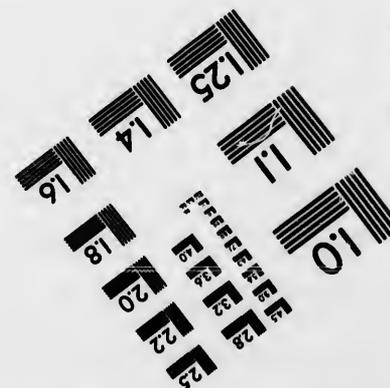
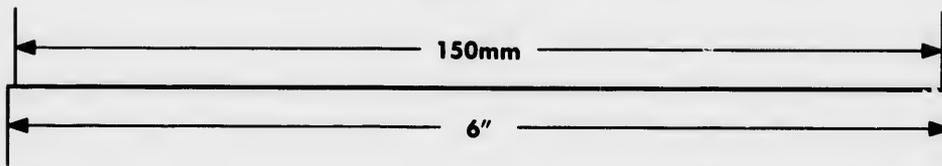
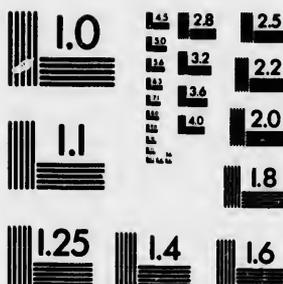
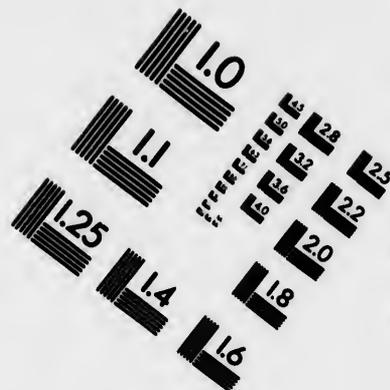
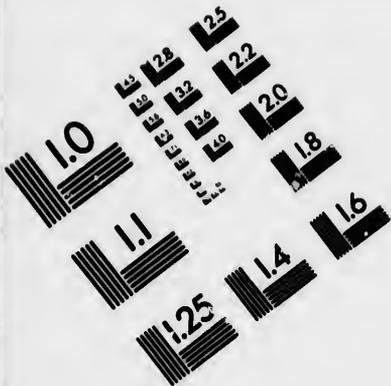


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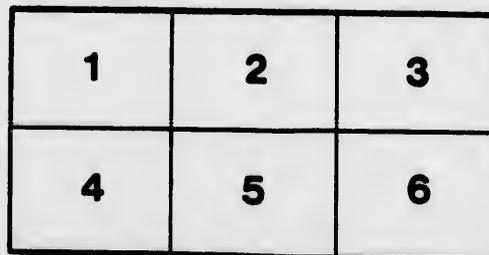
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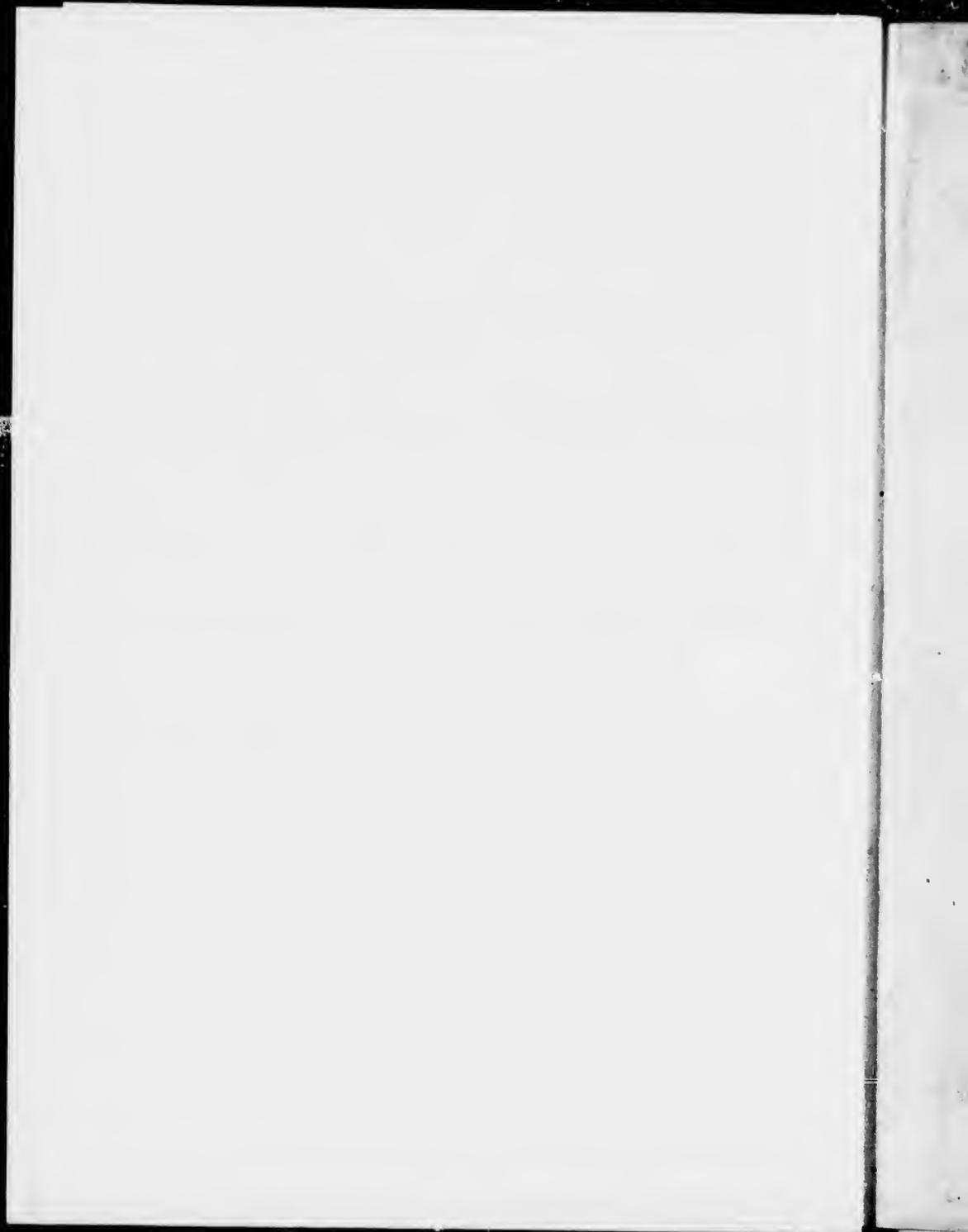
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ATTORNEY-GENERAL v. CITY OF TORONTO.

