ominion fair is to be held in next year, but this will not Edmonton people attending if ingency lets up.

Borden has reached the pronclusion that British Colum. ould remain a white man's . He reached the conclusion ne day he reached Vancouver ly enough.

exchange says: "Every man, and child in Canada, accordthe last census, drank in 1903 gallons of beer, .870 gallons of and used 2.548 pounds of to-Don't believe it. There are and children in this city who booze nor smoke

Canada of Montreal points out r. R. L. Borden has discovered way in which to put down elecrruption. It is to not nomincandidate in an election. If licy followed in St. John and ille is pursued, electoral corwill soon come to an end. But was not Mr. Borden's fault adidates were not nominated. ered otherwise in St. John at

nipeg Telegram: "Technically, IcBride is responsible for the olding of the Royal assent to anti-Asiatic legislation. se, actually and practically.

nipeg Telegram: "Mr. Borden een solidly entrenched behind nes of Torres Vedras," said ing located in the mountains Ith captured by the Fosterbrigade with the timely asof the railway corporations.

l gas has been discovered at More competition for the

won another battle the ebels will postpone peace ne-

nitoba weekly a few days ago its readers: "Hon R. L. has been chosen as leader of osition.'

Winnipeg Telegram says the ent concurred "in measures opened the doors to Japanese

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CLEARceptical ing the goods. when saw the e them our adstomers doing ause all IE RATE. isement use we opened marked ne will hich is 5026. good v over-11.00, h, very er this be pro-Al-

DISCUSS THE TERMS OF RAILWAY FRANCHISE SALE

Special Meeting of Council Takes up Question of Conditions Upon Which City's Valuable Street Railway Franchise May be Disposed of—Disof showing the company's proposal as to the location on the street, the cussion Based on Tretheway Agreement----Advocates of Sale Hand- position and style of the track, road ling Proposition Gingerly.

city council Thursday evening called to discuss the terms upon which the lisposal of the city's street railway franchise, to a private corporation wil be considered, was convened, the ald ermen were faced with a puzzle as t how to proceed. Except for a secon letter there was nothing before the neeting in the way of a proposal from P. F. Cronin, the Canadian represe ative of Geo. Balfour, the English capitalist, who has offered to put chase a franchise, other than the bal statement contained in Mr. Cronin original letter making the offer. This second letter from Mr. Cronin sug pany's representative confer and cor sider the terms and reduce an agree ment to writing. But this did no solve the difficulty, for the aldermer were desirous of informing themselve

as to what they wanted. was finally decided the counci should resolve itself into a committee of the whole, and while in this cor half spent in informally discussin terms. The absurdity of the council the fact that although the alderme advocating the disposal of the fran chise agreed on a number of point it was not known whether any of ther would be acceptable to the propose purchase. Still the council waded in and with the franchise, held by W G. Tretheway, which was granted i 1904, and which lapsed, the city be enriched to the extent of \$10,000 the forfeit put up to guarantee th construction of the street railway, a a basis, some headway was made

The mayor started the ball rolling "I would say," he declared, "that the three principal points for us t consider in connection with th agreement are as to the terms of th franchise, the power of repurchasin

and participation in the profits.' At this point Ald. Manson asked fo a statement of the expenditures date on that portion of the street rai way between First and Ninth street which had already been constructe by the city. This statement was forth coming, but the figures were not made This much, however, known, that the cost of laying th portion already down was \$49,000. I ddition to this the cost of the rail for the proposed six miles, which hav been purchased, and which have been delivered to the city, re presents an additional \$49,000, accord ng to the original estimates. In ad dition to these amounts it is presum bringing the amount in excess of the traffic demand.

Commissioner Pace was asked i the statement represented the entire did but that there was in the neighorhood of \$6,000 worth of other material on order and which had not yet

It was apparent throughout the entire meeting that the aldermen purpose dealing with the question with gloved hands. There were three aldermen absent. Ald. Daley, Gariepy and Picard.

Ald. Manuel's Opinion.

Ald Manuel was the first to express himself on the question. "I would consider," he said. "disposing of the franchise only on a bass of power to repurchase after a certain period of years, participation in

ence to an agreement. majority of the council has decided to any and all streets upon which the former may be used on streets which sell, and the advocates of this procedure should give their opinions. I'll assist by criticising.'

