

17. The Company will join the pavements on the track allowances with the pavements on the adjoining portions of the street, and will repair any damage to pavements on such adjoining portions which may arise while the works are in progress.

18. The Company, its agents and servants, is also to be governed at all times by the directions of The City Engineer regarding the placing, storing and disposing of all materials taken from the streets or to be used thereon, and must remove all refuse and surplus material as rapidly as possible from the vicinity of the works and deposit the same where directed by The City Engineer.

19. All plans, specifications and details of works to be done by the Company, on any street or public place in the City of Toronto as well as the works themselves, shall be subject from time to time and at all times and in all places, to the direction, supervision and approval of the City Engineer, and to any such alterations as he may deem necessary to make before the work is begun, but not afterward; all such plans, specifications and details shall be submitted by The Company to the said City Engineer before any work is commenced in any locality, and no work shall be begun without written authority from him, and after receiving the approval of the said Engineer in writing, all works must be carried out in strict conformity with the directions given from time to time by the said Engineer in respect thereof, and must be completed to his satisfaction within such period as he may prescribe. Clause 35 of the Conditions of Sale shall apply to all such works, and to any damages caused or claimed by delay in executing the same.

20. The City Engineer shall have the right to determine whether the life of any pavement or portion of a pavement on any track allowance has expired, and the necessity for its renewal, re-construction or repair, but in determining whether the life of any pavement has expired or whether any pavement requires to be renewed or reconstructed wholly or in part, he shall give to the Company ten days' notice of the time when he proposes to inspect the said pavement officially for the purpose of determining such question, and upon such official inspection the Company shall be entitled to be represented.

21. When The City Engineer has determined that the life of any pavement or part of a pavement has expired, or that it requires wholly or in part renewal or reconstruction, he shall give notice to The Company of his decision, and in case The Company is dissatisfied with such decision, and shall within ten days after notice thereof appeal therefrom to The City Council, the matter in dispute shall be determined by the Council and the Engineer's decision shall not be binding unless and until it has been confirmed by a two-thirds majority of the Members of The City Council present and voting thereon.

22. In the event of The Company declining or neglecting to proceed within the time limited by The City Engineer in that behalf, or within the time fixed by the Council in case of an appeal to them as aforesaid, with any work, matter or thing herein provided for, The City Engineer shall have the right, power and authority, without prejudice to any other right or remedy of the City, to proceed with such work by day labor, and from time to time to purchase materials and employ all such assistance as he may deem necessary to carry on the work, and The Company shall be liable for all debts, expenditures and obligations incurred by The City Engineer in and for the execution of any such work; and The Company agree to pay on demand all bills, vouchers, or certificates, rendered or presented to them on