Re LEASE OF QUEEN'S PARK AND AVENUES.

MEMO. BY THE CITY SOLICITOR.

For the information of the Special Committee re Queen's Park, prepared pursuant to Resolution of said Committee, dated May 4th, 1888.

The following documents seem to be material as defining the present position of the City and University authorities:

I.

March 15th, 1827. By Royal Charter of this date, King George IV. incorporates "the Chancellor, President and Scholars of King's College at York, in Upper Canada."

II.

December 10th, 1828. D'Arcy Boulton and wife sell and convey to the said Corporation, for £1300, the north half of Park Lot 13.

III.

May 19th, 1829. Mary Elmsley and John Elmsley convey to the above Corporation, for £1350, the north half of Park Lot No. 11. and 1 chain in width, through the centre of Park Lots 9 and 10, for a road to Yonge Street.

IV.

August 15th, 1829. The Hon. W. D. Powell sells and conveys to the above Corporation, in consideration of £1433, the north half of Park Lot 12 and 1 chain in width, for a road, extending from Queen Street northward to the said north half of Park Lot 12.

V.

August 18th, 1829. King's College to Hon. William D. Powell.

THIS INDENTURE made the eighteenth day of August, in the year of our Lord one thousand eight hundred and twenty-nine, between the Chancellor, President and Scholars of King's College, in the Province of Upper Canada, of the one part; and the Honorable William Dummer Powell, of the Town of York, in the Home District of the Province aforesaid, Esquire, of the other part.

WHEREAS, the said William Dummer Powell hath lately sold and conveyed unto the Chancellor, President and Scholars of King's College aforesaid the easterly half, and the Honorable John Beverley Robinson hath also sold and conveyed unto the said Chancellor, President and Scholars of King's College aforesaid, the westerly half of all that parcel or tract of land situate, lying and being in the Township of York, in the Home District aforesaid, and being composed of the easterly one chain in width of the south half of the Park Lot Number Twelve, and the westerly one chain in width of the south half of Park Lot Number Eleven in the first Concession of the said Township of York. Commencing in front of each lot on the north side of Lot Street in the Town of York, and running northerly 51 chains, to land purchased by said Chancellor, President and Scholars of King's College for a site for the said College, which said narrow portion of land was purchased by the said Chancellor, President and Scholars of King's College for an avenue or entrance from the said Town of York to the site of the said intended College, to be planted on either side with ornamental trees and shrubs, leaving a road in the centre for persons, horses and carriages having occasion to pass and repass from the said Town to said College.

AND WHEREAS, upon the purchase of the said ground for the said avenue it was agreed between the said parties that the Chancellor, President and Scholars of King's College should grant to each of them the said William Dummer Powell and John Beverley Robinson, and to their heirs and assigns, being respectively occupiers of the residue of the south halves of the said Lots Number Twelve and Eleven still remaining unsold, and being the property of the said William Dummer Powell and the said John Beverley Robinson respectively, a right of way in, over and upon the said avenue, with permission to erect four gates at equal distances on their own lands adjoining the avenue, and to pass and repass through the said gates to, from and into the said avenue and to such part or parts of it as shall be generally used by the said Chancellor, President and Scholars of King's College for horses, carts and carriages, and for foot passengers.

