

The Toronto Suburban Railway's Change of Gauge and Grade in Toronto.

The Ontario Railway and Municipal Board has given judgment on the Toronto Suburban Ry. Co.'s application for approval of its proposed change of gauge, change of grade where necessary, and renewal or tracks where necessary, within Toronto city limits, the following being a summary.—This is an application for approval of two plans, A and B respectively, A showing the company's tracks along Dundas St. from Lambton Mills through York Tp. and the City of Toronto to Keele St., with a spur southerly along Gilmour and Fairview Aves., also from Dundas St. northerly along Keele St. and the Weston Road south to the city limits, also extending easterly from Keele St. along St. Clair Ave. and Davenport Road to Bathurst St. and southerly along Bathurst St. to the C.P.R. It is proposed to change the gauge of the tracks from 4 ft. 10 $\frac{3}{4}$ ins. to standard, 4 ft. 8 $\frac{1}{2}$ ins. Plan B shows the tracks easterly along Dundas St. from the city limits at Runymede Road to Keele St. and northerly along Keele St. to the C.P.R. It is proposed to substitute girder rail for the T rail at present in use. While this is being done, permission is asked to lay and operate along portions of Keele St. and Dundas St. a temporary track. It is also asked that the City of Toronto contemporaneously repair and reconstruct the railway portion of the roadways covered by the agreement of Nov. 11, 1899, made with the town of Toronto Junction, now part of Toronto, which roadways include Dundas St. from the city limits easterly to Keele St., and northerly on Keele St. to the C.P.R.

The Board was advised that the City Engineer had no objection to the proposed change of rail and implied that the council's consent would be forthcoming. He also consented to the laying down of the proposed temporary track. York Tp. does not object, and the City of Toronto does not press its objection to the proposed change of gauge, and indeed objection from either quarter would be purely vexatious in view of the plain provisions of the agreement before mentioned. So far as York Tp. is concerned, there is complete concurrence with the company's proposals, but at this point the concurrence of the city ceases, and differences arise as to its rights and obligations under the agreement. The company alleges that the pavement along Dundas and Keele Sts., which will be torn up in making the changes, is worn out, and should under the agreement be replaced at the city's expense, as the city agreed to "construct, reconstruct and maintain in repair the street railway portion of the roadways traversed by the railway system." The city replies that the work must be done at the company's expense under a clause in the agreement providing that "in the event of the company desiring to make any repairs or alterations in the ties, stringers, rails, turnouts or curves in paved streets, the portion of the roadway torn up in so doing shall be repaved by the corporation but at the expense of the company."

Another question arises on the construction of the agreement, as to the incidence of the cost of the concrete base under the tracks, the company claiming that its cost, as coming under the description of substructure, is not properly chargeable to the company, or in the alternative, only the cost of the increased depth of concrete (6 ins. additional to the normal 9 ins.) necessitated by the tracks

should be charged to the company. The agreement places upon the corporation the burden of construction and repair of the street railway portion of the railway, and expressly excludes the tracks, substructure and superstructure required for the railway; it also places upon the company the duty of constructing the tracks and substructure from time to time, and the Board takes this to mean, both the initial construction and the maintenance in repair of the tracks and substructure. The agreement also declares that in the event of a paved street being torn up by the company for any of the purposes mentioned, the cost of repaving shall be paid by the company.

Dealing with the question of the incidence of cost of constructing the concrete base, it was found on examination by the Board's engineer, that the concrete base was in good, or fairly good condition, so that it follows, that if the company in tearing up the roadway injures or destroys the existing concrete base, it may be made good as a detail of the repairing by the corporation, but at the company's expense. As to portions of the streets in question which are now paved with tarvia, without concrete base, the corporation stated that it was the intention to lay a permanent pavement the width of the track allowance, which will require a concrete base. The plans submitted show a concrete base laid on the sub-base, 15 ins. thick, in which the wooden ties are embedded in such a way that the tops of the ties are flush with the upper surface of the concrete base, thus offering an even bearing on which the steel rails are laid. The pavement is then completed by laying blocks of granite or other suitable material, bringing the travelled surface flush with the top of the rail. A difference has arisen as to which of the parties shall bear the expense of laying the concrete base. The Board reached the opinion that the word substructure as used in the agreement includes the entire body of concrete which carries the rails. The company may take the ground, after conceding that the entire concrete base is substructure, that a different rule is applicable in the present case, holding that the company's obligation at the most is the replacement of the pavement destroyed by one of the same kind now used. The agreement, however, provides that work of this nature is to be done under the supervision of the City Engineer and to his reasonable satisfaction, and the city has sufficiently indicated that only a concrete base as shown in the plans will secure that reasonable satisfaction.

On the question of the corporation's maintenance of the pavement in repair, the city offered to pay the whole cost of paving that portion of Dundas St. now laid with tarvia, and of paving the remaining portion of Dundas St. and the portion of Keele St. in question, less such a sum as the Board might fix on the advice of its engineer, as representing the life of the pavement on those streets, which sum should be paid by the company, this pavement, as proposed by the city, to include the body of the roadway from the base to the top of the rails within the track allowance as already defined. This proposal was made on the understanding that any order based on it should not be made the subject of an appeal by the company, and in case of such appeal, the corporation would be free from any assumption of liability on its account. The Board accepted the pro-

posal with the reservation, and as in the absence of such a proposal, the Board would have felt constrained to hold the company liable for the whole expense of renewing the pavement torn up by it, there is no injustice to the company in adopting the proposal and making it a term of the Board's order.

Some discussion arose as to the change of site of the tracks on Dundas St., which is at present in the centre of the street, and the corporation desires that in the reconstruction proposed, the track should be laid a little off the centre of the street, so as to permit of the laying of another and parallel track when it becomes necessary to operate a double track railway. The city held that it could, under the agreement, require a relocation of the track in connection with the proposed reconstruction, but the Board could not adopt that view, as the location of the track on these streets referred to is the location when the undertaking was initiated, and the company has acquired a vested right in the site, which cannot be disturbed during the continuance of the charter, unless by forfeiture under some applicable provision of the agreement. Any change in location must be the subject of negotiation and agreement by the parties concerned.

The plans submitted will be approved and an order issued in accordance with the foregoing opinions. No question has been raised that the installation of the diamond and safety device at the intersection of the company's line with the Toronto Civic Ry. at the corner of Davenport Road and Lansdowne Ave., already ordered by the Board, should be done contemporaneously with the foregoing works, but as the interests of the parties will be best served thereby, the Board will so order. There will be no costs to either party but the company will pay \$30 for law stamps on the order.

Jitney Traffic Notes.

The Vancouver, B.C., City Council has put on a special motor cycle constable to look after jitney traffic.

A jitney service is being operated in Brantford, Ont., to the Terrace Hill district and residents are quoting its success as a reason why the municipal electric railway should be extended.

The Intermunicipal Industries Committee, representing South Vancouver and adjacent B.C. municipalities, is discussing the jitney question in detail, with a view to united action by suburban municipalities.

The Vancouver City Council has decided to examine all bonds offered by jitney owners, which have been rejected, and to investigate the standing of the companies offering them, and then to accept such as are satisfactory. The license inspector will be directed to thereafter prosecute all jitney men who have not registered bonds.

The Winnipeg Jitney Owners' and Drivers' Association has elected the following officers: J. Wilson, president; J. R. Wilding, vice president; J. Lamarre, secretary-treasurer. The members passed a resolution promising to make the jitney service in Winnipeg the best in Canada, and inviting the public to make suggestions which would tend to its improvement.