The meeting finally got down to a discussion of terms, based on the Tretheway agreement. In the Tretheway agreement the duration of the franchise was fixed at

30 years.
"It will be six years," said Ald. "before a street railway would be a paying proposition. How would 20 years do for the duration of

"That's all right," acquiesced Ald. Manuel, and generously added, "but fuses to accept such a term, I would

if ever. Franchise 20 Years, It was then moved that the duration of the franchise be 20 years. This was carried without further discussion, apart from a remark from Ald. Smith to the effect that a street rail- and consent to construct a line of way in the city should be a paying railway, it may in the first instance "I think Edmonton," he said, "will have a population equal to that of

mayor at this point, and he proceeded to read the final clause of Mr. Crondown and operate a double track in ence between the council and himence between the council and him-self at which the terms could be con-struction of the six miles of railway sidered and an agreement reduced to writing to be later submitted to the company shall, before entering

When the special meeting of the Anderson, who is with Ald. Walker in avowed opponent of selling the more than 2,640 feet of street on any one of the said lines or routes shall vant. We may decide on certain hings and none of them be acceptable o the other party. It takes two to nake a bargain.'

"So it has been said before" interolated the mayor caustically.

As to Percentage. The discussion continued, and lause in the Tretheway agreement ealing with the percentage of the ality, was taken up. This clause eached \$500,000.

Ald, Manson liked this but the mayconsidered the clause should be eft in abeyance until the council had ad an opportunity to review other on this point. He cited he fact that Toronto's percentage anged between 5 to 20 per cent. basd on the earnings.

me in which the work of construcion should be commenced and the year was provided in ons. This was agreeable to the ouncil. Allied with this clause was he question of the roadbed and the

"What we have already laid is good sample of a street railway road-yided that two years' notice be given by the municipality to the ontinued we would have the treet railway roadbed in Canada.' Under the old agreement two mile f track was provided for. This claus as amended to six, the amount of ails which the city now has on hand.

Toronto Conditions. Then came a discussion as to con itions governing the city's power to made nsist upon the laying of double rack where traffic demands. Ald. Walker pointed out that in To onto the street railway company ir rder to increase its receipts to pernit of paying the city its percentage vithout being greatly embarrassed.

Agreement Considered. At this juncture the Tretheway

expenditure to date. He replied that council proceeded to consider it claus been delivered. When that point was reached it was council Tuesday next. The agreement and the suggested amendments up to clause

Municipal Consent. 1. The municipal council of the city within a reasonable time and necessary switches, sidetracks and its tracks to the grade of such pave- operated for the purposes turnouts for the passage of cars, car- ment. earnings and control of rates. I have riages and other vehicles upon and seen enough of the manner in which along such streets of the city of Edthe street railway construction is ac- monton as are hereinafter specified or be the standard guage of ordinary complished under municipal owner- as regards which provision is herein- steam railway companies. ship to be convinced that this city after made, and to carry passengers does not want a street railway as a and freight thereon by the motive consent of the municipal made upon and subject to the terms ereinafter set forth.

Commencement of Construction. 2. The actual work of the con struction of the railway within the municipality shall be bona-fide commenced by one year after date passing of agreement, and shall be bona-fide continued with all reasonable speed so that one year from thot date that shall have been actually laid down if the applicant for the franchise re- within the municipality a track of at on the least six miles in length

4. In any case in which the comconstruct either a single or a double Victoria in 10 years, 35,000, and the victoria street railway is now payg."

any specified portion of the company's system demands it, the coun-

proceeding with the work shall re-land the tracks shall be constructed.

Plans to be Submitted. 6. The construction of any line of way (including the six miles -erenbefore specially provided for) shall not be commenced until a plan thereand in the course of the construction of any of the company's lines no one of the said lines or routes shall any of the

Effect of Engineer's Approval. 7. No approval by the Engineer ross earnings to be paid the munici- shall have any effect unless the construction of the railway line for and tear, which amount shall be as rovided for a percentage of 5 per which the same has been given shall ent. on earnings after ten years, and have been bona-fide commenced withper cent. after yearly earnings had in six months of such approval, and completed and brought into operation within fifteen months of such approval, or within such further tim as the council may grant.

ient construction of the same.