NOW THEREFORE, THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of five shillings by the said William Dummer Powell to the said Chancellor, President and Scholars of King's College aforesaid, in hand paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they, the said Chancellor, President and Scholars of King's College aforesaid, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said William Dummer Powell, his heirs and assigns forever (being owners or occupiers of the southerly half of Lot Number Twelve aforesaid, now remaining, and being in the seisin of the said William Dummer Powell), a right of way and passage for himself and themselves, his and their farmers and servants, occupiers of the same premises, for the time being, and their tenants, workmen and visitors, on horseback or on foot, or with carts, carriages, waggons and sleighs, or other vehicles, in, over, along, by, through and upon, that part of the said avenue ordinarily used and appropriated for horses, carts and carriages, waggons, sleighs and other vehicles, and with such foot-way or ways, on either side thereof, as the said Chancellor, President and Scholars of King's College shall now or hereafter lay out and use for that purpose, with full liberty of ingress, egress and regress over the same, to be used as a way from Lot Street, in the Town of York, to the southerly

boundary of the College ground, being composed of the rear halves of the parts lots number twelve and eleven, and therefore to have and to hold the said right of way in, over and upon the said parcel or tract of land or avenue, as aforesaid, together with all and singular the rights, powers and privileges of ingress, egress and regress, in the same manner as the same is now, or may be at any time hereafter used and enjoyed by the Chancellor, President and Scholars of the said College, or by others resorting to the said College, with free liberty to erect four gates at equal distances on the said south half of lot number twelve, and of freely using the same, without the let, suit, hindrance, molestation, or disturbance of the said Chancellor, President and Scholars of King's College aforesaid, or their successors, unto the said William Dummer Powell, his heirs and assigns, being the owners or occupiers of the said land and premises adjoining the said way toward the west to the use of the said William Dummer Powell, his heirs and assigns forever, in the most full and ample manner, and that all and every the rights and privileges above mentioned, shall continue to and be enjoyed by the said William Dummer Powell, his heirs and assigns, notwithstanding the said Chancellor, President and Scholars of said College shall or may at any time hereafter discontinue the use of the said avenue or road.

Provided always, nevertheless, and these presents are upon the express condition that the said William Dummer Powell, and all and every person and persons using the said way by virtue of this grant shall not leave open any gates or wickets now set or erected or hereafter to be set up or erected upon or across the said way by the said Chancellor, President and Scholars of King's College; but shall at all times shut and fasten the same as they shall be directed by the Bursar of the said College, he, the said Bursar providing locks and keys for that purpose, which locks and keys the said Bursar may from time to time alter and change, giving to the said William Dummer Powell or other owners or occupiers of the said land and premises for the time being a fresh key or keys upon all such changes.

In witness whereof the said Chancellor, President and Scholars at York, in the Province of Upper Canada, have to these presents affixed their common seal, and the said William Dummer Powell hath to these presents set his hands and seal the day and year first above written.

(Signed) GEORGE N. MARKLAND,
Registrar, K. C. [L.S.]

(Signed) WILLIAM DUMMER POWELL,
By his Attorney,
SAM'L P. JARVIS. [L.S.]

Signed, sealed and delivered in presence of us,

(Signed) GEORGE P. RIDOUT,
W. B. HEWARD.

VI.

December 2nd, 1829. The Hon. John Beverley Robinson conveys to King's College, for 127, 1 chain in width along the west side of Park Lot 11, extending from Queen Street to Yonge Street Avenue.

VII.

December 2nd, 1829, King's College to Hon. John Beverley Robinson.

THIS INDENTURE made the second day of December, in the year of our Lord, one thousand eight hundred and twenty-nine, between the Chancellor, President and Scholars of King's College, at York, in the Province of Upper Canada, of the one part, and the Honorable John Beverley Robinson, of the Town of York, in the Home District of the Province aforesaid, Esquire, of the other part.

WHEREAS the said John Beverley Robinson hath lately sold and conveyed unto the said Chancellor, President and Scholars of King's College aforesaid the easterly half, and the Honorable William Dummer Powell hath also sold and conveyed unto the said Chancellor, President and Scholars of King's College aforesaid, the westerly half of all that parcel or tract of land, lying and being in the Township of York, in the Home District aforesaid, and being composed of the westerly one chain in width of the south half of Park Lot number eleven and the easterly one chain in width of the south half of Park Lot number twelve, in the First Concession of the said Township of York:—commencing in front of each lot on the north side of Lot Street, in the Town of York, and running northerly fifty-one chains to land purchased by the said Chancellor, President and Scholars of King's College for a site for the said College, which said narrow portion of land was purchased by the said Chancellor, President and Scholars of King's College for an avenue and entrance from the said Town of York to the site of the said intended College to be planted on either side with ornamental trees and shrubs, leaving a road in the centre for persons, horses and carriages having occasion to pass and repass from the said Town to the said College.

AND WHEREAS upon the purchase of the said ground for the said avenue, it was agreed between the said parties that the said Chancellor, President and Scholars of King's College should grant to each of them the said John Beverley Robinson and William Dummer Powell and to their heirs and assigns being respectively occupiers of the residue of the said south halves of lots numbers eleven and twelve still remaining unsold and being the property of the said John Beverley Robinson and William Dummer Powell respectively, a right of way in, over and upon the said avenue with permission to erect four gates at equal distances on their own land adjoining the said avenue and to pass and repass through the said gates to, from and into the said avenue and to such part or parts of it as shall be generally used by the said Chancellor, President and Scholars of King's College for horses, carts and carriages or for foot passengers.

