was in the minds of those who had made it, and in this light he believed the Bill would be an act of great injustice to the Messrs. Kiely. That was the opinion of such eminent counsel as Mr. K[illegible] Christopher Robinson, and others.

Mr. CLARKE (Norfolk) considered the question one of equity and not of law. He considered that whenever the rights of an individual conflicted with those of the community the former should give way. If, however, the Bill as it stood at present passed, great injury would be done to the company, and he thought the proposition for the Company itself to pay half the roadway a fair one. Still, he thought the principle should be affirmed that the city had the right to decide what kind of road should be laid down.

Mr. BOULTER said the Bill would compel the railway to change the material of their part of the road as often as the city chose. He considered this would be unfair.

Mr. ROBINSON thought that the original contract should be adhered to.

Mr. BETHUNE said that constant resort had been had to the Court of Chancery to compel the street railway to fulfil their part of the agreement, and he did not wonder that the people of Yonge and King streets wished to put an end to the litigation by obtaining one Bill that would not allow room for doubt. The agreement was a loosely drawn one, and it would be well to define the right of the parties by an Act, in order to stop litigation that was decided in various ways at different times. When the original contract was drawn it was never intended that the same pavement should be used for thirty years to come. The original contract expressly declared the authority of the City Council over the streets and their control of the repairs made by the Company. He was convinced that if a permanent roadway were laid down it would cost the Company less at the end of a few years than would the constant repairs required by an inferior roadway; that was if they honestly executed these repairs. If they refused to execute these repairs it would, of course, be cheaper for them not to have a permanent roadway. The Company could afford to do what was right if it were true, as rumour stated, that they made $40,000 last year.

Mr. FRASER said that the fact of the Company having made money was no reason why they should be harassed with legislation. The amount of money they made was beside the question. He did not believe that the Bill would prevent future litigation.

Mr. CAMERON contended that the fact of a number of individuals petitioning the Legislature for an Act of Incorporation was in effect an admission of the authority over them of the body that granted the incorporation. There was, therefore, no question of interfering with vested rights. The people of Yonge-street suffered by the disturbance and deviation of traffic caused by the shortcomings of the Company, and saw it would be impossible to ever get a good pavement on the street till an Act was obtained settling the disputed question of the construction of the original agreement. He had arrived at the conclusion that this legislation would be in the public interest, unless both parties agreed to some modification of it. The City Engineer intimated that if macadam were used on the street it would cost the Company $1,000 a year per mile for repairs, whereas if a permanent roadway were used a great saving would be effected in this outlay for repairs.

Mr. MACDOUGALL (Simcoe) held that the contract between the city and the Messrs. Kiely could not be regarded as an ordinary contract. It never could have entered into the minds of those who had framed the agreement that the option of determining the mode of road construction should be in the hands of the Company. As had been said, if the Company found the contract which they had voluntarily assumed an onerous one, they were at liberty to pull up their rails and leave the city. With regard to the charge of lobbying made against the Messrs. Kiely, he thought it was perfectly right that those who were interested in an important question of this kind should use all honourable means of forwarding their views, and though there was a whisper abroad that improper means had been used, he had no cognisance of the truth of such a report.

Mr. HAY contended that the Railway Committee had not based the disputed clause upon the supposition that it was a correct interpretation of the original contract, but upon the consideration that it would be the most beneficial for the public interests. He thought the Bill was framed in such a way as to leave the interests of the Street Railway Company entirely at the mercy of City Council. He would vote for the amendment, as he believed that it was a fair settlement of the whole matter. He could not see that the Company were seeking in any way to take advantage of the city. The Company had stated to the Committee that the cost of carrying out the provisions of the Bill would be something like $200,000, or more than the whole road was worth.

Mr. GRANT said he thought it would be wrong to throw into the hands of the City Council—which was much the stronger body of the two—a power which had never been contemplated in the original contract. The effect of the Bill would be to break the contract which had been formed.

Mr. PARDEE said that the only power left in the hands of the City Engineer was that of deciding, in case of a change of pavement, whether the old pavement was or was not worn out. The question was whether or not the original framers of the agreement intended by the term pavement something over and above ordinary macadam. There was no doubt in his mind that that had been their intention. If it was, the next thing to be considered was whether that was a reasonable condition, and that could be determined by referring to the practice in other large cities. They found that in Detroit, Buffalo, Cleveland, Rochester, and other large cities the street railways were bound to lay down and pay their share of just such a pavement as the city laid. It should be remembered, also, that the people of Toronto had certain rights in this matter as well as the street railway.

Mr. HUNTER supported the amendment on the ground that it was a correct reproduction of the original agreement, and that if the Bill carried it would involve so much expense as to ruin the Company.

Mr. BELL said that according to an estimate he had made the Company cleared over $100,000 a year on their four lines. Supposing that the cars made a trip every ten minutes over Queen and Yonge streets for 300 days every year, the proceeds would amount to over $100,000, supposing that one dollar was the average amount collected on each trip, and he thought this was a very moderate estimate. Taking the King-street and Sherbourne-street routes as giving half the gross proceeds of the others, and there would be a total income of $150,000. He did not think the expenses of the road would amount to more than $50,000. And with regard to what had been said as to the expense in which the Company would be involved if the Bill passed, he would just say that the City Council of Toronto had had a *bona fide* offer at the rate of $3 50 per square yard for block stone pavement. This would bring the cost to the Company, not to $40,000, as had been stated, but to something like $14,000 or $15,000 per mile. He read from the law governing the Chicago Street Railway Company to show that it was far more stringent than the provisions of the present Bill.

Mr. WILSON said the Commissioner of Public Works had given utterance to the opinion that if the lawyers of the House could not agree upon a matter of this kind, laymen had no right to open their mouths upon it. This was a new doctrine to him (Mr. Wilson), and one which he thought the lay members of the House would not like to accept. The hon. member for South Grey, although he was a layman, had not been deterred by the difficulties met with by the Commissioner of Public Works and the member for East Toronto, but had settled the whole matter without any trouble.

Mr LAUDER said that even if they were travelling out of the record, as had been suggested, he thought the Legislature had a perfect right to settle the matter on its merits and apart from what might have been the orginal agreement. The contract seemed to have been very loosely made, but it would not be fair to make the present ratepayers of Toronto pay for the mistakes made years ago by city officials. It would be to the interest not only of the city, but in the long run of the Company themselves, that they should be compelled to keep abreast of the city in the matter of road improvements. The people of Toronto had suffered very great inconvenience from the condition of the street railway in the past, and it was the duty of the Legislature to prevent its recurrence in the future. The Company complained that if the Bill passed