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No. 30.

MEREDITH, C.J.

JULY 31ST, 1903.

TRIAL.

CITY OF OTTAWA v. OTTAWA ELECTRIC R. W. CO.

*Street Railway—Contract with Municipal Corporation—  
 Removal of Snow—Repairs to Pavements.*

Action to recover moneys expended by plaintiffs for the removal of snow and repairs to pavements, under an agreement between the parties. It was conceded at the trial that plaintiffs were entitled to recover in respect of the claim for the cost of the removal of snow, and judgment was given for plaintiffs for \$79.42, the amount of that claim.

The other claim was for the cost of repairs made by plaintiffs to the permanent pavements on certain streets of the city of Ottawa on which defendants' railway ran, which, it was alleged, were rendered necessary in consequence of defendants having wrongfully broken up the pavement in order to make repairs to their tracks, and having failed to restore it to its original condition when the repairs were completed, and for the costs of repairs to the asphalt pavement on certain other of such streets, which, it was alleged, were rendered necessary in consequence of defendants having broken up the pavements in order to substitute other rails for those which had been laid down, and having repaired the pavement, not with asphalt, but another kind of paving material of an inferior kind and less durable.

T. McVeity, Ottawa, for plaintiffs.

F. H. Chrysler, K.C., for defendants.

MEREDITH, C.J.:—With regard to the latter branch of the second claim, I find that the material with which the repairs were made was used with the approval and consent of plaintiffs, and plaintiffs are not therefore entitled to re-