Nature of Motive Power, 8. The over-head trolley system electricity is to be adopted construction of the company's lines provided that at any time here-The next point considered was the after and from time to time, any other system of application of elec tricity or any other system of motive asilway in operation. In the old greement a year was provided in hich to begin construction opera- power may be substituted by the the engineer, and the municipality, i the same be approved of by the gineer, may require the company to substitute such other system through out the company's system of railways within the municipality, pro-

> Electric Conductors. 9. Proper conductors to ...e satis faction of the engineer shall be installed for the return electric current that the parts of the street above re and no ground connection or connection to have not been properly tions with the water works pipes or planked, paved or otherwise mains or telephone conduits shall be structed or that they are not being

10. All poles erected shall be o such size, height and material and shall be placed at such distances apart on the boulevards or streets as been put shall be forthwith paid been put shall be forthwith paid nstead of increasing the trackage or strung thereon, under the supervision and shall be erected, and the wires he number of cars, simply crammed and subject to the inspection of the 20. If the council grants permi he cars far beyond their capacity. He engineer, who may give directions sion to the company to occupy the uggested that a condition should be as to the same from time to time and streets for such iserted providing that sufficient shall be placed so as to interfere as pany shall provide comfortable wait rackage and cars should be deternined by fixing the specific maxinum number to be carried in each streets; and both material and work-par. The object of such a clause manship shall be subject to the apvould be to make it compulsory to proval of the engineer. The trolley wires shall be supported by poles on

wise permitted by the council. Works to Conform to Plans. 11. The location of the streets, the position and style of the track, road by clause, amending it wherein they bed, rails, poles, wires and all other believed it could be improved. In appliances shall conform to and agree appliances shall conform to and agree that all trains shall be through trains this way they got through 35* clauses. with the plans approved of by the between the municipality

the sides of the streets, unless other-

12. Upon a grade being established by the engineer and upon the com-pany being notified of the fact by the engineer, the company shall

13. The guage of the railway shall

14. The rails to be used shall municipal proposition. These are my power (other than steam) hereinafter either substantial "T" rails of not opinions in a general way." Ald. Walker, the leader of the opposition to the sale of the franchise and to construct, erect and maintain rails of not less than sixty pounds was asked for his opinion in refer-was asked for his opinion in refernce to an agreement.

"It's not up to me," he said. "The including the erection of poles upon and carriages over the same. The company shall, with the consent of are not paved, but the latter shall be the municipal council, run its rail used on all paved streets and subway; provided that this grant of the stituted on all streets in the course modern style and construction and council is of being paved.

Tracklaying. 15. The tracks of the railway and structed in a substantial manner, according to the best modern practice be constructed, erected, laid down and arranged as to impede or incom- are operated. mode the public use of any street or public place as little as reasonably possible

Removal of Material. 16. During the operation of laying, be prepared to give a 30 year fran-chise. I think this city would not and within the same limit of time free passage for vehicles and carwant to undertake the administration there shall be street cars actually riages over the streets shall be kept type. of a street railway within that time, running thereon in such manner that open and the street not obstructed; bona-fide street car service shall be and immediately after the rails have n ordinary operation according to been laid or relaid as the case may the requirements hereinafter set forth

Double or Single Track.

Double or Single Track.

Double or Single Track.

Double or Single Track.

Conduction

Double or Single Track.

Conduction

Double or Single Track.

Conduction

Conduction

Deen laid of related as the close of dug up have the power to shall be either removed from or shall be substituted. spread over the street from which pany shall have the proper authority the same shall have been taken, as shall be directed by the engineer, or such person as he may dispute; and on every passenger car operating the municipality on its part shall solely within the municipality not (except when and so far as may be necessary, and then for so short a time as reasonably possible) when fix the maximum rate of speed of all working upon or about the street, or any cars of the company within obstruct the lines or tracks of the the municipality, but so that the rate company or hinder it in its opera of speed so fixed shall not be less tions either by placing or to remain open the said lines or Freight and Express Mail Matter. tracks, earth or other obstructions,

the said lines and tracks. Company's Share of the Roadway people for endorsation.