NOW THEREFORE, THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of five shillings by the said John Beverley Robinson to the said Chancellor, President, and Scholars of King's College, aforesaid in hand, paid at or before the sealing and delivery of these presents, (the receipt whereof is hereby acknowledged), they the said Chancellor, President, and Scholars of King's College aforesaid have granted, bargained, and sold, and by these presents do grant, bargain, and sell unto the said John Beverley Robinson, his heirs and assigns forever, being owners and occupiers of the southerly part of Park Lot No. 12, now remaining and being in the seisin of the said John Beverley Robinson, a right of way and passage for himself and themselves, his and their

farmers and tenants occupiers of the same premises for the time being, and their servants, workmen, and visitors, on horseback or on foot, with carts, carriages, waggons, and sleighs, or other vehicles, in, over, along, by, through, and upon that part of the said Avenue ordinarily used and appropriated for horses, carts, carriages, waggons, sleighs, and other vehicles, and with such foot-way, or ways on either side thereof, as the said Chancellor, President, and Scholars of King's College shall or may hereafter lay out and use for that purpose, with full liberty of ingress, egress, and regress over the same, to be used as a way from Lot street, in the Town of York, to the southerly boundary of the College grounds, being composed of the rear halves of Park Lots Nos. 11, 12, and 13, to have and to hold the said right of way, together with all and singular the right, powers, and privileges of ingress, egress, and regress in the same manner as the same is now or may at any time hereafter be used and enjoyed by the Chancellor, President, and Scholars of King's College, or by others resorting to the said College, with free liberty to erect four gates at equal distances on the said south half of lot No. 12, and of freely using the same without the let, suit, hindrance or disturbance of the said Chancellor, President, and Scholars of King's College aforesaid or their successors, unto the said John Beverley Robinson, his heirs and assigns, being the owners and occupiers of the said lands and premises adjoining the said way towards the east to the use of the said John Beverley Robinson, his heirs and assigns forever, in the most full and ample manner, and that all and every the rights and privileges above mentioned shall continue to and be enjoyed by the said John Beverley Robinson, his heirs and assigns, notwithstanding the Chancellor, President, and Scholars of the said College shall or may at any time hereafter discontinue the use of the said Avenue or road.

PROVIDED ALWAYS, nevertheless, and these presents are upon the express condition that the said John Beverley Robinson, and all and every person or persons using the said way by virtue of this grant, shall not leave open any gates or wickets now set or erected, or hereafter to be set up or erected upon or across the said way by the said Chancellor, President, and Scholars of King's College, but shall at all times shut and fasten the same as they shall be directed by the Bursar of the said College, he providing proper locks and keys for that purpose, which locks and keys the said Bursar may from time to time alter and change, giving to the said John Beverley Robinson, or other owners or occupiers of the said lands and premises for the time being, a fresh key or keys upon all such changes.

In witness whereof the said Chancellor, President, and Scholars of King's College at York, in the Province of Upper Canada, have caused their common seal to be hereunto affixed the day and year first above written.

(Signed) GEORGE H. MARKLAND,
Registrar, K.C.

(Signed.) JOHN B. ROBINSON.

Signed, sealed and delivered, (the words "11 and the easterly one chain in width of the south half of Park Lot No.") being first written between the 4th and 5th lines, and (the words "at York" being first written over the first line) in the presence of

(Signed) GEORGE P. RIDOUT.

(Signed) JOHN STEWART.

VIII.

March 4th, 1847. Charter of King's College amended by Statute 7 William IV., chap. 16.

IX.

May 30th, 1849. Charter further amended by 12 Vic., chap. 83.

X.

August 10th, 1850. Charter further amended by 13-14 Vic., chap. 49.

XI.

April 22nd, 1853. Charter again amended by 16 Vic., chap. 89.

Sec. 46. All property of former Corporation vested in the Crown and to be managed by a Bursar appointed under the Great Seal of the Province.

XII.

August 16th, 1858. By Statute 22 Vic., chap. 110, the Bursar is authorized to lease to City of Toronto, for the purposes of a Public Park for 999 years, at a nominal rent, so much of the land vested in Her Majesty as may by By-law of Senate be set apart for such purposes, not exceeding 50 acres.

(2). So long as said lease remains in force, said land shall form part of the City of Toronto.

XIII.

No date given. By Statute of the University Senate, No. 37, reciting the above Statute, it is enacted that—

(1) "There shall be set apart for the purposes of a Park, as well for the Professors, &c., of the University of Toronto and University College, *as of the public generally*, the lands enclosed with a red line on Plan hereunto annexed, containing 49 acres, more or less.

(4) "Those persons to whom the University shall lease or sell building lots fronting on the Public Park, or on the Avenues, shall have free access through the Park and Avenues at all times.

(9) "Lease to contain proper covenants, conditions and provisos, and to be void in case City neglects to perform the same."

XIV.

January 1st, 1859. Lease. David Buchan, (Bursar) to City of Toronto.

