

Nuisances.

19. The Commission shall not carry on or allow to be carried on in the Parks or upon any of the lands so acquired by them, any noisome or offensive trade or business whatever. R.S.O. 1927, c. 81, s. 19.

Collection of revenues and rentals.

20. Subject to any direction or order of the Lieutenant-Governor in Council, and to the provisions of this Act, the Commission may continue to collect the revenues and rentals payable or collectible under the several agreements made by and between the Commission acting on its own behalf and with the approval of the Government of Ontario and the Canadian Niagara Power Company, the Ontario Power Company of Niagara Falls and the Electrical Development Company of Ontario, Limited. R.S.O. 1927, c. 81, s. 20.

Application of revenues and rentals.

21. The revenues and rentals mentioned in section 20 and the revenue received from the other sources authorized by this Act shall be applied as follows:

1. To the payment half-yearly of the interest payable on the debentures issued by the Commission;

2. To provide for the retirement of the said debentures at maturity by a sinking fund or otherwise according to the terms of the debentures issued by the Commission hereunder;

3. To the necessary outgoing expenses of all works necessary to the preservation, improvement and maintenance of the Parks, and to the payment of the salaries of the officers and others employed by the Commission, and other incidental expenses;

and all revenues and rentals which are not required for such purposes shall on or before the 1st day of July in each year be paid over by the Commission to the Treasurer of Ontario, and shall form part of the Consolidated Revenue Fund of Ontario. R.S.O. 1927, c. 81, s. 21.

30

Approval of estimates.

22. Before any expenditure on capital account is made out of such revenues and rentals in respect of any works within the Parks, or on premises under the control of the Commission, the estimates therefor shall be submitted to and approved of by the Lieutenant-Governor in Council. R.S.O. 1927, c. 81, s. 22.

Application of sinking fund.

23. The annual sums for the sinking fund shall be remitted by the Commission to the Treasurer of Ontario by half-yearly payments in such manner as the Lieutenant-Governor in Council may direct and interest to be calculated at the rate of four per centum per annum and compounded half-yearly shall be allowed from the 1st day of January, 1918, upon all sums so received prior to the said date and upon all sums which have been since the said date or may hereafter be so received. R.S.O. 1927, c. 81, s. 23.

PART II.

QUEEN VICTORIA PARK.

24.—(1) The land in the vicinity of Niagara Falls selected by the Com-^{Boundaries} mission and approved by the Lieutenant-Governor in Council, whereof the ^{of Park.} boundaries as surveyed upon the ground are shown by a red verge line marked upon a map, whereof copies duly certified and authenticated are filed and deposited in the office of the registrar of the County of Welland and in the Department of Lands and Forests, excepting thereout the strip of land lying between Range No. 6 as laid down in the plan of the City of the Falls, in the 10 Township of Stamford, on the north, and by Street's mill road and the land held by the Carmelite Monastery on the south, the easterly boundary whereof is at a distance of one hundred and thirty feet east of the centre line of the Canada Southern Railway, and the westerly boundary whereof is the westerly line of the Park as marked upon the map, shall constitute the "Queen Victoria Park," heretofore known as the "Queen Victoria Niagara Falls Park," and shall be vested in the corporation as trustees for Ontario.

(2) Until the municipal corporation otherwise enacts by by-law, passed ^{Entrances.} in compliance with section 495 of *The Municipal Act*, Murray street shall be ^{Rev. Stat.,} a public entrance to the Park for visitors in carriages or on horses or on foot, ^{c. 266.} 20 and Robinson street shall be a public entrance to the Park for visitors on foot.
R.S.O. 1927, c. 81, s. 24.

STATUTES OF ONTARIO
47 VIC. CHAPTER 77 (1884)

AN ACT TO AUTHORIZE THE TORONTO STREET RAILWAY
COMPANY TO ISSUE MORTGAGE DEBENTURES, AND FOR
OTHER PURPOSES.

(Assented to 25th March, 1884.)

Preamble.

WHEREAS the Toronto Street Railway Company has by its petition prayed that an Act may be passed, enabling the said company to issue mortgage debentures, and for other purposes; and whereas it is expedient to grant the prayer of the said petition;

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

Issue of
debentures
authorized.

1. It shall and may be lawful for the said Toronto Street Railway Company, with the consent of a majority representing two-thirds in value of the shareholders therein, present in person or by proxy, at a meeting specially called for that purpose, to make and issue from time to time debentures to an amount not exceeding six hundred thousand dollars, payable at such time and place and bearing such rate of interest as the said company by such majority as aforesaid may determine, and such debentures shall, without registration or formal mortgage or conveyance, be a charge upon the said railway, its rolling stock, equipments and motive power thereto belonging, and upon the lands, tolls, revenues and other property of the said company, for the due payment of the amounts payable by virtue of such debentures and the interest thereon; and each holder of any of such debentures shall be deemed to be a mortgagee of the said railway, appurtenances, lands, tolls, revenues and other property *pro rata* with the other holders of such debentures.

On issue of
debentures
under this
Act all out-
standing de-
bentures to be
redeemed and
cancelled.

2. Upon and after the issue by the said company of the said debentures under this Act, all bonds or debentures heretofore issued by the said company under any former Act, whether of the late Province of Canada or of this Province and outstanding, shall be called in, redeemed and cancelled, and the said bonds and debentures so called in shall, when delivered up, no longer form a charge on the said railway, its rolling stock, equipments, or motive power thereto belonging, or upon the lands, tolls, revenues or other property of the said company, or be of any force or effect; provided however, that in the event of the said existing bond-holders or debenture-holders failing to deliver up the bonds held by them, the said company shall issue and reserve a sufficient amount of the debentures authorized to be issued by this Act, to meet and pay the said bonds or debentures not so delivered up by the holders thereof as aforesaid to be cancelled, and the interest thereon.

Proviso.

Particulars
as to
debentures.

3. The debentures to be issued under this Act shall be under the seal of the company and shall be signed by the President of the company, and counter-

signed by the Secretary, and the said debentures and the coupons attached thereto providing for the payment of the interest thereupon, may be issued payable to bearer at such place or places as may be deemed advisable, and shall be transferable by delivery, and such transfer shall vest the property of such debentures in the holder thereof so as to enable him to maintain an action thereon in his own name.

4. The said debentures may be made either perpetual or terminable, and may be made, executed and issued in such form as the said company, with the consent provided for in the first section hereof, may determine. Debentures may be either perpetual or terminable.

10 5. None of said debentures shall be made for any sum less than one thousand dollars, and the said company may either issue the whole of said debentures at one time, or may issue the same from time to time, as may be determined upon, with the consent provided in the first section hereof. No debenture to be less than \$1,000.

6. The said company may from time to time and at any time sell, hypothecate or pledge any of the said debentures to be issued under the provisions of this Act, subject to the restriction hereinbefore provided as to reserve for outstanding debentures of other issues, and may apply and use the proceeds for the benefit of the said company as they see fit. Power to mortgage debentures.

STATUTES OF ONTARIO
52 VIC. CHAPTER 73 (1889)

AN ACT RESPECTING THE CITY OF TORONTO.

(Assented to 23rd March, 1889.)

Preamble.

WHEREAS the corporation of the city of Toronto have by their petition prayed for special legislation in respect to the several matters hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

Power to borrow for purchase of Toronto Street Railway.

13. The corporation of the city of Toronto may, with the consent of 10 the ratepayers, borrow from any bank or other corporation or person who may be willing to lend the same, whatever sum may be required to enable the said corporation to acquire the ownership of the railways of the Toronto Street Railway Company and of all real and personal property in connection with the working thereof, at the expiration of the current term of the franchise of the said company, under the agreement in that behalf between the said city and the said company, and may, if necessary, issue debentures therefor, and may manage and operate the said railways, or having acquired the said property, may sell, lease or otherwise dispose of the same to any one or more persons, firms or corporations, on such terms and for such periods as may be 20 agreed upon between the city and said persons, firms or corporations.

STATUTES OF ONTARIO
53 VIC. CHAPTER 105 (1890.)

AN ACT RESPECTING THE CITY OF TORONTO.

(Assented to 7th April, 1890.)

WHEREAS the corporation of the city of Toronto have by their petition Preamble.
prayed for special legislation in respect to the several matters hereinafter set
forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore Her Majesty, by and with the advice and consent of the
Legislative Assembly of the Province of Ontario, enacts as follows:—

10 1.—(1) The power conferred upon the corporation of the city of Toronto Corporation
by section 13 of the Act passed in the 52nd year of Her Majesty's reign and may borrow
chapter 73, to borrow, with the consent of the ratepayers, whatever sum sums neces-
may be required to enable the said corporation to acquire the ownership of sary to pur-
the railways of the Toronto Street Railway and all real and personal property chase and
in connection with the working thereof at the expiration of the current term operate street
of the franchise of the said company, shall not be subject to the limitation of railway.
the borrowing powers of the said city contained in the first section of the
Act passed in the 52nd year of Her Majesty's reign, chaptered 74, or to any
limitation whatever; and the said corporation may also borrow, with the
20 consent of the ratepayers, whatever sum may be required to manage and
operate the said railway.

(2) The word "ratepayers" in the said section shall mean ratepayers
entitled to vote on money by-laws, and the said consent may be given by a
vote upon a question to be submitted to such ratepayers without a by-law,
and without specifying the sum to be borrowed and such vote shall be taken
before any application is made for an order for possession as hereinafter
provided.

2.—(1) The corporation of the city of Toronto may at once proceed to Corporation
arbitrate under the 18th resolution recited in the agreement of the 26th of may take pos-
30 March, 1861, printed as schedule "A" hereto, and the said city of Toronto session of
and the Toronto Street Railway Company shall in every reasonable way facili- street railway
tate such arbitration. The arbitrator or arbitrators to be named shall proceed at expiration
so as if possible to make the award not later than the 13th of March, 1891. of current
If, from any cause, the award shall not be made by such time, or if either party term.
be dissatisfied with such award the said the corporation of the city of Toronto
shall nevertheless be at liberty to take possession of the said Toronto Street
Railway and all the property and effects thereof real and personal on paying
into court either the amount of such award, if the award be made, or, if not,
upon paying into court or to the company such sum of money as on notice
40 given to the said Toronto Street Railway Company a Divisional Court of
the Chancery Division of the High Court of Justice may order, and upon and

subject and according to such terms, stipulations and conditions as the said Divisional Court shall in any such order direct or prescribe; provided always that this section shall not be construed to affect the rights if the parties in any way under the said agreement save as herein provided.

(2) Nothing in this Act contained shall affect the rights of the holders of the debentures heretofore issued under the Act of this Legislature, 47 Victoria, chapter 77, but in the event of the corporation of the city of Toronto taking such possession, such debentures shall be and continue a first charge upon the said railway and property as declared by that Act whether the same are retained by the corporation of the city of Toronto or are sold or leased by 10 them to any other persons or company. But this declaration shall not be held or taken to prejudice or affect any claim which on the part of the city of Toronto may be contended for before the arbitrator or arbitrators as to the amount at which the liability created by the said debentures should be estimated or valued in calculating the amount to be paid to the company by or under the award.

