

The prayer is:—

1. That the city of Hamilton be ordered and compelled to specifically perform the said agreement of 6th March, 1903, with the township of Barton, and the proclamation of 13th March, 1903, in respect of water and sewers as hereinbefore set forth.

2. That it may be declared that the agreements required by the city of Hamilton to be signed as set forth in the 7th and 17th paragraphs of the above statement of claim are unauthorised and unwarranted under the terms of said agreement of 6th March, 1903, and 13th March, 1903, and the agreement set forth in paragraph 19 hereof, and that the resolutions of the city of Hamilton requiring the same to be executed by residents of Barton applying for water or sewer connections are null and void.

3. That it may be declared what is a reasonable distance from the mains and pipes of the waterworks of the city of Hamilton as referred to in said agreement of 6th March and proclamation of 13th March, 1903.

4. That it may be declared that, in ascertaining the water rates payable by residents of Barton to the city of Hamilton under said agreement of 6th March, 1903, and proclamation of 13th March, 1903, the value of the property shall be deemed to be that at which it is entered on the last revised assessment roll of the township of Barton, and not an arbitrary amount fixed by an official of the city of Hamilton.

5. That it may be declared that a resident of Barton making a connection with a city sewer under said agreement of 6th March, 1903, and proclamation of 13th March, 1903, is only liable for payment of the actual cost of construction and inspection in making such connection at the time thereof.

6. And the plaintiff Thomas Barnes further claims that the city of Hamilton be ordered and compelled to specifically perform the said agreement set forth in paragraph number 19 of above statement of claim, and that it be declared that the plaintiff Thomas Barnes is one of the parties entitled to the benefit of said agreement. And that the said city of Hamilton be ordered at once, at their own expense, to replace his sewer and connection thereof with the city sewer on Sherman avenue in as good a state of repair as it was at the time of the city of Hamilton committing the wrongful acts set forth in paragraph No. 21 hereof.