The people for endorsation and the company shall of them at the expiration of the said to the council for permission to do so, the track allowance and the roadway by the company in favor of or unless permitted by a vote of a ma-connect thereat and make as close period of 30 years, it shall have the son. "I want to know something of the conditions before I meet this man. "I size it up this way," put in Ald. struct a line of railway, and before good state of repair by the company, freight or other rates for carriage against any company or person or line to the conditions as reasonably possible the residents for connection as reasonably possible the right at the end of each succeed the time being of twenty-one years of with the lines of cars of such suburban railway and shall convey to any (Continued on Page Seven.)

ceive the approval of the engineer or and maintained even with the grade of the street and to the satisfaction of the engineer; and the company shall crossings provided by the municipal-

Paving of Streets. 18. Whenever the municipality cides to pave a street traversed by company's tracks, the be broken up or opened at any one company shall pave in a similar time, and when the work thereon manner or in such other manner a shall have been commenced the same shall be approved of by the council shall be proceeded with steadily and and at the same time, those parts of without interruption and as rapidly the streets hereinafter referred to as the same can b carried on, due re- and in case any street on which the gard being had to the proper and effi- company shall lay a track shall have shall at once pay to the municipality the cost of paving such parts less at amount properly allowed for wear

> ferred to shall be: In case of a single track betwee the rails and for a width of 18 inche along the outside of each rail. tween each set of rails and for width of 18 inches along the outside

certained and determined by the En

of each rail only, provided that if and other obstructions, and shall such passenger shall be carried free to fix anew the compensation to be the company to remove the pavement upon such parts of such street, in order to lay track or tracks thereon and if th payement thus removed cannot practi cally be replaced or relaid the com pany shall not be required to pay to the municipality the value of pavement removed, but shall be re quired to substitute there for pave ment of the same kind, value and material; provided also that the municipality shall give to the com pany a notice in writing at leas thirty days before commencing to street or part of a stre upon which no line of the company s already laid, that it is the mun cipality's intention to pave such

treet or part of a street Doing Work at Company's Expense. 19. In case the council considers maintained in proper repair, the municipality may direct that the worl the direction of the engineer and 1 which the municipality shall nav the municipality by the company,

Waiting Rooms. Centralization of Syste

21. The company shall so construct its lines extending beyond the limits of the municipality and so operate them at all times that the company's station in the municipality either the point of departure or the objective point for each train point of departure or the objective int of such trains; provided this shall not apply to any cars oper other municipality than Edmonto and within a distance of six mile from such other municipality

of Edmonton, in so far as it has power so to do, does hereby consent that the company may lay out, construct, maintain and operate a single or double track street railway, with all necessary switches sidestreet and single or like the track to the grade of such grade and when an unpaved and always maintain within the municipality all its construction without delay conform the grade of such grade of grade part of its system and its barn or stables and round houses used for the housing of its cars operated the municipality, and a reasonabl conveniently situated office or freigh shed for the distribution of freight and all material required fo tem and not intended for use els where; provided that this shall not apply to any store house repair shop or other building or any material necessarily accessory or ap

pertaining to the power house of the said company. 23. All passenger cars used

suitable for the safe and comfortabl conveyance of passengers, and share when in operation, be always sufficiently heated and lighted, kept clean, all works necessary for constructing and shall have vestibules on each end and laying the same shall be confor winter service, and shall have and the tracks and other works shall may be read both by day and night in large plain letters (so that the same the route or street on which the same

The effectiveness of a render shall be based on its ability to protect life. Should a man be killed, thi shall be taken to mean the fender i not acceptable, and the council have the power to say what fender Conductors

25. The company shall have a con ductor in addition to the motorman 26. The council may by by-law

allowing than 10 miles an hour. tracks, earth or other obstructions, or otherwise, but shall use all due care and diligence in keeping clear the said lines and tracks.