Agreement of
19th January,
1889, con-
firmed.

3. The agreement between the corporation of the city of Toronto and the Toronto Street Railway Company made on the 19th day of January, 1889, and which is printed as schedule "B" hereto, is hereby confirmed; and all Acts and parts of Acts of the Legislature of this Province inconsistent 20 therewith are hereby repealed.

SCHEDULE A. (Section 2.)

ARTICLES OF AGREEMENT had, made and concluded this twenty-sixth day of March, in the year of our Lord one thousand eight hundred and sixty-one, between the corporation of the city of Toronto of the first part, and Alexander Easton of the village of Yorkville, of the second part:

Whereas divers inhabitants of the city of Toronto have petitioned the common council of the city of Toronto to sanction the construction of street railways in, along and upon the streets of the said city, and the said party of 30 the second part hath proposed to construct and operate such street railways upon the streets hereinafter mentioned, and the said common council did on the fourteenth day of the present month of March, accept such proposals by the following resolutions:

"First, that Alexander Easton be authorized to lay down street railways of approved construction on any of the streets of this city, such railways being of approved construction, and worked under such regulations as may be necessary for the protection of the citizens:

"Second, all works necessary for constructing and laying down the several railway tracks shall be made in a substantial manner, according to the best 40 modern practice, under the supervision of the city surveyor or such other

officer as the council shall appoint for this purpose, and to the satisfaction of the council:

“Eighteenth, the privilege granted by the present agreement shall extend over a period of thirty years from this date, but at the expiration thereof the corporation may, after giving six month’s notice prior to the expiration of the said term of their intention, assume the ownership of the railway and all real and personal property in connection with the working thereof, on payment of their value, to be determined by arbitration, and in case the corporation should fail in exercising the right of assuming the ownership of the said railway,
10 at the expiration of thirty years as aforesaid, the corporation may, at the expiration of every five years to elapse after the first thirty years exercise the same right of assuming the ownership of the said railway, and of all real and personal estate thereunto appertaining, after one year’s notice, to be given within the twelve months immediately preceding the expiration of every fifth year as aforesaid, and on payment of their value to be determined by arbitration:

STATUTES OF ONTARIO
55 VIC. CHAPTER 99 (1892)

AN ACT TO INCORPORATE THE TORONTO RAILWAY COMPANY
AND TO CONFIRM AN AGREEMENT BETWEEN THE CORPORATION
OF THE CITY OF TORONTO AND GEORGE W. KIELY,
WILLIAM MCKENZIE, HENRY A. EVERETT AND
CHAUNCEY C. WOODWORTH.

(Assented to 14th April, 1892.)

Preamble

WHEREAS George W. Kiely, of the City of Toronto, Esquire, William McKenzie, of the City of Toronto, Contractor, Henry A. Everett, of the 10 City of Cleveland, in the State of Ohio, Secretary of the East Cleveland Railway Company (Electric), and Chauncey C. Woodworth, of the City of Rochester, in the State of New York, Esquire, have by their petition prayed for an Act of incorporation for the purpose of enabling the company so to be incorporated to acquire and take over from them the contract or agreement made by and between the City of Toronto and the said petitioners, bearing date the first day of September, 1891, to the end, intent and purpose that the said Company may carry out the said agreement with the said City of Toronto for the purchase of the street railways and properties and the street railway privilege of and belonging to the said City of Toronto and may work the said 20 railways, and have also prayed that the said agreement may be confirmed;

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

Agreement confirmed.

1. The agreement between the Corporation of the City of Toronto and the said George W. Kiely, William McKenzie, Henry A. Everett and Chauncey C. Woodworth, hereinafter called "the purchasers," and the conditions and tenders therein referred to and incorporated therewith which are fully set forth in the schedule "A." to this Act, are hereby declared to be valid and legal and to be binding upon the said parties thereto and it is hereby declared that under the said agreement the purchasers acquired and are entitled to 30 the exclusive right and privilege of using and working the street railways in and upon the streets of the said City of Toronto, except that portion of Yonge street, north of the Ontario and Quebec Railway, and that portion of Queen street (Lake Shore Road) west of Dufferin street; and that the purchasers acquired and are entitled to such right and privilege (if any) over the said excepted portions of Queen street and Yonge street as the Corporation of the City of Toronto had at the time of the execution of the said agreement power to grant for a surface street railway; for the full period of thirty years from the first day of September, 1891, on all days except Sundays, and no longer, but subject nevertheless to all the conditions, provisoes and restrictions in 40 the said agreement expressed or contained, and as hereinafter mentioned. Provided always that nothing contained in this Act nor the confirmation of

the said agreement shall limit, interfere with, affect or prejudice the rights and privileges (if any) of the Corporation of the County of York, or of the Toronto and Mimico Electric Railway and Light Company (Limited), over the said portion of Queen street (Lake Shore Road) or of the Corporation of the County of York, or the Metropolitan Street Railway Company of Toronto over the said portion of Yonge street, as they exist at the time of the passing of this Act; provided that notwithstanding anything in said schedule or in this Act contained no street car shall run on the Lord's Day, and further provided, that nothing herein contained shall prevent the operation of any law which may hereafter be passed by this Legislature authorizing the running of street cars on said day. But nothing herein contained shall extend to prohibit the doing of any act which is not a contravention of the Revised Statute chapter 203 intituled an *Act to prevent the profanation of the Lord's Day*, if and when such act shall have been approved of by the citizens by a vote taken on the question as provided by the said agreements.

2. The said purchasers together with such other persons or Corporations as shall become shareholders of the Company hereby incorporated are hereby constituted a body corporate and politic by the name of "The Toronto Railway Company," hereinafter called "The Company."

3.—(1) The Company is hereby authorized and empowered to contract and agree with the purchasers and such other person or persons (if any) who may be interested with them in the said agreement for the purchase thereof and of all the said properties, rights and privileges, and the Company may on the grant and assignment thereof to it take and hold the same and the Company shall thereupon and thereby have vested in it all the right, title, interest, property, claim, demand and privilege of the purchasers subject, however, to all the liens, charges and obligations upon which the same were held by the purchasers.

(2) The Company may grant and issue its shares as paid-up shares in payment or on account of payment of the price agreed to be paid to the purchasers for their rights under the said contract or may give them credit on their subscriptions for shares on account thereof.

4.—(1) After the said agreement has been duly assigned to the Company, it shall, subject to the provisions and conditions contained therein, have full and exclusive power to acquire, construct, complete, maintain and operate on all days except Sundays, and from time to time remove and change, a double or single track street railway, with the necessary side-tracks, switches and turn-outs, for the passage of cars, carriages and other vehicles adapted to the same, upon or along all or any of the said streets or highways of the City of Toronto, subject to the exceptions and under the qualifications contained in the first section hereof, and to take, transport and carry passengers upon the same by the force and power of animals, electricity or other motive power, in accordance with the terms of, and subject to the provisions of the said agreement, and to construct and maintain and from time to time alter,

repair and enlarge all necessary and convenient works, stations, buildings and conveniences therewith connected or required for the due and efficient working thereof, and to purchase, acquire, construct or manufacture all engines, carriages, cars and other machinery and contrivances necessary for the purposes of the undertaking, and shall have full power to carry out, fulfil and execute the said agreement and conditions.

(2) If the City of Toronto desire to exercise the right of taking over the property necessary to be used in the working of the railways at the termination of the said period of thirty years it shall, not less than twelve months prior thereto, give to the purchasers or the Company, as the case may be, notice of 10 its intention so to do.

(3) After the said City of Toronto shall have given notice of its intention to take over the said property, it may at once proceed to arbitrate under the conditions in that behalf and both the City and the purchasers or the Company, as the case may be, shall in every reasonable way facilitate such arbitration, and the arbitrators appointed in the matter shall proceed so as if possible, to make their award not later than the time named by the City for taking over the said property. But if from any cause the award shall not be made by such time or if either party be dissatisfied with the award, the City may nevertheless take possession of the said railways and all the property and 20 effects thereof real and personal necessary to be used in connection with the working thereof on paying into Court either the amount of such award, if the award be made, or if not upon paying into Court or to the purchasers or Company, as the case may be, such sum of money as a judge of the High Court of Justice may after notice to the opposite party order and upon and subject and according to such terms, stipulations and conditions as the said Court shall by its order direct and prescribe, Provided always that the rights of the parties except in so far as herein specially provided shall not be affected or prejudiced thereby. In determining such value the rights and privileges granted by the said agreement and the revenue, profits and dividends being 30 or likely to be derived from the enterprise are not to be taken into consideration, but the arbitrators are to consider only the actual value of the actual and tangible property, plant, equipments, and works connected with and necessary to the operation of the railways which is not to include any land, property or rights acquired or used in connection with the said street railway, and which do not actually form a part of the said street railway undertaking necessary to the carrying on of the same.

(4) In arriving at such value the arbitrators are to consider and award only the value of the said several particulars to the City at the time of the arbitration, having regard to the requirements of a railway of the best kind 40 and system then in operation and applicable to the said City.

(5) In the event of the City, at the expiration of the thirty years in the first section of this Act mentioned, not exercising its right to take over the real and personal property necessary to be used in connection with the working of the said railways, the City may, at the expiration of any succeeding year

thereafter, exercise such right upon giving not less than six months' notice to the Company, and the privileges of the Company shall continue until the City exercises such right; provided always that whenever the City shall exercise such right of taking over the said property the provisions for determining the value thereof herein contained shall apply in the same manner as if the City had exercised its right at the expiration of the said period of thirty years.

5. The Company shall have power and authority to purchase, hold and take by purchase of any corporation or person any lands or other property necessary for the construction, maintenance, accommodation and use of the undertaking, and also to alienate, sell or dispose of the same, but all such lands within the City of Toronto shall be held subject to the conditions of the said agreement.

Power of company as to acquiring land.

6.—(1) The Company is hereby authorized to enter into and execute a contract or agreement with the Corporation of the City of Toronto for the purpose of assuming the contract and the covenants, agreements and obligations which the said purchasers in and by their said agreement with the said City of Toronto agreed to do, perform, fulfil and execute; and upon such agreement, which may be in the form and to the effect set forth in schedule "B" to this Act, being executed by the Company and delivered to the City, the Company shall be substituted for the purchasers and the purchasers shall be forever freed and discharged of and from all and every covenant, condition and obligation entered into by them in and by the said agreement forming schedule "A" to this Act.

Company authorized to enter into agreement with city.

(2) Notwithstanding anything in the said agreement or in this Act contained all school taxes and rates payable by the said Company shall be subject to and be governed by the general law respecting school taxes of incorporated companies as to all holders or owners of the stock thereof other than the present owner or holders.

7. The capital stock of the Company shall be \$1,000,000 divided into 30 10,000 shares of \$100 each.

Capital stock.

8. The head office of the Company shall be in the City of Toronto, in the Province of Ontario.

Head office.

