

there was a decrease in the expenditure for 1876.

Mr. ROSS pointed out that the cost of criminal justice, including Crown prosecutions, had increased under the former Government. In 1869 the cost was \$132,109; in 1870, \$180,000; in 1871, \$182,621; in 1872, \$191,647; 1873, \$204,604; and in 1874, \$208,373. The expenditure for 1876 was really less than that for 1875.

Mr. CAMERON contended that the expense had been less than the hon. gentleman had represented.

The clause then passed, as did the 32d.

Mr. SCOTT thought that the regulations which applied to the use of liquor on boats on the lakes and large rivers would be too severe if applied to boats on the inland waters.

Mr. O'SULLIVAN said it was scarcely fair that parties going by boat on picnic parties could bring their own liquor and drink *ad libitum* while such severe restrictions were placed upon the sale of liquor at the bar of the boat.

The Committee then rose and reported progress.

Mr. MOWAT moved the adjournment of the House.

The House adjourned at 11 o'clock.

NOTICES OF MOTION.

Mr. Baker—On Monday next—Bill to empower incorporated villages and towns to purchase parks and pleasure grounds outside the incorporation.

Mr. Lander—On Monday next—That the return of the Bursar of University College and Upper Canada College, presented to this House, be referred to the Standing Committee on Public Accounts.

RAILWAY COMMITTEE.

This Committee met yesterday at 11 a m., Mr. Pades in the chair. On the Bill entitled "An Act respecting the Toronto Street Railway Company" coming up considerable discussion arose.

The CHAIRMAN said that he understood that the parties interested in the matter were all but agreed, though it might be well for the Committee to hear what they had to say after he read the petition for and against the Bill.

Mr. McWILLIAMS, on behalf of the Corporation, read the clause in the original Bill that was the point of contention, and said that he considered that clause open to only one construction. If the street were paved, the company was to carry out repairs in pavement; and if in macadam, then in macadam. The object of the Bill last year was to get the Committee to put a summary construction upon this phrase. The Bill as introduced then contained many recommendations for the better carrying out of the agreement, almost none of which had been incorporated in the Bill as passed. The Company was of opinion that it had the option of using macadam or paving, and that cobble-stone was a pavement.

A member of Committee said that the Corporation was liable to the citizens for any accident that might happen, irrespective of the agreement with the Company.

Mr. McDUGALL thought the issue to be if the Company was bound to follow every caprice of the city in the matter of paving.

Mr. McWILLIAMS explained that in Detroit the companies had to pave, reconstruct, and keep clean, not only the roadway, but 2 feet 9 inches on each side of the track.

Mr. McDUGALL, who appeared on behalf of certain citizens, in reply to an enquiry, said that it had been judicially determined that the Corporation is liable for injury sustained through the street being in want of repair. He thought that the Act of last session was passed through inadvertence or by lack of knowledge. They now wished to have this amended so as to place them at least in their original position. The result of the legislation last year would be in ten years a burden transferred to the city estimated at \$80,000 from the Toronto Street Railway. So unsatisfactorily had the Company carried out its agreements that the citizens had been repeatedly compelled to file bills in Chancery against the Company to compel them to keep their streets in proper repair. He admitted the difficulty of keeping macadamized roads in repair, but said that the Company really did not do their best to fulfil their obligations. The Act of last year

was intended to compel them to do so, but it appeared to him that the Bill as passed was a compromise. Who complied with it on the part of the city he was not aware.

Hon Mr. MACDOUGALL said the counsel should not go into such matters. If wrong was done they had power now to rectify it.

Mr. McDUGALL in resuming said that he thought the City Solicitor had acted very judicially in consenting to the agreement come to last year, which did not embrace one of the clauses of the Bill as introduced. It appeared very much like asking for bread and getting a stone. He read a declaration from Ald. Withrow saying that he addressed the Private Bills Committee in accordance with the instructions he received. He thought the Toronto Street Railway had been too greedy and too much had been yielded to them—they having last year obtained from the Corporation the concession by which the latter has not only to construct but to re-construct any new roadway that may be decided upon in any thoroughfare by the Corporation, which certainly was a great departure from the original agreement. Several members of the Private Bills Committee of last year distinctly said that they were not in favour of any such agreement as the compromise effected. What he asked now was that they be put back into their original position, and the matter determined by the Courts; or a fair and liberal construction put upon the clause, and so save them from appearing year after year before the Committee.

In reply to an observation by Mr. Parker,

Mr. MACDOUGALL said that they were willing to protect so far as possible the company from the whims of the corporation in road-construction, but they should, he thought, like private individuals, bear their share of the cost of permanent improvements.

Mr. FERGUSON, who appeared on behalf of the Company, said that last year's Bill was introduced by he knew nor cared not whom. When he defended the Company's interests then, he said that all he asked for was to be let alone. He did not ask for any further advantages. He did not think then or now that the Company had got the advantages thought to have been secured to them. They did not stand in the way of permanent improvements. By charter they were authorized to lay down the rails upon the streets as they were. The road was sufficient for their purpose, and was valued at \$6,500 per mile. To lay down block pavement would necessitate the removal of this road, which was all they required for their purpose. It was not through inadvertence, but through argument expressed, that the Committee agreed that when their roadway was taken from them they should get a new one. He argued that the block pavement would not last so long as stone, and would wear down when it would require renewal, whereas all that the macadamized road required was repair. He was nonplussed when the Committee at that time did not agree to his first contention, that the terms of their charter should be preserved intact, and the framing of the clause as it now stands had occasioned them much trouble. After the matter had been discussed in Committee it had been relegated to Mr. Biggar and himself to prepare over-night an agreement embracing the sentiment of the Committee. Upon the terms of this they could not agree, and it was finally relegated to Mr. Meredith to frame the agreement, which he did in accordance with their view, and in the presence of several gentlemen interested. There was no compromise; the matter was throughout one of disputation and discussion. He held that there never has been any contention as to the construction of the expression used in reference to the paving. After mentioning that they had done something towards the paving of King-street, he contended that they should have either their original charter or if not, then the clause as it now stood. He concluded by repeating that when a road is taken from them they should have compensation.

After a discussion in which Mr. Ferguson said that he understood that pavement was of three kinds, stone, boulder, and wood,

Mr. McWILLIAMS said that the Corporation was proposing laying down stone pavement on Yonge-street, but the Messrs. Kelly would not admit their liability to do their share.

Mr. MILLER suggested that the several parties should try to come to an agreement between themselves, and submit it to them.

The CHAIRMAN said that the feeling of the Committee was that, in such a case as the Yonge-street one, cited by Mr. McWilliams,