27. The company shall have the right to carry freight, express or mail matter within or through the

28. Every car or train shall be provided with a gong or bell to be be more than five cents each; construct and maintain in repair all approved of by the engineer, which Fares on night cars (i.e., between II crossings over its tracks and for 18 shall be rung when the car or train p.m. and 6 a.m.) shall not be more the point of connection; and the cominches on each side in continuation is approaching any public crossing of and of the same character as the and at a distance of at least 20 feet

> Use of Sleighs or Buses 29. Whenever anything occurs which materially obstructs the track, the Company, until such track can be sed again, may use sleighs or buses of sufficient capacity and of sufficient numbers drawn by horses for the conveyance of passengers or freight, and such sleighs and buses shall carry colored lamps, and the at night ompany shall not have the right to

harge more than the same rates for

carriage of passengers or freight hereby as it is entitled to charge for like carriage in its cars.

Keeping Lines Clear. 30. The company shall at all times eep so much of the street occupied by the company's tracks as lies be cause the snow, ice and other until tickets are provided him. obstructions to be removed speedily as possible by spreading he snow and ice over the remainder of the street, so as to afford a safe and unobstructed passage for carriages and other vehicles. Should the council at any time consider that the snow or ice has not been properly or as speedily as possible removed from fer tickets and a passenger shall be or about the track or not properly entitled to transfer tickets for as cause the same to be removed and allow one continuous trip over the expense to the company, who shall point on the company's lines within at once pay the same to the munici- the municipality to any other point pality; if, however, the council is of on the said lines within the municipality; opinion that the snow or ice or any pality, and such transfer tickets shall portion thereof ought to be removed be used only by the passenger receiv ntirely from the street so as to af- ing the same, and shall be valid only ford a safe passage for sleighs or if used upon the next available car other vehicles, the company shall at departing upon a connecting or crossonce do so at its expense, or in case ing line. of its neglect the engineer may do the once pay the same.

31. The chief of the fire departmen f the municipality or any officer acting in his stead, may order a suspenion of the running of the cars on the any fire, if he deems it expedient, case of fire, the chief of the fire epartment, or other officer as aforeaid, may cut or pull down or direct o be cut or pulled down, any wires

the same. any car, so as to leave the track make a bona-fide commencement of

33. No car shall stop in front n intersecting street or lane, except o avoid collision or to prevent injury to persons on, or about to come on, the street or for other unavoid-

Removal of Buildings.

34. If any person shall desire to apply to the council on notice to the company will, if such arrangements from the company's suburban sysompany, for permission to do so, are effected by it or by the council, may be requested so to transfer, and conveying such freight cars over its lines to such points as the persons to whom the freight is to be delivered half of the east thereof shall be borne by the owner of the building and the other half by the company.

Hours of Running.

may be requested so to transfer, and conveying such freight cars over its lines to such points as the persons to whom the freight is to be delivered shall request, subject to the payment of a reasonable charge therefor; and for the purpose of carrying out the full intent of this clause, the company has company on three months' notice in writing shall furnish such power to the necessary extent and force.

Arbitration. Hours of Running.

.Increase of Service. 36. After the population of the shall be settled by arbitration purunicipality shall have reached fifty sugart to the Arbitration Ordinance: housand, night cars shall be run on the Municipal Council being entitled, time to time determine, in view of to appoint the arbitrator on their bewhat shall from time to time be re- half and to conduct the arbitration on used, shall be fixed by quired to accommodate the travelling their behalf public along such line.

Sunday.

Cash Fares and Classes of Tickets. 38. (a) Single cash fares shall not single fare; (c) The following several crossings shall be planked between a street and shall be kept ringing un-the rails for one foot on each side till the car has crossed the street and bed, rails, poles, wires and all other appliances shall have been submitted appliances shall have been submitted one-half inch higher than the rails.

the rails for one foot on each side till the car has crossed the street and thereof, which planks shall be kept shall be rung whenever necessary to than 25 cents for eight tickets, such taking over that part of the company's system within the municipality, under tickets to be used only workingmen and by them only be 5.30 p.m. and 6.30 p.m.; (3) Pupils tickets at not more than 25 cents for not more than eight tickets for 25c such tickets to be used only by child-

Tickets

ren under 12 years of age; (5) No

fare shall be payable for a child un-

the care of an elder person.

39. A ticket shall be deemed a fare Sale of Tickets. 40. All classes of tickets shall be kept for sale on all the passenger ween the rails of every track, and a pany fails to supply such tickets to

> Hand Baggage. 41. The fare for each passenger trarelling on any one of the company' lines shall include in each case ordin ary hand baggage.

Transfers 42. The company shall issue transor as speedily as possible spread over the remainder of the street, they may for one fare as shall be necessary to spread as aforesaid, and charge the lines of the company from any one

43. A single fare shall not entitle work, and charge the expense there-of to the company, and it shall at same portion of the company's lines.

Passengers. 44. The members of the municipal olice force, when in uniform, and the members of the municipal fire rigade going to or from a fire shall the secretary-treasurer of the municibe carried free of charge on all the pality a sum equal to eight per centrailway or any part thereof, during passenger cars of the company with um in lien of five per centin the municipality.

Compulsory Extensions. 45. The council may at any time and from time to time demand the les, structures, or appliances, used construction and operation of extenoperate cars or incident thereto, sions within the municipality of any nicipality takes over the company's and neither the municipality nor its of the company's lines by a written officers shall by reason thereof be notice served on the company, de-liable for any loss or damage result-signating the street or streets, route ing from the cutting or pulling down and terminus of the projected extenthereof nor the burning thereof nor sion or extensions, and the company for the cost of repairing or replacing shall be bound to carry out promptly the requirements of such notice, if at the date of such notice there be 32. Ordinary carriages, sleighs and an actual bona-fide resident populaother vehicles may travel on, along, tion of at least 400 persons of above over and across the company's tracks five years of age for each half mile provided that they do not impede or of the projected line, living at a disinterfere with the cars running there-on and subject at all times to the ight of the company to keep upon eighth of a mile on any parallel line

he track, when meeting or overtak- already in operation, that is to say, ing any carriage or other vehicle an average of 400 for each quarter The cars of the company square mile, measured as above indihall be entitled to the right of way cated. The company shall have such n the track and any vehicle, horse- extension actually constructed and in shall be recoverable by the municishall turn out on the approach of the service of such notice and shall municipal taxes.

> the work within six months of the ser vice thereof. Traffic Arrangements.

46. The company shall from time to near the municipality for junctions building or any other with their lines, and the transfer of shall construct or aid in the construcarising under this clause all disputes

Suburban Lines and Connections. 47. In the event of any suburban bind itself to continue to use such 37. The company shall not have street railway, other than the compower supplied by the company. municipality and charge a reasonable the right to run its freight cars on pany's, being constructed from some compensation therefor; provided that Sunday, nor shall it have the right point without the municipality to exercise the rights aforesaid or any

specified place upon the company's ines within the municipality, the cars of freight, freight and passengers hauled by such suburban company to than double the ordinary maximum pany shall in the event of construction of such suburban railway, if reclasses of tickets shall be sold by the quired so to do, furnish power for the same, upon such reasonable terms, as in case of dispute shall be settled by

by system within the municipality, under the conditions herein provided, the tween 6 a.m. and 8 a.m., and between company shall have running rights such freight and passenger trains as ten tickets, the same to be used only the company may operate for hauling on school days and between 8 a.m. freight and passengers to and from and 6 p.m.; (4) Children's tickets at the municipality. The extent of such unning rights, the rental or other harge, rates, fares or proportion thereof respectively, and all terms, conditions and restrictions for upon and under which the company der five years of age when travelling hall exercise such rights shall be setled by the arbitrators fixing the comensation to be paid by th pality on taking over the said part of e company's system. The compensation to be paid for such running rights then ascertained shall remain cars of the company, and if the com- fixed until subsequently modified as ereinafter provided. After the expirwidth of eighteen inches on the out a passenger on demand and tender ation of one year and at intervals of side of each line of rails cleared, as of the price of a set of tickets (not not less than one year either partyfar as reasonably can be, of snow, ice requiring more than \$1.95 in change) may demand a subsequent arbitration

paid for such running rights. Municipality's Share of Profits.