9. The persons mentioned by name in the first section of this Act are hereby constituted provisional directors of the Company, and shall hold office as such until other directors shall be elected under the provisions of this Act by the shareholders and shall have power and authority to open stock books, and to procure subscriptions for the undertaking, and to call a general meeting of the shareholders for the election of directors, as hereinafter provided; and the said provisional directors, or a majority of them, may in their discretion exclude any person from subscribing.

Provisional directors.

Rights
of aliens.

10. Aliens and Companies incorporated abroad, as well as British subjects and Corporations, whether resident in this Province or elsewhere, may be shareholders in the Company, and all such shareholders shall be entitled to vote equally with British subjects, and shall also be eligible for office as directors of the Company.

Qualifications
of directors.

11. No person shall be elected a director unless he shall be the holder and owner of at least ten shares of the stock of the Company, upon which all calls have been paid.

First general
meeting and
election of
directors.

12. When, and so soon as shares to the amount of \$100,000 of the capital stock of the Company shall have been subscribed, and ten per cent. thereof shall have been paid into one of the chartered banks of the Dominion, having an office in the Province of Ontario, the provisional directors shall call a general meeting of subscribers for the purpose of electing directors, giving at least ten days notice in the *Ontario Gazette*, and in one newspaper published in the City of Toronto, of the time, place and object of the said meeting; and at such general meeting the shareholders present, either in person or by proxy, who shall at the opening of such meeting have paid ten per cent. on the stock subscribed by them, shall elect five persons to be directors of the above Company in manner and qualified as hereinbefore described; and the sum so paid shall not be withdrawn from the bank, except for the purposes of this Act.

Subsequent
Annual meet-
ing.

13. Thereafter the general annual meeting of the shareholders of the Company for the election of a board of five directors, and the transaction of other business connected with, or incident to the undertaking, shall be held at the head office of the Company, or elsewhere as the directors may deem most convenient on such day and at such hour as may be directed by the by-laws of the Company, and public notice thereof shall be given at least four weeks previously in the *Ontario Gazette*, and once a week for the same period in some newspaper published in the City of Toronto.

Special gen-
eral meetings.

14. Special general meetings of the shareholders of the Company may be held at such places, and at such times, and in such manner, and for such purposes as may be provided by the by-laws of the Company upon such notice, as is provided in the last preceding section.

Management
of company.

15. The affairs of the Company shall be managed by the board of directors, a majority of whom shall constitute a quorum.

Incorporation
of Rev. Stat.
c. 171, s. 16.
sub-ss. 1, 2
and 3.

16. Sub-sections 1, 2 and 3 of section 16 of *The Street Railway Act* are hereby incorporated herein and made part of and are to be considered as sections of this Act and are to apply to the acquisition by the Company of sites for power, buildings, and other necessary privileges.

Fares.

17. The fare of every passenger shall be due and payable on entering the car or other conveyance of the Company, and any person refusing to pay

the fare when demanded by the conductor or driver, and refusing to quit the car or other conveyance when requested so to do, shall be liable to a fine of not more than \$10, beside costs, and the same shall be recoverable before any justice of the peace.

18. Section 34 (except so much of sub-section 15 thereof as is prohibitive of a person being chosen a director by reason of his holding any office, place or employment in the company), sections 35, 36, 37, 38 and 42 of *The Railway Act of Ontario*, shall be incorporated with and be deemed and taken to be clauses or sections and parts of this Act, and shall apply to the Company when not inconsistent with the provisions herein and wherever in the said sections of *The Railway Act* the words "special Act" occur they shall mean this Act. Certain provisions of Rev. Stat. c. 170. incorporated.

19.—(1) The Company shall have power by and with the consent of any of the local municipal corporations in the County of York to acquire privileges to build and operate surface railways on all days except Sundays within the limits of such municipalities, over roads within their jurisdiction by electric or other motive power, and upon such terms and conditions and for such periods but not to extend beyond the 31st day of August, 1921, as may be agreed upon between the Company and such local municipal corporation, subject to the rights and privileges which any other company or corporation may be entitled to for or in respect of a surface street railroad within the limits of the said municipality. Power to operate street railways.

(2) And the said local municipal corporations respectively are hereby authorized and empowered to make and enter into such agreements.

(3) Upon the acquisition of such privilege the Company shall have power to construct, build and operate a railway or railways in such municipality or municipalities, over roads within their jurisdiction, in respect of which such privilege has been acquired, subject to the terms and conditions that may be contained in any such agreement or agreements and subject as aforesaid.

30 (4) Provided always that if any such local municipality or any part thereof shall be annexed to the City of Toronto during the said period of thirty years or any extension thereof as hereinbefore provided the railway or railways belonging to the Company constructed within the said local municipality or such part thereof as may be annexed as aforesaid and the working thereof and the Company in relation thereto shall have all the rights conferred by and be subject to all the terms and conditions of the said agreement (being schedule "A" to this Act) and shall be released and discharged from all agreements, covenants and conditions to the said local municipality so far as the said railway or railways are within the said city.

40 20. The Company shall also have power to enter into agreements with any other company or corporation owning a privilege for the operation of a surface railway within the limits of the said local municipalities to acquire Agreement with ferry company.

or lease any such privilege, or to make traffic or operating arrangements with any such company or corporation upon such terms and conditions as the board of directors of the contracting companies or corporations may fix and agree, but every such agreement or arrangement must be sanctioned at a special general meeting of the shareholders of the Company called for the purpose of considering the same by a vote of at least two-thirds in value of all the shareholders of the Company.

Acquiring
lands for park
purposes.

21. The Company shall also have power by and with the consent of the councils of the respective municipalities to acquire and hold any lands or premises or any estate or interest therein for park or pleasure grounds and 10 for no other purpose within the limits of the City of Toronto or any of the said local municipalities, and the said Company is authorized to improve and lay out such lands or premises for parks or places of public resort, to be used on all days except Sundays and to mortgage or lease the said lands or premises or any portion thereof as they may think expedient and to sell from time to time such portions of such lands as they may deem unnecessary for the said purposes.

(1) Provided always that the land to be held as aforesaid shall not exceed 300 acres, and not more than 100 acres in one locality, and it is hereby declared that any land or premises, estate or interest therein which may be acquired 20 by the Company under the provisions of this section shall not be property which the City in taking over the real and personal property of the Company at the expiration of the said period of thirty years or any extension thereof shall be bound to acquire. Provided moreover, that the Company shall not under this section have power to acquire any lands after the lapse of seven years after the passing of this Act; and provided also that nothing in this section contained shall be deemed to enable the Company to carry on the general business of a land company.

Bonding
powers.

22.—(1) The directors of the Company, under the authority of the shareholders, to them given at any special general meeting called for the purpose 30 and in the manner provided by this Act, at which meeting shareholders representing at least two-thirds in value of the subscribed stock of the Company, and who have paid all calls due thereon, are present in person or represented by proxy, may, subject to the provisions in this Act contained, issue bonds, debentures or other securities signed by the president or other presiding officer, and countersigned by the secretary, which counter-signature and the signature of the coupons attached to the same may be engraved; and such bonds, debentures or other securities may be made payable at such time not exceeding, however, in any case the expiration of thirty years from the 1st day of September, 1891, and in such manner and at such place or places in Canada 40 or elsewhere, and may bear such rate of interest not exceeding six per cent. per annum as the directors think proper:—

(a) The directors may issue and sell or pledge all or any of the said bonds, debentures or other securities at the best price and upon

the best terms and conditions, which at the time they may be able to obtain, for the purpose of raising money for prosecuting the said undertaking.

(b) No such bond, debenture or other security shall be for a less sum than one hundred dollars.

(c) The power of issuing bonds conferred upon the Company hereby shall not be construed as being exhausted by such issue, but such power may be exercised from time to time upon the bonds constituting such issue being withdrawn or paid off and duly cancelled.

10 (2) The Company may secure such bonds, debentures or other securities by a mortgage deed creating such mortgages, charges and incumbrances upon the whole of such property, assets, rents and revenues of the Company, present or future or both, as are described in the said deed, but such rents and revenues shall be subject in the first instance to the payment of the working expenses of the undertaking.

20 (a) By the said deed the Company may grant to the holders of such bonds, debentures or other securities, or the trustees named in such deed, all and every the powers, rights and remedies granted by this Act in respect of the said bonds, debentures or other securities, and all other powers, rights and remedies not inconsistent with this Act, or may restrict the said holders in the exercise of any power, privilege or remedy granted by this Act, as the case may be; and all the powers, rights and remedies so provided for in such mortgage deed shall be valid and binding and available to the said holders in manner and form as therein provided.

(b) Every such mortgage deed shall be deposited in the office of the Provincial Secretary, of which deposit notice shall be given by the company in the *Ontario Gazette*.

30 (3) The bonds, debentures or other securities hereby authorized to be issued, shall be taken and considered to be the first preferential claim and charge upon the Company, and the privileges acquired under the said agreement by this Act confirmed, and the undertaking, tolls and income, rents and revenues, and real and personal property thereof at any time acquired, save and except as provided for in the next preceding sub-section:—

And save and except the bonds or debentures for \$600,000 issued by the Toronto Street Railway Company referred to in the said agreement so far as the same are now a charge on the undertaking and subject to the charges in favour of the City provided by the said agreement.

40 (a) Each holder of the said bonds, debentures or other securities, shall be deemed to be a mortgagee or incumbrancer upon the said securities *pro rata* with all the other holders, and no proceedings authorized by law or by this Act shall be taken to enforce payment of the said bonds, debentures or other securities, or of the interest thereon, except through the trustee or trustees appointed by or under such mortgage deed.

(4) If the Company makes default in paying the principal of or interest on any of the bonds, debentures or other securities hereby authorized, at the time when the same, by the terms of the bond, debenture or other security becomes due and payable, then at the next annual general meeting of the Company, and at all subsequent meetings, all holders of bonds, debentures or other securities so being and remaining in default shall, in respect thereof, have and possess the same rights and privileges and qualifications for being elected directors and for voting at general meetings as would attach to them as shareholders if they held fully paid up shares of the Company to a corresponding amount.

10

(a) The rights given by this sub-section shall not be exercised by any such holder unless it is so provided by the mortgage deed, nor unless the bond, debenture or other security in respect of which he claims to exercise such rights, has been registered in his name, in the same manner as the shares of the Company are registered, at least ten days before he attempts to exercise the right of voting thereon, and the Company shall be bound on demand to register such bonds, debentures or other securities, and thereafter any transfers thereof, in the same manner as shares or transfers of shares.

(b) The exercise of the rights given by this sub-section shall not take away, limit or restrain any other of the rights or remedies to which the holders of the said bonds, debentures or other securities are entitled under the provisions of such mortgage deed.

(5) All bonds, debentures or other securities hereby authorized may be made payable to bearer, and shall in that case be transferable by delivery, until registration thereof as herebefore provided, and while so registered they shall be transferable by written transfers, registered in the same manner as in the case of the transfer of shares.

Limit of
bonding
powers.

23. The issue of bonds, debentures or other securities by this Act authorized, shall not exceed the sum of \$35,000 for each mile of street railway track constructed or under contract for construction: Provided that such bonds, debentures or other securities shall not in any way interfere with or prejudice the right of the City in case it chooses to exercise its right to take over the undertaking in pursuance and on the terms of the said agreement in which case the said bonds, debentures or other securities shall cease to be a charge on the undertaking, but they shall nevertheless be a charge on any moneys to be paid by the City therefor.