THIS INDENTURE, made the first day of January, in the year of our Lord one thousand eight hundred and fifty nine, *Between* DAVID BUCHAN, of the City of Toronto, Esquire, Bursar of the University and Colleges of Toronto, of the first part, and the CORPORATION of the City of Toronto, of the second part.

ATTORNEY GENERAL v. TORONTO.

WHEREAS, by a certain Statute of this Province, passed in the twenty-second year of Her Majesty's reign, and assented to on the sixteenth day of August last past, chaptered number one hundred and ten, and entitled "An Act to authorize the Senate of the University to appropriate certain lands for the purposes of a Park, and to include the same within the limits of the City of Toronto, and to extend the Police regulations of the said City to the University Lands adjacent thereto," and thereby after reciting that the Chancellor, Vice-Chancellor and members of the Senate of the University of Toronto, deemed it expedient, with a view to the interests of the said University to set apart a certain portion of the lands now vested in Her Majesty, on behalf of the said University for the purposes of a Park. And that the Corporation of the City of Toronto have offered to put in order the said Park, take charge thereof, and keep the same in order, in consideration that the same may be appropriated as a Public Park, to which the public generally shall have free access. And that it was for the interest of the said University that such offer should be accepted, and that such appropriation should be sanctioned by Legislative enactment, and that it was expedient that such Park should form part of the City of Toronto; and that the other lands vested in Her Majesty, as aforesaid, adjacent to the City of Toronto, should be subject to the Police regulations of the said City, it was enacted as follows: "FIRST, the Bursar of the University of Toronto may demise, at a nominal rent for a period of nine hundred and ninety-nine years, to the Corporation of the City of Toronto, for the purposes of a Park, as well as for the use of the Professors, Students, and other members of the University as of the public generally, and for no other purpose whatsoever, so much of the land vested in Her Majesty as aforesaid, situate within or adjacent to the limits of the said City, as the said Chancellor, Vice-Chancellor and members of the Senate of the said University, may by By-law, approved of by the Governor in Council, set apart for such purposes, not exceeding in the whole fifty acres in trust for the said purposes, and upon such terms and conditions as may have been heretofore, or may hereafter be agreed upon between them" "SECOND, So long as the said lease shall remain in force, the land so demised shall be deemed to be, and shall be, taken as form a part of the said City of Toronto, and the residue of lands so vested in Her Majesty as aforesaid, adjacent to the said Park, shall be subject to all the Police regulations of the said City of Toronto, and to all By-laws of the said City in that behalf."

AND WHEREAS, in pursuance of the said Statute, and for the purpose of carrying the same into effect, the Chancellor, Vice-Chancellor and members of the Senate of said University, did, upon the twenty-seventh day of September last past, duly pass a By-law numbered thirty-seven, in the words and figures following: "By the Senate of the University of Toronto. Whereas, by Act of the Parliament of Canada, passed in the twenty-second year of Her Majesty's reign, entitled an Act to authorize the Senate of the University of Toronto to appropriate certain lands for the purposes of a Park, and to include the same within the limits of the City of Toronto, and to extend the Police regulations of the said City to the University Lands adjacent thereto."

AND WHEREAS, the Chancellor, Vice-Chancellor and members of the Senate of the University of Toronto deem it expedient, with a view to the interests of the said University, to set apart a certain portion of the land now vested in Her Majesty on behalf of the said University, for the purposes of a Park.

AND WHEREAS, the Mayor, Aldermen and Commonalty of the City of Toronto, have offered to put in order the said Park, take charge thereof, and keep the same in order, in consideration that the same may be appropriated as a Public Park, to which the public generally shall have free access.

AND WHEREAS, it is for the interest of the said University, that such offer should be accepted, and that such appropriation should be sanctioned by Legislative enactment.

AND WHEREAS, it is expedient that such Park should form part of the said City of Toronto, and that the other lands vested in Her Majesty as aforesaid, adjacent to the City of Toronto, should be subject, to the Police regulations of the said City of Toronto.

IT IS ENACTED that the Bursar of the University of Toronto, may demise at a nominal rent, for a period of nine hundred and ninety-nine years, to the Mayor, Aldermen and Commonalty of the City of Toronto for the purpose of a Park, as well for the use of the Professors, Students and other members of the University, as of the public generally, and for no other purpose whatsoever, so much of the land vested in her Majesty, as aforesaid situate within, or adjacent to the limits of the said City, as the said Chancellor, Vice-Chancellor and members of the Senate of the said University, may by By-law, approved of by the Governor-in-Council, set apart for such purpose, not exceeding in the whole fifty acres, in trust, for the said purpose, and upon such terms and conditions as may have been heretofore, or may hereafter be agreed upon between them.

AND WHEREAS, after various conferences with the Council of the said city of Toronto, the conditions upon which the demise aforesaid shall be made have been agreed upon as hereafter specified.