49. The company shall in each year neing with the year 1915 until e municipality assumes the ownerhip of the company's system, within he municipality, pay to the secretary reasurer of the municipality a sum equal to five per cent of the gross yearly earnings of all its lines within the municipality, and the company shall, annually, make a duly verified statement of such gross earnings, and file the same with the secretary-treaurer on or before the 15th day of anuary of each year beginning with ne year 1916, and such statement nall in each case cover and be for he twelve months ending on the preeding 31st day of December: and the micipality shall have the right to ppoint an accountant, who shall have the right at all reasonable times to examine the company's books and ccounts as to such gross yearly earn-

Provided that when and so long as the said gross yearly earnings shall reach and amount to the sum of five hundred thousand dollars (\$500,000) per annum, the company shall pay to

um upon the said gross yearly earn-

Further Payment to Municipality 50. The company shall quarterly, after the expiration of ten years e 15th days of January, April route and October in each year, pay to the secretary-treasurer of the mu a sum equal to \$20 per year for each pany's municipal system, and used by part of the quarter immediately preed that this clause shall not apply to leighs and buses.

51. The sums, provision for the payent of which is made by the last two preceding clauses, snall, without preudice to any other remedy, form a

man or foot passenger upon the track operation within twelve months from pality in the same manner as general Term of Agreement. 52. If the company shall well and hereof in all respects it shall be enitled to enjoy the rights and privileges hereby granted for the ime, whenever required by the of 30 years from the date hereof. At ouncil, use its best endeavors to the expiration of the said period of arrange with all steam railway com- 30 years, if the municipality gives panies, whose lines run within or months prior to the lapse of the said period that the municipality wishes large thing across or along a track of the company, such person shall lines to the street car lines, and the transfer of to acquire that part of the company's system which shall constitute and the council may thereupon grant him such permission fixing the time at which the removal shall be cominenced, and the removal shall be done as far as reasonably possible at night time and as speedily as reasonably as reasonably possible at night time and as speedily as reasonably possible at night time and time are night time and time and time are night to as a night time and time are night to as tem, the municipality shall have the

35. Passenger cars are to commence tion of such tracks and sidings as municipality shall fail to agree upon shall be convenient and proper for the the amount to be paid by the municipality shall be amount to be paid by the municipality shall be convenient and facilitating other Cars.

24. All other cars shall also be of the most improved modern style and construction and suitable for the purposes for which they are used, and all motor cars shall be provided with fenders of a modern and up-to-date running on all routes not later than 6 a.m., and continue running until 12 p.m., standard time, at such intervals (which may be different on different on different on different routes) as the council shall from time to time determine, and the company shall, if required by the council, run fenders of a modern and up-to-date running on all routes not later than 5 a.m., and continue running until 12 p.m., standard time, at such intervals (which may be different on different on different routes) as the council shall from time to time determine, and the company shall, if required by the council, run fenders of a modern and up-to-date routes not later than 5 a.m., and continue running until 12 p.m., standard time, at such intervals the distribution of freight to the various manufactories, elevators, warehouses, stores, yards and other places throughout the municipality, on such to time determine, and the company shall, if required by the council, run fenders of a modern and up-to-date routes not later than 5 a.m., and continue running until 12 p.m., standard time, at such intervals the distribution of freight to the various manufactories, elevators, warehouses, stores, yards and other places throughout the municipality to the company on the constitutes such system or as to what constitutes such system or as passenger cars over the entire line ary in the case of steam railway combe made for the value of the compassenger cars over the constructing similar tracks be made for the value of the company's franchise, good will or rights and sidings; and in respect of any charge made or sought to be made pany's franchise, good will or rights and sidings; and in respect of any charge made or sought to be made pany's franchise, good will or rights and privileges hereunder, nor shall regard be had to the revenue, profits dard time) at such intervals as the council shall determine, but the company for anything done by the company for anything done by the company for anything done by the company shall have the right to charge therefor double the ordinary maximum single fare. The municipal countage of or against any company. num single fare. The municipal coun- favor of or against any company, all value of the actual and tangible cil may also make reasonable regula-tions respecting the hauling and shunting of freight cars.

lavor of or against any company, al value of the actual and tangible person or class of persons, and it is property, plant, equipment and works connected with the railway actually any and all question or questions assumed by the municipality, including the actual planking or paving made or done by the company; and in case of motive power to be supplied by the company to the munici such routes and at such hours and if it shall see fit, to represent all in-intervals as the council shall from terests adverse to the company and pairing a rate to extend over a fixed period, but bearing a proportion to the quantity used or likely to be tors and regard shall be had to the length of time the municipality shall