

29. The City and The Company will respectively concur in using their best efforts to obtain any legislation which either may consider expedient or necessary to confirm and ratify this Agreement, and they will pay in equal proportions the cost of and incidental to the obtaining of such legislation.

30. All actions and suits between The City and The Company in reference to pavements are hereby settled and discontinued, and each party shall bear and pay its own costs.

In witness whereof The City and The Company have herewith affixed the corporate seals of the said respective corporations under the hands of the Mayor and the Clerk of The City and of the President and Secretary of The Company.

Signed, sealed and delivered
in presence of

This agreement makes the Railway Company the permanent contractors for the pavements under the same obligations as other contractors. Under the present system the contractors guarantee pavements for five years, and the Railway Company would guarantee them for the whole term and were subject to the jurisdiction and control of the City for construction, maintenance and repair.

The Railway Company consented to this agreement for the purpose of a peaceful solution of the differences between the Railway Company and the City, but they always have preferred and now prefer that the original agreement should be carried out in good faith.

After the City revoked all the work for 1893 they awarded some contracts for pavements of portions of the track allowances, but they were violating the spirit of the agreement in letting these contracts. The plan of the agreement was to change the system from horse power to electric power and that the City should lay down the pavements in conjunction with the change of tracks, and the Company insisted that the change of tracks for electric power should govern and regulate the laying of pavements.

Take the following as an illustration: The City expended a large sum of money in laying down a permanent pavement from Dundas Street into High Park and then let the contract for a permanent pavement on Dundas from Queen Street to the bend, leaving about a mile and a half on Dundas Street which could not be bonded and wired for the purpose of operating by electric power, and no practical result could come from laying down pavements on two ends of a street without pavement in the middle for the purpose of an electric service from Queen Street into High Park.

Another illustration might be taken on Front Street, where the Council awarded a contract for a permanent pavement from Frederick Street to Church Street, which can be of no use whatever to the Railway Company.

In consequence of the unfair action of the City the Company decided that they would be obliged to resort to a Court of law to obtain their legal rights, and compel the City to carry out its obligation and lay the pavement—and pay the damages which may be approximately estimated from the following statement: