

the committee instruct me to say that they find that, in the spring of 1868, opposition was contemplated to certain amendments to your Charter, for which application to Parliament had been made; that such contemplated opposition was withdrawn on the faith of a pledge given by the Railway Company in a letter addressed to the Citizens of Ottawa and the City Council, in which it is stated:

"They (the Railway Company) take this opportunity of assuring the Corporation and the citizens that, if the Railway Company could depend upon earning more than the amount necessary to pay working expenses, they would not object to become liable for items assumed by Street Railway Companies in larger cities;" that your reference now to the legislation obtained in this way seems to the committee to be rather severe criticism of the action of the Council of 1868, for relying on the assurances then given by your Company. Had the Council of 1868 the experience in street railway matters that your Company has afforded to subsequent Councils, they would not have erred in the manner indicated.

The committee also submits that the Railway Company entirely misconceives the position of the Corporation in this matter. The committee did not propose that the Company should surrender its Charter, nor do they think that the fact of the Company undertaking to keep in repair the roadways which are almost exclusively used by them for their own benefit would have the serious consequences suggested.

The committee would suggest that the Company has not attempted to redeem the pledge given to the citizens of Ottawa in 1868; that it has failed to comply with the terms of the agreement made with the Corporation in 1885; and that the recurrence of breaches of obligations of this kind, and the noncompliance with the terms of the Charter in other respects, will be more apt to lead to serious consequences to the Company's Charter than the performance of such a municipal duty as the repairing of the roadway traversed by the Company.