Application
of proceeds
of bonds.

24.—(1) Whereas among the terms embodied in the conditions referred to in the said agreement it is stipulated that the purchasers are to satisfy the treasurer of the said City, that means are provided for meeting the payment of such bonds or debentures as the Company may issue at the maturity thereof, and it is expedient to substitute in lieu of such stipulations the following provision:—It is therefore enacted that the net proceeds of all or any of such bonds or debentures issued in pursuance of the power by this Act conferred

shall be laid out and expended in the purchase or acquisition of the rails, rolling stock, motor, buildings and lands required therefor, and other necessary plant, fixtures and materials and in the laying of such rails and erection of such plant, and in execution and fulfilment of the conditions of the said contract or agreement for the change of the system entered into by the said purchasers to be assumed by the Company as hereinbefore provided.

(2) It is hereby declared that all the bonds, debentures or other securities, at any time issued by the said Company shall forthwith, after the issue thereof, be handed over to trustees to be named in the mortgage deed, which, 10 under the provisions of the twenty-second section of this Act the Company is authorized and empowered to grant, for the purpose of securing such bonds, debentures or other securities, and shall only apply the same from time to time under the provisions of sub-section 1 of this clause and as such payments may be earned by the actual expenditure of money for the purposes therein set forth and in discharge of the said \$600,000 of bonds or debentures.

25. And whereas doubts have arisen as to the construction and effect of sections 21 and 22 of the said conditions, it is hereby declared and enacted that the said Company shall not deposit snow, ice or other material upon any street, square, highway, or other public place in the city of Toronto 20 without having first obtained the permission of the City Engineer of the said City or the person acting as such. Company not to deposit snow or ice on highways.

26. The said Company shall have power and authority to become parties to promissory notes and bills of exchange for sums not less than one hundred dollars, and any such promissory note or bill of exchange made, accepted or endorsed by the president or vice-president of the company, and countersigned by the secretary and treasurer of the company, shall be binding on the Company, and every such promissory note or bill of exchange so made shall be presumed to have been made with proper authority, until the contrary be shown, and in no case shall it be necessary to have the seal of the Company 30 affixed to such promissory note or bill of exchange; Provided, however, that nothing in this section shall be construed to authorize the said Company to issue notes or bills of exchange payable to bearer, or intended to be circulated as money, or as the notes or bills of a bank. Negotiable instruments.

27. In this Act "Street" shall include any highway; "The Lands" shall mean the lands which by the special Act are authorized to be taken and used for the purpose thereof; "The Undertaking" shall mean the railway, and works of whatever description, by the special Act authorized to be executed. Meaning of "Street," "The Lands," "The Undertaking."

SCHEDULE "A".

(Section 1.)

40 This Indenture made (in triplicate) the first day of September, one thousand eight hundred and ninety-one.

Between The Corporation of the City of Toronto, hereinafter called "The Corporation," of the first part; and George Washington Kiely, of the City of Toronto, Esquire; William McKenzie, of the City of Toronto, Contractor; Henry Azariah Everett, of the City of Cleveland, in the state of Ohio, Secretary of the East Cleveland Railway Company, Electric, and Chauncey Clark Woodworth, of the City of Rochester, in the state of New York, Esquire, hereinafter called "the purchasers," of the second part.

1. Whereas by virtue of an Act of the Legislature of the Province of Ontario, being 52 Victoria, chapter 73, intituled *An Act respecting the City of Toronto*, The Corporation of the City of Toronto was empowered, after having acquired the ownership of the railways of the Toronto Street Railway Company and all the real and personal property in connection with the working thereof, to sell, lease or otherwise dispose of the same to any one or more persons, firms or corporations on such terms and for such periods as might be agreed upon between the city and the said persons, firms or corporations.

2. And whereas under and by virtue of another Act of the said Legislature, being 53 Victoria, chapter 105, the said corporation was empowered to proceed to arbitration under the 18th resolution of the agreement therein referred to in order to determine the value to be paid by the said Corporation to the Toronto Street Railway Company for the said railways and the said real and personal property.

3. And whereas the Corporation proceeded with the said arbitration, and an award was duly made therein on the 15th day of April, A.D. 1891, whereby the said value was determined to be the sum of \$1,453,788 inclusive of certain outstanding debentures charged upon the said undertaking to the amount of \$600,000.

4. And whereas the Corporation paid into the High Court of Justice, Chancery Division, the amount of the said award and acquired the said railways and property and is now in possession and full enjoyment thereof.

5. And whereas the said Corporation resolved to sell the said railways and all the property so acquired by the City from the Toronto Street Railway Company, and also to dispose of the right to operate surface street railways in the City of Toronto as hereinafter mentioned, as more fully appears from the said award and from the conditions, tender and by-law which are annexed to this agreement and made part and parcel thereof.

6. And whereas the Corporation advertised for tenders for the purchase of the said railways, property and privilege, and the purchasers (Kiely, McKenzie & Everett), tendered therefor and their said tender was duly accepted by the said Corporation.

7. And whereas a by-law authorizing the execution of an agreement between the Corporation and said purchasers was duly passed by the said Corporation on the 27th day of July, A.D. 1891, in pursuance whereof this agreement has been duly prepared and approved.

8. And whereas the said purchasers have associated with them the said Chauncey C. Woodworth as a partner in the said undertaking.

9. And whereas the value of the horses, cars, harness, stock and other movable property and effects referred to in the fifth paragraph of the said conditions and payable in cash has been settled for the purposes of this agreement at the sum of \$475,000, and it has been agreed by and between the said parties that a first lien or charge shall be created by these presents upon all the property which is the subject of this agreement, and shall be held by the Corporation thereon for the balance (namely, for the sum of \$378,788 and interest), of the amount of the said award, subject only to the charge created by the said debentures to the extent of \$600,000 with interest.

10 10. NOW THIS INDENTURE WITNESSETH that the said Corporation, in consideration of the said sum of \$475,000 now paid by the purchasers to the Corporation (the receipt whereof is hereby acknowledged) and of the premises, doth by these presents in pursuance of all the powers in that behalf enabling it so to do, sell, grant and assign to the purchasers, their heirs, executors, administrators and assigns, all the said railways and property acquired by the Corporation from the Toronto Street Railway Company as aforesaid under and in pursuance of the said arbitration and award; and also all the extensions, additions and renewals to the said railways and property, real and personal, made by the Corporation during its ownership of the rail-
20 way; subject to the said outstanding debentures and to the said charge above referred to, and to all the conditions herein mentioned.

TO HAVE and TO HOLD to the purchasers, their heirs, executors, administrators and assigns, to their sole and only use, subject as aforesaid.

11. AND THIS INDENTURE FURTHER WITNESSETH that the Corporation for the considerations aforesaid doth by these presents, in pursuance of all the powers in that behalf enabling it so to do, grant unto the said purchasers, their heirs, executors, administrators and assigns for a period of twenty years from the date of these presents (which period shall be renewed for a further term of ten years, and no longer, in the event of legislation being
30 obtained to enable this to be done, the said Corporation hereby undertaking at once on request being made by the said purchasers to aid in procuring the needed legislation to authorize such renewal for such further period of ten years) the exclusive right for the said period of twenty years and the said extended period of ten years, in the event of the said needed legislation being obtained, and no longer, upon the aforesaid conditions to operate surface street railways in the City of Toronto, excepting on the Island and on that portion, if any, of Yonge street from the Ontario and Quebec railway tracks to the north city limits over which the Metropolitan Street Railway claims an exclusive right to operate such railways and the portion, if any, of Queen
40 Street West (Lake Shore Road) over which any exclusive right to operate surface street railways may have been granted by the Corporation of the County of York, and also the exclusive right for the same term to operate surface street railways over the said portions of Yonge street and Queen Street West (Lake Shore Road) above indicated so far as the said Corporation can legally grant the same; but this clause and nothing contained in this agreement shall give or be construed to mean or give to the purchasers the

power to engage in any other business than that of operating surface street railways as herein permitted.

12. And it is mutually understood, declared and agreed by and between the Corporation and its successors and the purchasers, their heirs, executors, administrators and assigns, that the said award, conditions, tender and by-law so attached hereto as aforesaid are incorporated with these presents and made part and parcel thereof, and the said parties mutually and respectively covenant, promise and agree with each other to carry into effect, observe, perform and fulfil all the provisions and stipulations therein contained and to be carried into effect, observed, performed and fulfilled by the said parties and 10 their aforesaid respectively.

13. And the said purchasers for themselves, and each of them for himself, and for their and each of their heirs, executors, administrators and assigns, covenant, promise and agree with the Corporation, their successors and assigns, as follows: that they will fulfil all the conditions, stipulations and undertakings in this agreement contained, it being understood that the reference to particular matters to be performed by the purchasers shall not diminish or limit the obligations of this agreement.

14. The said purchasers and their aforesaid covenant as aforesaid with the said Corporation that they will pay to the said Corporation the said sum 20 of \$378,788 being the balance of the said award in four equal quarterly payments on the first days of December, March, June and September next, or the first juridical day thereafter, respectively, with interest at the rate of 5 per cent. per annum from the date of this agreement, on the amount thereof then remaining unpaid.

15. And that they will yearly and every year during the term covered by this agreement pay to the Corporation through its City Treasurer the sum of \$800 per annum per mile of single track, or \$1,600 per mile of double track, occupied by the rails of the said railways within the said limits (not including turnouts, the length of which are to be approved of by the City Engineer), 30 in four equal quarterly instalments on the first days of January, April, July and October in each year, or on the first juridical day thereafter respectively, the first instalment to be the proportionate part of the quarterly instalment accruing from the date of these presents to the first day of October next.

16. And that they will monthly, and every month during the term covered by this agreement, on the first Monday of each month pay to the Corporation through its City Treasurer, the percentages in the said conditions and tender referred to, being the following percentages of the gross receipts from passenger fares, freight, express and mail rates, and all other sources of revenue derived from the traffic obtained by the operation of the said railways, namely:— 40

On all gross receipts up to \$1,000,000 per annum,	8%
Between \$1,000,000 and 1,500,000	“ 10%
“ 1,500,000 and 2,000,000	“ 12%
“ 2,000,000 and 3,000,000	“ 15%
And on all gross receipts over 3,000,000	“ 20%

17. And it is further understood, declared and agreed between the parties to these presents, that should the Corporation within a reasonable time eliminate from clause 31 of the said conditions, the provision requiring a class of tickets to be sold at the rate of 8 tickets for 25 cents, for use during certain specified hours of the day, then, and in that event, the said purchasers for themselves, their executors, administrators and assigns, covenant, promise and agree with the Corporation and their successors that they will in accordance with their said tender in that behalf pay to the Corporation and its successors during the unexpired period of the said term covered by this agreement 10 two (2) per cent. of the said gross receipts, in addition to the percentages hereinbefore mentioned, such additional percentages to be payable monthly as aforesaid.