FIRST, BE IT THEREFORE ENACTED, that there shall be set apart for the purposes of a Park, as well as for the use of the Professors, Students, and other members of the University of Toronto and of the University College, and of the public generally, and for no other purpose whatever, that part of the land aforesaid, laid out upon or described in the plan hereunto annexed, that is to say, those portions enclosed in a red line on said plan, including the Queen Street Avenue and the Yonge Street Avenue, with its extension to College Street, the whole containing Forty-nine Acres, more or less, but subject nevertheless to the restrictions and conditions following:

FIRST. There shall be reserved in and by the lease thereof, the Stone Building, with the ground immediately around it, as laid down on the said plan, and marked "reserved," such building to be used by the Senate only for literary, scientific or academical purposes, but may be used for such other purposes as may be sanctioned by the City Council, upon application of the Senate; and if the Senate resolve at any time to sell the building, the City Council shall have the right of pre-emption, upon condition that the same shall be used for the above purposes only, or may be used for such other purposes as may be sanctioned by the Senate upon application by the City Council; and in case the said building should be for any reason removed, or pulled down, or be sold to the City of Toronto, then the land so reserved shall be demised to the City as part of the Park, and subject to the same restrictions.

SECOND. Should the Senate hereafter decide upon forming a Botanic Garden within the ground so to be demised for a Park, then there shall be also reserved the right to occupy that portion of the land designated upon the plan, "Botanic Garden" for that purpose, such garden to be made and maintained at the expense of the University, and to be open to the public, under such restrictions and conditions as the Senate may impose.

THIR^D. No building or buildings shall be erected or placed within the Public Park or Avenues.

FOURTH. Those persons to whom the University shall lease or sell building lots fronting on the Public Park, or on the Avenues, shall have free access through the Park and Avenues at all times.

FIVETH. Free access to the Park shall be provided by the University at all times through the two gates on the east and the gate on the north, as shewn upon the plan, or in such other way as the Senate and City may agree upon.

SIXTH. The roads and ornamental grounds within the Public Park, the lodges connected with the Park, and the approaches thereto, the approaches or avenues, with the gates and fences belonging thereto, shall be put in repair and kept in all necessary repairs by the City Council. It shall also be the duty of the City Council to provide for and carry into effect that proper care shall be taken of the same, and that the avenues shall be sufficiently lighted with gas, and watched by the City Police. This shall not, however, include the Botanic Garden, should the Senate establish one.

SEVENTH. The City Council shall construct a suitable fence around the Public Park herein mentioned, or such part of it as they may be required so to do by the Senate.

EIGHTH. All the roads, lodges, fences, &c., which the City Council is hereby required to construct and put in repair, shall be so constructed and repaired within one year from the date of the lease hereby authorized to be executed.

NINETH. The lease of the said grounds authorized by this statute shall contain full and proper covenants, both on the part of the City Council and the University of Toronto, for the due performance of the stipulations herein mentioned, and shall also contain proper conditions and provisos that the same shall become void in case of neglect or refusal on the part of the City Council to perform the stipulations on their part, and in such case the Bursar may re-enter the lands demised.

AND WHEREAS, the said By-law was afterwards duly approved of by the Governor-in-Council, subject, however, to the right of the Government to use the stone building reserved, as mentioned, for the temporary accommodation of Lunatics.

AND WHEREAS, the terms and conditions in the said By-law mentioned, and other conditions, have been mutually agreed upon between the said authorities of the said University and the Corporation of the City of Toronto, and the same are embodied in the different covenants, provisos, and conditions contained in this Indenture.

NOW THIS INDENTURE WITNESSETH, that in pursuance and performance of the said Statute and By-law so approved of as aforesaid, and in consideration of the rent and covenants hereinafter contained on the part of the said Corporation of the City of Toronto, to be paid, observed, kept, and performed, he, the said David Buchan, as such Bursar as aforesaid, pursuant to, and by force, and virtue of, and in exercise and execution of the power and authority to him for this purpose given as aforesaid, hath demised and leased, and by these presents doth demise and lease unto the said Corporation of the City of Toronto, ALL and SINGULAR, those pieces or parcels of land situate, lying and being within the limits of the City of Toronto, and particularly known and described as follows, that is to say:

