

or, asking that the original bargain should be changed. What had been asked by that Bill? It had simply demanded in effect that the Engineer of the city should have power to confiscate the property of the Street Railway Company. They asked that the Street Railway Company should be bound to construct and keep in repair the roadway between the rails and for eight or ten inches on each side, using the same material as that used by the city for the remainder of the roadway. Indeed, it was word for word the same as the first section of the Bill of this session, though the clause had been struck out in Committee.

Mr. CAMERON said there was an amendment made in Committee of the Whole.

Mr. FRASER said if he recollected aright there was no amendment with regard to this particular provision. The city had asked in addition that whenever any portion of the roadway was not constructed or repaired to the satisfaction of the City Engineer, the Engineer should give notice thereof in writing, and then the pavement should be laid down by the Company within 48 hours to the satisfaction of the Engineer. If not, such repairs would be executed by the Corporation and the expense charged to the Company. If such expense was not paid by the Company within 48 hours after a demand had been made in writing, the Engineer might prohibit the Company from running their cars on the railway. This order was to continue in force until revoked adversely by the Engineer; and for every car running during the time the order was in effect the Company should be liable to a fine of \$50. The permanent roadway of the Street Railway Company was also rendered liable to taxation, the same as other property. Such a Bill as that having been introduced, what was more natural than that the Street Railway Company should come and try to oppose the granting of such extraordinary powers to the Corporation? They had come (as every man or company had a right to come whose rights were being invaded) before the Private Bills Committee, and had done what they could to state the difficulties under which they would be placed by such legislation. Now, the city of Toronto said that the Klays had been lobbying for the purpose of placing a construction on the agreement different from what it was intended, while the fact was that it was the citizens of Toronto through their solicitors and the other promoters of the Bill who asked that the original bargain should be set aside. The Klays had never asked this House directly or indirectly to place any construction, good, bad, or indifferent, upon the original contract. On the contrary, they were quite willing to abide by it, and did not ask any favours or concessions from the city of Toronto. The Bill of last session, after going to the Private Bills Committee, and that Committee, after hearing the matter discussed by both sides, decided to suggest the amendment which afterwards became law. He thought the only mistake the Private Bills Committee had made last session was that they had not said to both parties—and he believed the Company would have been perfectly willing that it should have been said—“You must just do as the private individuals would have to do—settle these difficulties in the ordinary Courts of law.” It was now said that by the Act of last session the Street Railway Company had obtained rights which they had never had before. If that were the case, he was in favour of just leaving the parties where they were originally. He thought that under these circumstances the question should be left to the ordinary courts of jurisdiction. This was the only conclusion the House could with justice arrive at. The original agreement having been twice ratified by this House it should not be set aside, and anything in the terms or stipulations between the contracting parties should be left just as the House found it. The House might do irreparable injustice in construing this agreement, for not only were the Toronto Street Railway Company affected, but the creditors of that Company. It had been insinuated that the action of several members of the House had been governed by the fact that money had been advanced to the Company by an ecclesiastical corporation. There was no truth in such a statement. So far as he was aware, what money had been advanced had been advanced by the Toronto Savings Bank, on the strength of several Acts of Parliament. The whole matter at issue was one of dollars and cents, a matter of 80,000 people against three persons. It was an unjust and un-

manly thing on the part of the citizens of Toronto to attempt to shirk their agreement. If the Toronto Street Railway were bound by the original contract to do these things then the Courts of law would so affirm it. Honesty and justice required that the street railway should be put back to its original agreement. If there was one thing more than another they were bound to conserve it was the dignity, independence, and honesty of this House. It would be a sorry thing if one side or the other allowed itself to be influenced by an outside insinuation that it was actuated by improper motives—in other words, that their votes had been improperly obtained. It would be a fitting protest against such a scandalous insinuation if the House decided that the legislation sought by those who were lobbying on the part of the city should be refused. In that sense he moved the following amendment: “That the said Bill be referred back to Committee of the Whole with instructions to amend the same by striking out the first, second and third clauses, and inserting in lieu thereof the words following, ‘Section 1 and its renewal sub-sections, and sections 2 and 4 of the Victoria, chapter 63, are hereby repealed.’”

Mr. CROOKS said he wished to explain the reasons which influenced him to support the amendment. He supposed no one took greater interest in the prosperity of the city of Toronto than himself, but this controversy involved a question in the settlement of which mere partiality could have no voice. The question was, how could the Legislature, which possessed but one chamber, best administer its functions in the interests of the Province? He felt satisfied that this House would consider it going beyond its proper functions if it were to assume the functions of a court of law, and interpret the language of a contract binding when both parties agreed to it. On the one hand they had a municipal corporation representing the interests of a large and growing community, and on the other a corporation, the creature of the Legislature. These parties entered into an agreement, sanctioned by the Legislature, which was supposed to be legal, and valid, and binding, just as a private contract was upon private individuals. He had never known an analogous case since he had sat in the House where the Legislature had consented to interpret a binding contract between two contracting parties. He thought therefore that the legislation of last year was wrong, and should not have been allowed. The city of Toronto attempted to interpret a contract in a certain way, and in their own advantage. By allowing this the House were striking at the root of the binding force of a contract throughout our whole community. Could the Legislature with propriety assume in the slightest degree to affect those rights which the courts of law were the proper tribunals to decide? The question lay in a nutshell, and had reference to the construction of a particular term in the agreement. It was not contended that this agreement was an invalid one, or was obtained by means which this Legislature were not bound to recognize.

Mr. CAMERON said he agreed with the hon. the Treasurer that it would be wrong to interfere with private rights, but he could not accept the proposition that the matter in controversy was one solely affecting private rights. It related to public interests that were greater than the private rights of individuals, and public interests that had been interfered with by the Act of the Legislature. Those residents on Yonge-street were entitled to have their street free from every kind of obstruction. No person had any right to cause any obstruction to be placed on that street. The Legislature gave authority to the original Company to place an obstruction there to the detriment of the citizens living on the street and of the public at large, unless there were some power to compel the Company to make the path they travel like the rest of the roadway. It was said that the Railway Company had particular and peculiar rights, but unfortunately for themselves they had endeavoured to use the privileges that had been granted them in a way that had been detrimental to the interests of the citizens. They had failed to keep the railway in that condition in which unquestionably by the terms of the contract they were bound to keep it. As was remarked the other night by the hon. member for Stormont, the city could indict the Company for causing an obstruction, but immediately afterwards another similar obstruction took place. The citizens got no redress whatever, because the punishment inflicted on the Company might be very small, while the saving they effected by not keeping the road