18. The purchasers, in addition to the other considerations payable to the Corporation for the said railways and property, shall pay to the Corporation the following items, viz:—

(1) The actual cost to the Corporation of the extensions and additions to the tracks, made by the Corporation since the acquisition thereof.

(2) The actual cost to the Corporation of additions to plant and materials for the use of said railway handed over to the purchasers.

20 (3) The actual cost to the Corporation of the new horses purchased since the railway has been acquired.

(4) One-half of the actual cost to the Corporation of the painting, renovating and other repairing done to the cars, plant and appliances of the railway since the acquisition thereof from the said Street Railway Company.

19. The purchasers covenant that they will well and truly pay to the holders of said hereinbefore mentioned debentures as they mature the said sum of \$600,000, thereby secured and interest thereon from the date of these presents, and will indemnify and save harmless the Corporation from all claims and demands in respect thereof.

30 20. That they will build and equip or cause to be built and equipped a car factory, within the limits of the City of Toronto, for the manufacture and repair of all the cars and railway plant used on the said railways, and will there continuously carry on, or caused to be carried on, such business, and the manufacture and repair of all the said cars and railway plant during the term covered by this agreement, and that the performance of this clause may be specifically enforced by the order and injunction of the High Court of Justice.

21. And it is hereby agreed that all the said railway property liable to be assessed for school purposes, shall be assessed for public school purposes, and that the rates levied in respect thereof, shall be payable to the public 40 school funds of the City of Toronto.

22. And it is further understood, declared and agreed between the said parties to these presents that the delivery over and acceptance of the said property shall not interfere with the rights of the parties under clause three of the said conditions, but that notwithstanding this act the Judge of the County Court of the County of York shall settle any difference that may arise

between the parties in respect thereof, and the sum so settled by him shall be forthwith paid by the party liable to the party to whom the same is found due.

23. And it is further understood, declared and agreed by and between the said Corporation and the said purchasers that if the said purchasers form a joint stock company for the purpose of carrying this agreement into effect then, upon payment of the said sum of \$378,788, and interest as aforesaid, the said company shall, upon executing the necessary contract of substitution be substituted for the said purchasers, and the said clause 23 of the said conditions shall apply to such company so to be formed as aforesaid, and shall cease to apply to the individual purchasers who shall thenceforward be discharged 10 from all individual liability in the premises.

24. And it is further declared, covenanted and agreed by and between the parties to these presents that all the property the subject of this agreement is hereby charged with the payment of all the moneys to be paid under this agreement as the purchase money of the said property.

25. And it is further covenanted and agreed by and between the parties to these presents that the payment of the said gross percentages monthly, and mileages quarterly, and the fulfilment of the obligations of the said conditions shall be a lien and charge on the said railways and the property used in the working thereof both before and after the incorporation of the said 20 company intended to be substituted as aforesaid in the place of the said purchasers, but this provision shall not interfere with the right of such purchasers or of the said company after the payment of the purchase moneys as aforesaid to sell and dispose of any property which is not required for the operation of the said railways; all the property however which replaces that which may be sold or disposed of is to be charged under this clause as the original property is now hereby charged, and all after acquired property is to be in the same manner charged for the fulfilment of the said obligations.

26. And it is further covenanted and agreed by and between the parties to these presents, that a sufficient supply of each of the classes of tickets 30 mentioned in the said conditions, shall at all times be kept for sale, and sold to all persons desirous of purchasing the same, on all cars while running through the streets of the City, and also at the public offices of the purchasers.

27. And it is further understood, declared and agreed by and between the said parties that in fixing the allowance to be made for horses which have been sold by the Corporation, and therefore not forthcoming under the provision in clause 3 of the said conditions, the Corporation shall only be liable to account for and pay the price realized on such sales.

28. And it is further understood, declared and agreed by and between the said parties that the system of accounts and bookkeeping to be adopted 40 by the purchasers shall be subject to the approval of the City Treasurer and the Auditors appointed by the City.

29. And it is further covenanted and agreed between the parties to these presents that all conveyances, assurances and instruments necessary to carry out fully these presents shall from time to time be executed by the parties hereto, the same to be settled by James S. Cartwright, Q. C., Registrar of the

Queen's Bench Division of the High Court of Justice in case the parties differ about the same.

30. All outstanding car-fare tickets issued by the Corporation or by the Toronto Street Railway Company prior to the date hereof shall be accepted as fares by the purchasers when presented by passengers on the conveyances of the said railways subsequent to the date hereof; and the Corporation agrees that upon such tickets being returned to it from time to time, it will pay to the purchasers the same prices therefor for which such tickets were issued by the Corporation and said Toronto Street Railway Company respectively.

10 In witness whereof the said Corporation has hereto affixed its Corporate Seal, under the hand of Edward Frederick Clarke, Esquire, Mayor of the said City, and Richard Theodore Coady, Esquire, City Treasurer and Keeper of the said Seal, and the said purchasers have set their respective hands and seals.

Signed, sealed and delivered in the presence of	}	[SEAL].	E. F. CLARKE, <i>Mayor.</i> R. T. COADY, <i>Treasurer.</i>
THOMAS CASWELL. GEO. KAPPELE.			

20	G. W. KIELY, WILLIAM MCKENZIE, <i>By his Attorney.</i> Nicol Kingsmill, H. A. EVERETT, C. C. WOODWORTH.	}	[SEALS].
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THE AWARD, CONDITIONS, TENDER AND BY-LAW.

Referred to in the agreement hereto attached, dated the first day of September, 1891, between the Corporation of the City of Toronto and George Washington Kiely, William McKenzie, Henry Azariah Everett and Chauncey Clark Woodworth.

Conditions of sale of the Street Railway Franchise of the City of Toronto, as adopted by the City Council May 5th 1891.

1. The privilege to be disposed of is the exclusive right (subject as hereinafter provided) to operate surface street railways in the City of Toronto—excepting on “the Island” and on that portion (if any) of Yonge street, from the Ontario and Quebec Railway tracks to the North City limits, over which the Metropolitan Street Railway Company claims an exclusive right to operate such railways, and the portion (if any) of Queen Street West (Lake Shore Road) over which any exclusive right to operate surface street railways may have been granted by the Corporation of the County of York—for a period of twenty years, which shall be renewed for a further period of ten years in the event of legislation being obtained to enable this to be done; and the City will assist in endeavouring to secure such legislation.

(a) Over those portions of Yonge Street and Queen Street West (Lake Shore Road) above indicated, the purchaser shall have an exclusive right to operate surface street railways, so far as the City can legally grant the same.

2. The party whose tender is accepted (and who is herein called "the purchaser") must take over all the property to be acquired by the City from the Toronto Street Railway Company, as it stands on the date of the acceptance of the tender, including the rails, points and substructures of all tracks now laid, real estate, buildings, shops, rolling stock, horses, machinery stock and all other articles covered by the award of the Board of Arbitrators at the amount of said award. 10

3. Particulars of the said property are set forth in the schedule attached to the award of the said Board of Arbitrators; but the City will only undertake as to the tracks actually constructed and the real estate, buildings and shops that all of the articles mentioned in said schedule will be forthcoming.

(a) The City will convey and deliver to the purchaser and the purchaser shall take over and pay for all the property and effects (whether mentioned in said schedule or otherwise) which the City acquires from the Toronto Street Railway Company under the said award, and if anything mentioned in said schedule is not forthcoming, or if anything is acquired by the City, as aforesaid, which is not specified in said schedule, the purchase money to be paid as 20 herein provided shall be subject to such increase or abatement as may be agreed upon between the City and the purchaser, or (in case they fail to agree within ten days after acceptance of tender) as shall be fixed by the Judge of the County Court of the County of York, who is hereby appointed sole arbitrator for that purpose, with all the powers of arbitrators appointed under the sections of *The Municipal Act* relating to the appointment of arbitrators.

4. The purchaser must accept the title to the above properties which the City acquires or will acquire by virtue of the award of the arbitrators, and must search the same at his own expense, and the City is not to be bound to produce or show any documents or evidences of title except such as are in its 30 possession or power.

5. The sum tendered for the above properties, except horses, cars, harness, stock and other movable properties and effects (which are to be paid for in cash at the time the contract is entered into) may either be paid in cash or secured to the satisfaction of the City Treasurer, and paid in four equal quarterly payments, counting from the date of contract, and bearing interest at the rate of 5 per cent. per annum from May 16th, 1891, till paid.

N.B.—There is outstanding \$600,000 debentures issued under the authority of the Act 47 Vict. (Ont.) Cap. 77, bearing interest at 6 per cent. per annum, payable half-yearly, and forming a charge upon the undertakings as 40 in said Act is provided. These debentures do not mature until 1914. The purchaser takes the property subject to this charge, and also to certain existing mortgages amounting to about \$40,000 and assumes payment of these with the interest accruing thereon from date of purchase.

6. The purchaser shall not charge the undertaking with bonds or debentures for a longer period than the term of this contract, and must satisfy the

City Treasurer that means are provided for meeting such obligations at maturity.

7. At the termination of this contract the City may (in the event of the Council so determining) take over all the real and personal property necessary to be used in connection with the working of the said railways, at a value to be determined by one or more arbitrators (not exceeding three) to be appointed as provided in *The Municipal Act* and the *Acts respecting Arbitrations and References*, and to have all the powers of arbitrators appointed under said Acts, and each party shall bear one half of the cost of the necessary arbitration
 10 at conclusion of term of lease, but the City shall only pay for the land conveyed by them to the purchaser, what it is worth, without reference to its value for the purpose of operating a street railway or railways.

8. The City will construct, reconstruct and maintain in repair the street railway portion of the roadways, viz., for double track, 16ft. 6in., and for single track, 8ft. 3in., on all streets traversed by the railway system, but not the tracks and sub-structure required for the said railways.

9. The purchaser shall pay to the City Treasurer the sum of eight hundred dollars per annum per mile of single track (not including turn-outs), such sum or sums to be paid in four quarterly instalments, as follows: January 1st,
 20 April 1st, July 1st and October 1st of each year, or on the first juridical day after each of the said days respectively, and shall also pay the City Treasurer monthly on the first Monday in each month per cent. of the gross receipts from passenger fares, freight, express and mail rates and all other sources of revenue derived from traffic obtained by operation of said street railway system. All books, accounts and vouchers kept by the purchaser shall be subject to monthly audit by auditors, to be appointed by the City Council, and all reasonable facilities for such audit shall be afforded by the purchaser.

TRACKS, ETC., AND ROADWAYS.

10. The purchaser shall maintain the ties, stringers, rails, turn-outs,
 30 curves, etc., in a state of thorough efficiency and to the satisfaction of the City Engineer, and shall remove, renew or replace the same, as circumstances may require, and as the City Engineer may direct. When a street upon which tracks are now laid is to be paved in a permanent manner, on concrete or other like foundation, then the purchaser shall remove present tracks and sub-structures and replace the same, according to the best modern practice, by improved rails, points and substructures of such description as may be determined upon by the City Engineer as most suitable for the purpose, and for the comfortable and safe use of the highway by those using vehicles thereon, and all changes in the present rails, tracks and roadbed, construction of new
 40 lines, or additions to present ones, shall be done under the supervision of the City Engineer and to his satisfaction.