First, commencing at a point on the south side of Wellesley Street, in the said City of Toronto, four chains westerly from the eastern limit of the College grounds; thence southerly parallel to the said eastern limit of the College grounds, a distance of about nine chains and sixty links, to a point ten chains and fifty links from the south side of the avenue leading from Yonge Street; thence southerly and westerly on a curve, to which the last line is a tangent, one hundred and thirty degrees of a circle having a radius of six chains; thence north-westerly and northerly, curving in the same direction, twenty-two degrees of a circle, having a radius of four chains, and springing from the same tangent as that in which the last curve terminated; thence northerly on a reverse curve fifty-four degrees of a circle having a radius of five chains, and springing from the same tangent as that in which the last curve terminated; thence north-westerly on a tangent to the last line four chains and fifty links; thence north-easterly two chains and thirty-six links, more or less, to a point six chains and ninety-two links from the south-east corner of the new University building, which point is on a line drawn through the said south-east corner parallel to the south front of the said building; thence northerly from the said point on a curve of one chain radius which springs from a tangent running in a north-easterly direction, and forms an angle of one hundred and thirty degrees with the aforesaid line drawn from the south-east corner aforesaid to the point aforesaid, containing on the said curve of one chain radius thirty-three degrees of a circle; thence on a tangent to the last curve two chains and thirty links; thence curving westerly thirty-eight degrees of a circle of two chains radius; thence on a reverse curve fifty-seven degrees of a circle of two chains radius; thence on a reverse curve eighty-eight degrees of a circle of two chains radius; thence on a reverse curve one hundred and forty degrees of a circle of two chains radius; thence on a reverse curve forty-six degrees of a circle of two chains radius; thence on a reverse curve of about fifty-eight degrees of a circle of about six chains radius to a tangent drawn parallel to the northern limit of the University grounds, and fourteen chains and fifty links distant therefrom; thence easterly along the tangent last referred to to a point five chains westerly from the eastern limit of the University grounds; thence southerly parallel to the said eastern limit of the University grounds about fourteen chains and forty-four links to a point one chain northerly from the northern limit of Wellesley Street produced; thence curving southerly and easterly ninety degrees of a circle of one chain radius to a point four chains from the eastern limit of the University grounds; thence across Wellesley Street one chain to the place of beginning, save and except, and reserving thereout, the Stone Building, and the ground immediately around the same, in the said By-law mentioned, and also laid down upon said plan as block "B," reserved, and described as follows:

Commencing at a point on the south side of Wellesley Street, produced five chains westerly from the eastern limit of the University grounds. Thence southerly parallel to the said eastern limit seven chains. Thence westerly parallel to Wellesley Street, two hundred and seventy links. Thence northerly parallel to the aforesaid eastern limit, seven chains. Thence easterly in a line, the production of the south side of Wellesley Street, two hundred and seventy links to the place of beginning containing about one acre and eighty nine-hundredths of an acre. The said portion hereby demised is that parcel or tract of land planted with ornamental trees and roadway in the centre, and known as the College Avenue, measuring about five thousand five hundred links long and two chains wide, and extending from Queen Street northerly to the southern curved boundary of the Park herein described, containing by admeasurement eleven acres more or less; also, the cross Avenue from Yonge Street, planted with ornamental trees and a roadway measuring about five thousand links long, by one chain wide, and extending from Yonge Street westerly along the southern limit of the said Park and the University grounds to College Street, containing about five acres, be the same more or less, and which said pieces and parcels of land are also set forth and delineated upon a certain plan intended to be annexed to the said by-laws, a copy whereof subscribed by the said Bursar is hereunto annexed was designated by a red line, and in the plan hereunto annexed is marked by a blue line. Together with all and singular the rights, privileges, easements, advantages and appurtenances to the said parcel of land belonging, or in anywise appertaining to, now lawfully used, holden, occupied or enjoyed.

TO HAVE AND TO HOLD the said parcels of land and all and singular the premises hereby demised, or intended so to be, and every part thereof, with their and every of their appurtenances, unto the said Corporation of the City of Toronto, in so far as the same may or can by the authority mentioned aforesaid, and by and under the titles under which the same have become vested in the Crown for the uses of the University, be conveyed and transferred for and during the term of nine hundred and ninety-nine years, to be computed from the day of the date of these presents, and from thence henceforth ensuing, and to be fully complete and ended.

YIELDING AND PAYING therefor yearly and every year during the said term, unto the said David Buchan, as such Bursar, and his successors in office, the yearly rent of five shillings lawful money of Canada, if demanded, upon the first day of January in each and every year, free from all rates, taxes and impositions whatsoever, whether parliamentary, municipal, or otherwise, either now or hereafter to be rated, taxed and imposed upon the said parcel of land and premises hereby demised, or intended so to be, or any part thereof, or upon the landlord or tenant thereof, for the time being, and subject to the terms, restrictions and conditions in the said By-law, and in this Indenture, set forth.

AND the said Corporation of the City of Toronto do hereby covenant, promise and agree to and with the said David Buchan, as such Bursar, and his successors in office in manner following, that is to say:

(1) THAT they, the said Corporation of the City of Toronto, shall, and will, from time to time, and at all times during the continuance of the said term, pay, or cause to be paid to the said David Buchan, as such Bursar, as aforesaid,

and his successors in office the said yearly rent of five shillings, if demanded, free and clear from all taxes, charges, impositions and deductions, whatsoever; and, also, shall, and will, well, and truly pay and satisfy all taxes, charges, assessments, dues and duties whatsoever, Municipal, Parliamentary, or otherwise, which now are, or which hereafter shall during the said term be payable, in respect of the said parcels of land, and premises hereby demised and intended so to be, whether the same be rated or assessed on the landlord or tenant thereof.