(a) In the event of the purchaser desiring to make any repairs or alterations to the ties, stringers, rails, turn-outs, curves, etc., on paved streets, the purchaser shall re-pave the portion of the roadway so torn up at his own expense.

11. When the purchaser desires or is required to change any existing tracks and substructures for the purpose of operating by electric or other motive power approved by the City Engineer and confirmed by the City Council, the City will lay down a permanent pavement in conjunction therewith upon the track allowance (as herein defined) to be occupied by such new tracks and substructures. This shall first apply only to existing main lines and thereafter to branch lines or extensions of main lines and branches, as and when the City Engineer may from time to time recommend and the City Council may direct and require; but such tracks as are now laid on a permanently formed roadway, must, when so required as aforesaid, be changed 10 by the purchaser as hereinbefore provided, without any change of roadbed being made, or any expense occasioned to the City thereby.

12. The gauge of the system (4ft. 11in.) is to be maintained on main lines, and extensions thereof, and branch lines and extensions thereof; and the location of the railway on any street shall not be made by the purchaser or confirmed by the City Council until plans thereof showing the proposed position of the rails, the style of rail to be used, and the other works in each such street have been submitted to, and approved in writing, by the City Engineer.

13. The tracks shall conform to the grades of the streets upon which they 20 are respectively laid, and the purchaser shall not in any way change or alter the same without the written permission of the City Engineer.

14. The purchaser will be required to establish and lay down new lines and to extend the tracks and street car service on such streets as may be from time to time recommended by the City Engineer and approved by the City Council, within such period as may be fixed by By-law to be passed by a vote of two-thirds of all the members of said Council, and all such extensions and new lines shall be regulated by the same terms and conditions as relate to the existing system, and the right to operate the same shall terminate at the expiration of the term of this contract. 30

15. No new lines or extensions of existing lines shall be opened for traffic, until the purchaser has obtained a certificate in writing from the City Engineer that the same has been constructed to his satisfaction.

16. The purchaser shall not extend any line of the said railway beyond the limits of the City, or acquire, own, control or operate a line or lines connecting or in conjunction with or adjoining a City line or lines forming practically prolongations thereof, without first having had the plans of the same [as to position, elevation and gradients on the highway or crossings of highways, or until an agreement has been entered into whereby such suburban line or lines will be altered (at purchaser's expense) to conform to the grades 40 established by the City when the streets or routes become City property or within its limits], approved, in writing, by the City Engineer, and confirmed by the City Council.

17. In case the purchaser fails to establish and lay down any new line, as aforesaid, and to open the same for traffic, or to extend the tracks and services on any street or streets within such period as may be fixed by By-laws

of the City Council, to be passed as herein provided, the privilege of laying down such new lines or extensions on the street or portion of street so abandoned by the purchaser, may be granted by the said Council to any other person or company, and the purchaser shall in such case have no claim against the City for compensation.

18. The City shall have the right to take up and replace the streets traversed by the railway lines for the purpose of altering the grades thereof, constructing or repairing pavements, sewers, drains or conduits, or for laying down or repairing water or gas pipes, and for all other purposes within the
10 powers of the Corporation, without being liable for any compensation or damage that may be occasioned to the working of the railway, or the works connected therewith.

19. The privilege hereby granted is also subject to any existing rights (statutory or otherwise) of any other corporation which now has power to open or take up the streets of the City, such rights to be exercised with the permission and under the direction of the City Engineer.

20. The purchaser shall, within one year from the 16th day of May, 1891, discontinue the use of the buildings as stables on Scollard street, and also the buildings on Yorkville avenue.

20 21. The track allowance (as hereinafter specified), whether for a single or double line, shall be kept free from snow and ice at the expense of the purchaser, so that the cars may be used continuously; but the purchaser shall not sprinkle salt or other material on said track allowances for the purpose of melting snow or ice thereon without the written permission of the City Engineer, and such permission shall in no case be given on lines where horse power is used.

22. If the fall of snow is less than six inches at any one time, the purchaser must remove the same from the tracks and spaces hereinafter defined, and shall, if the City Engineer so directs, evenly spread the snow on the adjoining
30 portions of the roadway; but should the quantity of snow or ice, etc., at any time exceed six inches in depth, the whole space occupied as track allowances (viz: for double tracks, sixteen feet six inches, and for single tracks, eight feet three inches), shall, if the City Engineer so directs, be at once cleared of snow and ice and the said material removed and deposited at such point or points on or off the street as may be ordered by the City Engineer.

23. If the purchaser becomes bankrupt or insolvent, or makes any assignment for the benefit of creditors, or becomes subject to the operations of any winding-up Act, or allows an execution against his goods or lands to remain in the hands of the sheriff of Toronto unsatisfied for more than ninety
40 days, then and in any such case all the rails, stringers, ties, turn-outs, points, sidings, etc., shall become the property of the City without compensation to the purchaser.

24. Electric or other new system of motor, or a combined system, approved by the City Engineer and confirmed by the City Council as suitable, shall be introduced within one year, and used upon such portions of the following streets as may be required by the City Engineer and approved of by the

Council within three years of the date of contract, viz: Queen Street, from eastern City limit to High Park (or as near thereto as the City may then have power to grant a right to operate a line on said street); King Street, from its intersection at Queen Street and River Don to intersection with Queen Street at Roncesvalles Avenue; Front Street from Simcoe Street to Frederick Street; Yonge Street, from Front Street to Ontario and Quebec Railway tracks; Frederick and George Streets, from Front to King Street; Sherbourne Street, from King Street to North Drive; Elm Avenue, from Sherbourne Street easterly to Glen Road; Spadina Avenue, from King Street to Bloor Street; Parliament Street, from Queen Street to Carlton Street; Gerrard Street, from 10 Greenwoods Avenue to Parliament Street; Carlton Street, from Parliament Street to Yonge Street; College Street, from Yonge Street to Jameson Avenue, at intersection of Dundas Street; Dundas Street, from Queen Street to the Bridge; Bloor Street, from Sherbourne Street to Roncesvalles Avenue; York Street, from Front Street to Queen Street; McCaul Street, from Queen Street to College Street; Bathurst Street, from King Street to the Canadian Pacific Railway tracks, and Broadview Avenue, from Queen Street to Danforth Avenue.

25. Until such changes are carried out in such a manner as will permit its disuse, horse power may be continued on branch and other lines, or parts of 20 same, under written permit from the City Engineer, who shall also have the right to order extra horse power to be employed on steep grades.

26. The speed and service necessary on each main line, part of same or branch, is to be determined by the City Engineer and approved by the City Council.

DAY CARS.

27. Day cars are to commence running on all routes not later than 5.30 a.m., and to run until 12 o'clock midnight, at such intervals as the City Engineer, with the approval of the City Council, may from time to time 30 determine.

NIGHT CARS.

28. Night cars shall be run on such routes and at such hours and intervals as may be deemed necessary by the City Engineer and approved by the City Council.

TICKETS AND FARES.

29. Single (cash) fares are to be five cents each.

30. Fares on night cars to be double the ordinary maximum single fare rates.

31. A class of tickets must be sold at the rate of 8 for 25 cents, the same to be used only by passengers entering the cars between the time the day cars 40 commence running and 8 a.m., and between 5 and 6.30 p.m.

A class of tickets must be sold at the rate of 25 for \$1, and Another class at the rate of 6 for 25 cents.

32. Children under nine years of age, and not in arms, are to be carried at half fare rates and infants in arms are to be carried free; school children are to have school tickets at the rate of 10 for 25 cents, only to be used between 8 a.m. and 5 p.m. and not on Saturdays.

33. The payment of a fare shall entitle the passenger to a continuous ride from any point on said railway to any other point on a main line or branch of said railway within the city limits; and to enable this service to be carried out, transfer arrangements must be made by the purchaser to meet with the approval of the City Engineer and the endorsement of the Council.

10 34. Police Constables in uniform, detective police officers in the employ of the City, and (while a fire is in progress) members of the City Fire Department in uniform, shall be carried free.

35. The purchaser shall be liable to, and shall indemnify the City against all damages arising out of the construction or operation of the said railway system.

CARS.

36. Cars are to be of the most approved design for service and comfort, including heating, lighting, signal appliance, numbers and route boards. They must be kept clean inside and out, and shall not exhibit advertisements
20 outside unless under permit from the City Engineer. The platforms must be provided with gates. Cars are to be used exclusively for the conveyance of passengers, unless otherwise permitted by the City Engineer, and smoking will only be allowed on the front platform of closed cars, and rear seat and platform of open cars.

CONDUCTORS.

37. Each car is to be in charge of a uniformed conductor who shall clearly announce the names of cross streets as the cars reach them. Conductors shall not permit ladies or children to enter or leave the cars while the cars are in motion, and shall only receive and discharge passengers on right
30 or curb side of vehicle on double track routes. On branch or light suburban lines, where horsepower is permitted, single horse cars may be run in charge of a uniformed driver.

38. Cars are not to be overcrowded (a comfortable number of passengers for each class of cars to be determined by the City Engineer, and approved by the City Council).

STOPPING OF CARS.

39. Cars shall only be stopped clear of cross streets, and midway between streets where distance exceeds 600 feet. Cars to have right of way, and vehicles or persons not to obstruct or delay their operation.

40

SUNDAY CARS.

40. No car shall be run on the Lord's Day until a Sunday service has been approved of by the citizens by a vote taken on the question.

WORKMEN.

41. No employee shall be compelled to work in the service of the railway for a longer period than 10 hours per day, or than 60 hours per week, or on more than 6 days per week, and no adult employee in the service of the railway shall be paid less than 15 cents per hour.

42. Nothing herein contained shall be taken as conferring upon the purchaser any right to construct or operate underground, overhead or elevated railways in the City of Toronto, or a surface railway on the Island; and the right to construct or operate, or to authorize the construction or operation of such railways in the said City, or in any part thereof, is hereby expressly 10 reserved.

43. In case of any dispute or difference of opinion arising during the term of this contract between the purchaser and the City as to the meaning or construction of this specification, or of the contract to be prepared as herein provided, the same shall be determined on summary application after two clear days' notice to the other party by the person who, for the time being, fills the office of Judge of the County Court of the County of York, who may, as arbitrator, determine the same with the powers, as to costs and otherwise, of arbitrators under *The Municipal Act*, with right to appeal to the High Court of Justice for Ontario, whose decision shall be final. 20

44. The purchaser shall furnish to the City Engineer annually (on the first of January) a statement of tracks, cars and all plant and appliances on hand on that date, together with the value of the same.

PENALTY.

45. A deposit in cash, or marked cheque payable to the order of the City Treasurer, or other security, to the value of thirty thousand dollars (\$30,000), and to the satisfaction of the City Treasurer, is to accompany each tender as a guarantee, returnable by City if offer not accepted. In the case of the successful bidder, the amount of the deposit will be retained until a formal contract, with bonds, etc., in the usual form of City contracts, and to be 30 approved by the City Solicitor, has been duly entered into, and will be forfeited to the City if the party fails to completely execute the contract within thirty days after notification to enter into same.

46. In case of neglect or failure on the part of the purchaser to perform any of the conditions of the contract to be entered into in accordance with the above specification, the purchaser shall in each such case of failure forfeit and pay to the City the sum of \$10,000 as liquidated damages and not as a penalty.

47. The purchaser shall provide a waiting room near the corner of Front and York Streets (Union Station), suitable for the convenience of passengers 40 taking the cars at this point.

N.B.—Persons who submit tenders on the foregoing specification may also submit offers or tenders on their own terms and in such event one deposit shall suffice. Persons may also submit offers or tenders on their own terms.

CITY ENGINEER'S OFFICE,
Toronto, May 6th, 1891.

AWARD OF THE ARBITRATORS.
Re The Toronto Street Railway.

To whom all these presents shall come:

We, Edmund John Senkler, of the City of St. Catharines, in the County
10 of Lincoln, and Province of Ontario, Judge of the County Court of the County
of Lincoln, and Charles Henry Ritchie, of the City of Toronto, in the County
of York, and Province of Ontario, one of Her Majesty's counsel learned in the
law, send greeting.

Whereas the Corporation of the City of Toronto, by notice in writing
bearing date the twenty-third day of November, A.D. 1889, and under the
Corporate Seal of the said the Corporation of the City of Toronto, and the
hand of Edward Frederick Clarke, Esquire, M.P.P., Mayor of the said City,
and Richard Theodore Coady, Esquire, Treasurer of the said the Corporation
of the City of Toronto, and keeper of the City seal, addressed to the Toronto
20 Street Railway Company, and served upon the said the Toronto Street Rail-
way Company upon the said twenty-third day of November, A.D. 1889, did
require the said the Toronto Street Railway Company to take notice that the
Corporation of the City of Toronto intended, at the expiration of the term
of the franchise granted to Alexander Easton, Esquire, by certain resolutions
adopted by the Municipal Council of the said Corporation on the 14th day
of March, 1861, and by a certain agreement made on the twenty-sixth day of
March, 1861, between the Corporation of the City of Toronto and Alexander
Easton, and by a certain by-law of the said Corporation passed on the twenty-
second day of July, 1861, and numbered 353 (and which franchise the said
30 Company then claimed the right to exercise), and also of certain other fran-
chises subsequently granted by the said Municipal Council at different times
for the said term of the Toronto Street Railway Company, to assume the
ownership of the railways of the said Company, and of all real and personal
property in connection with the working thereof, on payment of their value
to be determined by arbitration.

And whereas by an order made in the High Court of Justice, Chancery
Division, by the Honourable the Chancellor of Ontario, on Wednesday, the
eighteenth day of June, A.D. 1890, in the matter of an arbitration between
the Corporation of the City of Toronto and the Toronto Street Railway
40 Company, and in the matter of the Acts of the Legislature of the Province of
Ontario, 52 Victoria, chapter 13, and 53 Victoria, chapter 105, upon motion
that day made unto the said court by Mr. Robinson, Q.C., of counsel for the
Corporation of the City of Toronto, and upon reading the affidavit of C. R.
W. Biggar, Q.C., a certain notice served by the said City of Toronto on the

said Toronto Street Railway Company on the twenty-third day of November, 1889 (being the notice hereinbefore recited), the affidavit of Patrick Joseph McCormack, being the affidavit of service of such notice, and upon reading the notice of motion therein, and a certain agreement made between one Alexander Easton and the said the Corporation of the City of Toronto, on the twenty-sixth day of March, A.D. 1861, (being the agreement mentioned and referred to in said notice), and upon hearing counsel, the Honourable the Chancellor of Ontario did, pursuant to the statute firstly above named, by the said order, appoint Edmund John Senkler, of the City of St. Catharines, Judge of the County Court of the County of Lincoln, Samuel Barker, Esquire, 10 and Charles Henry Ritchie, one of Her Majesty's counsel learned in the law, the arbitrators to ascertain the value to be determined by arbitration under the said agreement.

And whereas the said arbitrators duly took upon themselves the burthen of the said reference and arbitration, and duly weighed and considered the several allegations made by and on behalf of the said the Corporation of the City of Toronto, and the said the Toronto Street Railway Company, the parties thereto, and also the proofs, vouchers, and documents which have been given in evidence before them.

Now, therefore, we, the said Edmund John Senkler, and Charles Henry 20 Ritchie, being two of the above named arbitrators (Samuel Barker, the other of said arbitrators not joining in this award, although present at the making thereof), do hereby make and publish this our award of and concerning the matters so referred to us as aforesaid, in manner following, that is to say:

We find, award, adjudge and determine the value of the railways of the said Toronto Street Railway Company, and of all real and personal property in connection with the working thereof, to be the sum of one million four hundred and fifty-three thousand seven hundred and eighty-eight dollars (\$1,453,788.)

We further find, award, adjudge and determine that the said railways, 30 and the said real and personal property so valued by us, consist of and include all the railways, and all the real and personal property specified or mentioned in the schedule hereunto annexed, and also all other railways belonging to or worked or constructed by the Toronto Street Railway Company within the City of Toronto aforesaid, and all other real and personal property of the Toronto Street Railway Company used or intended to be used in connection with their said railways or any of them, and that the above mentioned sum so found by us is the value of all said railways, and of all said real and personal property free and clear and fully and completely exonerated and forever discharged of and from all mortgages, debentures, bonds, debts, liens, encum- 40 brances, claims and demands whatsoever either at law or in equity, and of every nature and kind whatsoever.

We are of opinion that upon the true construction of the agreement of the twenty-sixth of March, 1861, between the Corporation of the City of Toronto and Alexander Easton, and the resolutions recited therein, the right and privilege to construct, maintain and operate street railways upon certain streets in the City of Toronto, was granted to the said Easton for the period

of thirty years from the date therein mentioned only, and not in perpetuity, and that all street railways constructed in the City of Toronto by said Easton, or by the Toronto Street Railway Company, have been constructed and operated under privileges for the same term of thirty years and not in perpetuity, and in valuing said railways we have valued the same as being railways in use, capable of being, and intended to be used and operated as street railways, but have not allowed anything for the value of any privilege or franchise extending beyond said period of thirty years, as we consider no privilege or franchise exists beyond that period.

10 We are also of opinion that on the true construction of the agreement of the nineteenth of January, 1889, between the Toronto Street Railway Company and the Corporation of the City of Toronto, the Company is not entitled to be paid for permanent pavements constructed by the City subsequent to the thirty-first of December, 1888, and we also think that such pavements cannot be considered as having been constructed or paid for by the Company as to entitle it to any allowance therefor under the fifth section of chapter fifty-eight, fortieth Victoria (Statutes of Ontario), and we have, therefore, not allowed anything in respect thereof. In valuing the pavements constructed prior to the first of January, 1889, we have not made any deduction
20 in respect of used life of such last mentioned pavements subsequent to that date, as having regard to the terms of the said agreement of the nineteenth of January, 1889, we do not think any such deduction should be made.

It was shown in evidence before us that the property valued by us is (in whole or in part) subject to the following encumbrances, that is to say: Debentures issued by the Toronto Street Railway Company under the authority of the Act (Statutes of Ontario) forty-seven Victoria, chapter seventy-seven, for the principal sum of six hundred thousand dollars, payable on the first of July, 1914, and bearing interest at the rate of six per cent. per annum, payable half-yearly.

30 Mortgage in favor of one Platt for eight thousand dollars (principal money), payable on the first of July, 1892, with interest at the rate of six per cent. per annum.

Mortgage in favor of one Crowther for one thousand seven hundred dollars (principal money) payable on the twenty-eighth of April, 1891, with interest at the rate of six per cent. per annum.

Mortgage in favour of one Gooderham for twenty-six thousand dollars (principal money) payable on the first of November, 1891, with interest at the rate of five per cent. per annum.

40 Mortgage in favour of one Allen for two thousand five hundred dollars (principal money), payable on the twenty-second of December, 1891, with interest at the rate of six per cent. per annum.

And mortgage in favour of one Parsons for two thousand dollars (principal money), payable on the first day of November, 1891, with interest at the rate of six per cent. per annum.

By sub-section two of section two of chapter one hundred and five, fifty-three Victoria, (Statutes of Ontario), it is provided as follows:

2. "Nothing in this Act contained shall affect the rights of the holders of the debentures heretofore issued under the Act of this Legislature, 47 Victoria, chapter 77, but in the event of the Corporation of the City of Toronto taking such possession, such debentures shall be and continue a first charge upon the said railway and property as declared by that Act, whether the same are retained by the Corporation of the City of Toronto, or are sold or leased by them to any other persons or company, but this declaration shall not be held or taken to prejudice or affect any claim which, on the part of the City of Toronto, may be contended for before the arbitrator or arbiters as to the amount at which the liability created by the said debentures shall be 10 estimated or valued in calculating the amount to be paid to the Company by or under the award."

And counsel for the City contended before us that under the original agreement, coupled with this section, it was our duty to ascertain and determine what amount should be deducted from the value of the property in respect of the difference between the rates of interest borne by the said debentures and mortgages, and the rate at which the City could borrow money on its own debentures, and adduced evidence to show that the City could, on its own debentures, borrow money at a considerably lower rate than six per cent. per annum. 20

Although we do not regard the matter as being free from doubt, we are inclined to the opinion that the decision of this question does not come properly within the scope of the reference to us, and therefore we have not taken it into consideration, and our award is made without reference to it.

We have thought it proper, in respect of the main questions of principle involved, to state on the face of the award the basis upon which we have proceeded in arriving at our valuation, so that if the conclusions of law we have drawn and upon which we have acted, are erroneous, either party may be in a position to seek such redress as the law may allow.

In witness whereof we, the said Edmund John Senkler and Charles 30 Henry Ritchie (being a majority of the said arbitrators), have hereunto set our hands this fifteenth day of April, A.D. one thousand eight hundred and ninety-one.

(Signed) E. J. SENKLER,

(Signed) C. H. RITCHIE.

Signed and published the fifteenth day of April, A.D. 1891, by the said Edmund John Senkler and Charles Henry Ritchie (the above-mentioned Samuel Barker being present at the time although not joining in the award), in presence of

(Signed) J. F. MIDDLETON. 40

SCHEDULE.

REFERRED TO IN ANNEXED AWARD, CONTAINING LIST OF THE REAL AND PERSONAL PROPERTY INCLUDED IN VALUATION MADE BY ARBITRATORS.

(1) All railway tracks of the Toronto Street Railway Company now on the streets of the City of Toronto, including curves, switches, cross-overs and turn-outs, stated to be 68.72 miles measured in single track.

(2) The interest of the said Company in all pavements and roadbeds on the streets of said City (basis of valuation of which is shown in award).

(3) Lands, including all buildings and erections thereon:

10 (a) That freehold property of the Toronto Street Railway Company on the south-east corner of Front and Frederick Streets, in the City of Toronto, having a frontage of two hundred feet on the south side of Front Street, a frontage of two hundred feet and five inches on the north side of Esplanade Street, and a frontage of four hundred and fifty-three on the east side of Frederick Street, excepting thereout the lot known as the Currie lot, having a frontage on Frederick Street of eighty feet and two inches by a depth of sixty-six feet.

(b) That freehold property of the said Company on the south-west corner of Front and George Streets, in said City, having a frontage of one hundred
20 and thirty-eight feet and five inches on the south side of Front Street, a frontage of four hundred and forty-three feet and three inches on the west side of George Street, and a frontage of one hundred and thirty-four feet and three inches on the north side of Esplanade Street.

(c) That freehold property of the said Company on the north-west corner of Front and Frederick Streets, in said City, having a frontage of one hundred and thirty-six feet on the north side of Front Street, and a depth of one hundred and thirty-six feet and nine inches on the west side of Frederick Street.

(d) That freehold property of the said Company on the south-east corner
30 of King and St. Lawrence Streets, in said City, having a frontage of two hundred feet on the south side of King Street, and a frontage of one hundred and ninety-three feet and nine inches on the east side of St. Lawrence Street.

(e) That leasehold property of the said Company on the north side of St. Lawrence Street occupied by them in connection with the freehold property lastly above described, and held by the said Company under lease from the trustees of the Toronto General Hospital.

(f) That freehold property of the said Company on the south side of Scollard Street, in said City, commencing on the south side of Scollard Street at a point distant one hundred and seventy feet westerly from the west side
40 of Yonge Street, and running westerly from that point three hundred feet, and having a uniform depth of seventy-five feet and eight inches, together with the leasehold property of the said Company adjoining the same and used in connection therewith.

(g) That freehold property of the said Company on the north side of Yorkville Avenue, in said City, commencing at a point on the north side of Yorkville Avenue three hundred and seventy feet westerly from the west side of Yonge Street and running from that point westerly one hundred feet, and having a uniform depth of one hundred and sixty-five feet and eleven inches.

(h) That freehold property of the said Company on the west side of Yonge Street, in the block between Davenport Road and Belmont Street, in said City, known as lot number four registered plan 270, having a frontage of ninety-seven feet six inches on Yonge Street, and running back to a lane. 10

4. Rolling stock:—

(a) Cars—90 two-horse cars (closed) including the twelve original cars purchased by the company; 56 open cars, 116 one-horse cars.

(b) Busses—56 busses (Stephenson N. Y. make); 43 other busses.

(c) Sleighs—40 car sleighs (Speight & Son, makers); 60 car sleighs (T. S. R. Co. make.)

5. Horses—The 1,372 horses belonging to the Company and referred to in schedules filed before arbitrators.

6. Harness, machinery in mill and miscellaneous chattels appearing in schedules filed before arbitrators, the value of which has been fixed by the parties of the reference at fifty-one thousand dollars, pursuant and subject to agreement between them appearing at page 68 of volume 7 of the shorthand reporter's notes of evidence taken before arbitrators, which value the arbitrators have adopted. 20

7. Tracks in company's buildings, the value of which has been agreed upon by the parties and adopted by the arbitrators.

8. Horse feed on hand valued at ten thousand dollars.

9. Chattels enumerated in exhibit 188 filed before us, the value of which has been agreed upon by the parties and adopted by the arbitrators.

(Signed) E. J. SENKLER, 30
(Signed) C. H. RITCHIE.

Witness:

J. F. MIDDLETON.

SCHEDULE A.

TORONTO STREET RAILWAY.

Length of Tracks in Operation. Length of Tracks Constructed but not in Operation.
Length of Tracks to be Constructed.

STREET.	FROM.	TO.	IN OPERATION		Con- struct'd not Opera'd Double.	TO BE CON- STRUCTED.	
			Single	Double.		Single.	Double
			feet	feet	feet	feet	feet
Front.....	Frederick.....	Simcoe.....	370	4,632			
King.....	Don.....	Roncesvalles..		16,335	4,243		4,300
Queen.....	Lee Ave.....	High Park....	2,202	33,747			2,230
College.....	Yonge.....	Jamieson.....		13,479			2,386
Carlton.....	".....	Parliament....		4,036			
Gerrard.....	Greenwood...	".....	650	1,450		650	8,686
Winchester..	Sumach.....	".....	1,454				
Bloor.....	Sherbourne...	Roncesvalles..			15,932		4,700
Broadview..	Queen.....	Danforth.....		6,826			
Parliament..	".....	Winchester....	301	3,504			
Elm Ave.....	Sherbourne...	Glen Road....				2,900	
Sherbourne..	King.....	North Drive..		8,095			2,950
Frederick....	".....	Front.....	103	146			
George.....	".....	".....		252			
Church.....	Front.....	Bloor.....		8,532			
Yonge.....	".....	C. P. Railway..	148	12,764			
York.....	".....	Queen.....		2,144			
McCaul.....	College.....	".....		3,338			
Spadina.....	King.....	Bloor.....	113	7,930			
Bathurst....	".....	C. P. Railway..		11,302			
Strachan....	".....	Wellington....		394			
Dundas.....	Queen.....	Jamieson.....	1,029	5,843			
Dovercourt..	College.....	C. P. Railway..		2,846		3,300	
Dufferin and..	Union.....	Bloor.....				4,980	
		Feet.....	6,370	152,595	20,175	11,750	25,752
		Miles.....	1.20	28.90	3.82	2.22	4.88

SUMMARY.

Single tracks in operation.....	1.20 miles
Double tracks reduced to single in operation..	57.80 "
Curves reduced to single in operation.....	1.36 "
Cross-overs in operation.....	0.71 "
	-----61.07 miles.
Double tracks reduced to single, constructed but not operated	7.64 "
Double tracks to be constructed (reduced to single).....	9.76 "
Single tracks to be constructed.....	2.22 "

Grand total.....	80.69 miles.

SCHEDULE A.—Continued.

Description of Track, Showing Different Kinds of Construction Laid on Streets.

STREET.	30 lb. rail. 5" x 6" stringer. 4" x 6" tie.	30 lb. rail. 5" x 8" stringer. 4" x 6" tie.	25 lb. rail. 5" x 6" stringer. 4" x 6" tie.	25 lb. rail. 5" x 8" stringer. 4" x 6" tie.	22 lb. rail. 5" x 6" stringer. 4" x 6" tie.	
	feet	feet	feet	feet	feet	
Front.....		8,111	1,311		212	
King.....	14,513		5,199		21,521	
Queen.....	47,354		32,343			
College.....	8,933	13,472	4,555			
Carlton.....		8,072				
Gerrard.....	1,393		2,157			
Winchester.....	704		750			
Bloor.....		31,864				
Broadview Ave.....		13,652				
Parliament.....	4,658		2,652			
Sherbourne.....		16,190				
Frederick.....			396			
George.....	504					
Church.....		7,351		9,713½		
Yonge.....		7,321	9,325	9,030		
York.....		4,288				
McCaul.....		6,677				
Spadina Ave.....		3,091		12,883		
Bathurst.....		22,605				
Strachan Ave.....	161		628			
Dundas.....	526	7,305	2,228	2,648		
Dovercourt.....		5,692				
Single Track	Totals.....	70,260	134,477	61,554	34,274	21,733
	Miles.....	13.11	31.28	11.65	6.49	4.11

NOTE.—Gauge of tracks, 4 ft. 11 in.; devil's strip, 3 ft. Ties and stringers are of pine. The ties are spaced 5 feet between centres, and are 4 in. x 6 in. x 7 feet long. Stringers are spiked to ties with 9 in. x ½ in. spikes, one through each tie, and knees are placed on the outside of stringers only.

Joint knees weigh 5 lbs. each, and intermediate 2 lbs. 1 oz. each. There are 9½ miles of iron rails, the balance are of steel. All curves, switches and diamond crossings are of cast iron.

SCHEDULE A—Continued.

Road beds of the Toronto Street Railway, showing the number of miles of each kind of pavement for single and double tracks laid on streets.

NOTE—The width for single tracks is 8 ft. 4 in., and for double 16 ft. 8 in. Length of pavements on streets are in lineal feet.

Street.	Cedar and Cobble.	Cedar Block	Asphalt and Scoria Blocks.	Sandstone Setts on Sand.	Scoria Blocks on Concrete.	Granite Setts on Concrete.	Cobble with Stone Kerbs.	Cobble.	Granite Setts on Sand.	Macadam M Gravel G.
	feet.	feet.	feet.	feet.	feet.	feet.	feet.	feet.	feet.	feet.
Front.....								{ (s) 370 (d) 2,115 }	(d) 2,319	
King.....	(d) 808	(d) 12,619			(d) 1,845			(d) 52	(d) 4,737	
Queen.....	(d) 8,010	{ (s) 2,090 (d) 22,910 }						(d) 3,850		(d) 4,049 G
College.....		(d) 6,755						(d) 6,735		
Carlton.....		(d) 4,054								
Gerrard.....										{ (d) 1,528 M (s) 650 M (s) 1,466 M }
Winchester Bloor.....			(d) 2,462						(d) 11,615	
Broadview Ave.....		(d) 6,838								
Parliament.....		(d) 2,499						(d) 879		(s) 406
Sherbourne.....						(d) 8,107				
Frederick.....								{ (s) 115 (d) 158 }		
George Church.....				(d) 8,544				284		
Yonge.....		{ (s) 148 (d) 11,964 }							(d) 800	
York.....		(d) 2,168								
McCaul.....		(d) 3,362								
Spadina Ave.....		3,539					{ (s) 113 (d) 3,311 }		(d) 1,143	
Bathurst.....		3,625					(d) 3,132	(d) 175	(d) 3,291	
Strachan Ave.....										(d) 406
Dundas.....		{ (s) 870 (d) 1,033 }					(d) 5,057			
Dovercourt Rd.....							(d) 2,798	(s) 3,300		
Total double track Road bed, miles..	8,818 1.67	81,006 15.39	2,642 0.50	8,544 1.61	1,845 0.35	8,107 1.53	14,298 2.71	15,248 2.89	23,901 4.53	(d) 1,934 M 0.36
Total single track Road bed, miles..		3,008					1.13	3,785		{ (s) 2,522 M 0.48 (d) 4,049 G 0.77 }

(d) Double track.

(s) Single track.

$$\begin{array}{r} 22 \text{ } 6 \\ 33 \text{ } 1 \text{ } 6 \\ \hline 46 \text{ } 3 \text{ } 0 \end{array}$$

$$\begin{array}{r} 46 \text{ } 2 \text{ } 0 \\ 5 \text{ } 1 \text{ } 6 \\ 10 \text{ } 1 \text{ } 6 \\ \hline 10 \text{ } 1 \text{ } 6 \end{array}$$

$$\begin{array}{r} 66 \text{ } 3 \text{ } 0 \\ 5 \text{ } 1 \text{ } 6 \\ 11 \text{ } 0 \text{ } 6 \\ 11 \text{ } 0 \text{ } 6 \\ 11 \text{ } 0 \text{ } 6 \\ \hline 105 \text{ } 0 \text{ } 0 \\ 5 \text{ } 1 \text{ } 6 \\ \hline 110 \text{ } 1 \text{ } 6 \end{array}$$