AND ALSO, that in case the Senate should hereafter decide upon forming a botanic garden within the grounds so demised as aforesaid, the Corporation of the City of Toronto shall suffer and permit the Senate to have, hold, use, occupy, possess and enjoy that portion of the land designated upon the annexed plan "Botanic Gardens," for that purpose; such garden to be made and maintained at the expense of the University, and to be open to the public, under such restrictions and conditions as the Senate may impose. *And also*, that the said Corporation of the City of Toronto shall not cause to be erected any building or buildings within the public Park or Avenues. *And also*, that the Corporation of the City of Toronto shall and will, at all times hereafter, suffer and permit all the Professors, Students, and other members of the University, and all and every person or persons and their heirs and assigns, to whom the Senate of the University shall lease or sell Building Lots fronting on the public Park, or in the Avenues, to have free access through the Park and Avenues. *And also*, that the Corporation of the City of Toronto shall put in repair, and at all times hereafter maintain, uphold and keep in a proper state of repair the Lodges connected with the Avenues and Park, now erected or which may require to be erected, together with the gates and fences belonging to the said Avenues and Park, either erected or to be hereafter erected, and shall also uphold and keep in a thorough state of repair, not only the Avenues now laid out, but also the approach by Wellesley Street to the said Park; and shall also preserve and keep in good order, the trees now planted in said Avenues and grounds, or which may hereafter be planted therein or within the said Park, and shall also provide that proper care shall be taken of the said grounds, trees, buildings, and fences, and that the Avenues shall be sufficiently lighted with gas, and watched by the City Police. *And also*, that the Corporation of the City of Toronto shall construct a suitable fence around said Park, or such part thereof as the Senate from time to time shall require; and the said Corporation shall also, within one year from the date hereof, construct all roads and approaches, as laid down in the plan hereto annexed, to the said Park, and repair the lodges, fences, gates, and roads requiring repair, in anywise connected with or belonging to the premises hereby demised; and shall also, at all times, permit and suffer a road or right of way across the said Park, from the line of Wellesley Street, if produced across the Park to the Road to the New University Buildings on the West, to all the Professors, Students, and other Members of the University. *And also*, that the Corporation of the City of Toronto shall and will, at all times during the continuance of this demise, well and faithfully observe, perform, fulfil, and keep all the stipulations and agreements contained in the said by-law which are by them to be observed, performed, fulfilled and kept, and also of all the covenants, provisoes, and conditions hereinbefore and also hereinafter contained. *And* the said David Buchan, as such Bursar as aforesaid, for himself and his successors in office, doth hereby covenant, grant, and agree to and with the said Corporation of the City of Toronto that, if at any time the Senate shall resolve

to sell the said Stone Building, and the said Corporation should avail itself of the privilege of pre-emption hereinbefore provided for in the recited by-law, so that the said building and Block B, reserved as aforesaid, may become part and parcel of the said Park, or in case the said Corporation should not avail itself of the said privilege of pre-emption, but the said building should be sold and disposed of in a way that the same may thereby be pulled down or be removed, then that said Bursar do and shall execute to the said Corporation of the City of Toronto a lease, to be prepared by the said Corporation or on their behalf, and tendered for execution of the said reserved Block B, such lease to be for a nominal rent, for a term to end at the same time with this present Lease, and to contain all the conditions, reservations, covenants, and stipulations, and all other matters and things herein contained respecting the other portion of the Park.

PROVIDED ALWAYS, and it is understood to be the true intent and meaning of the said Corporation of the City of Toronto, and of the Senate of the said University, that after the temporary use of the said Stone Building as aforesaid mentioned, and when the same shall revert to the said Senate, if the said Senate shall not resolve to sell the same, the said Senate shall only use the same for literary, scientific or academical purposes; but the same may be used for such other purposes as may be sanctioned by the City Council, upon application to be made for the purpose by the said Senate. And in case at any time the said City shall become the purchasers of the said Building, under the provisions hereinbefore contained, then, in that case, the said Lease to be granted to the said City, shall contain covenants on the part of the said City, that the said Building shall be used only for Literary, Scientific or Academical purposes, or such other purposes as the Senate may sanction, upon application of the said City.

PROVIDED FURTHER, and this Indenture is made upon the agreement, that if any misunderstanding shall exist between the said Senate and the said City, with respect to the question what shall be considered proper and sufficient repairs to the Lodges mentioned, and the approaches to the Park or Avenues, with the gates and fences belonging thereto; also, as to what may be considered as proper care, to be taken of the Park and Avenues, the roads, the trees, and ornamental grounds, or as to what may be considered to be suitable fences, when such may be required from time to time, or as to what may be considered as being sufficiently lighted with gas in the Park and Avenues, from time to time, during the existence of this lease. In case the Senate and the said Corporation of the City cannot agree about the same, then that all and every of the said matters shall be determined, from time to time, as any case may arise, by arbitration, the Chancellor, or in his absence, the Vice-Chancellor, to choose one fit and proper person, the Mayor of the City to choose another person, whose award by certificate, signed by them, as to any matter so referred, shall be final and binding on all parties, and in case the said parties so chosen cannot agree, then they shall choose an umpire who shall decide the matter, and his certificate shall be binding on all parties.

PROVIDED FURTHER, that if either the said Chancellor or Vice-Chancellor on the part of the University, or the Mayor of the City shall neglect or refuse, for the space of one month after demand made, to appoint an arbitrator, then the party making the request shall nominate a second arbitrator, and those two arbitrators shall have the same powers as if chosen respectively by both parties, and their award, or the award of any umpire chosen by them, shall be as fully binding as if the same had been made under a choice of arbitrators exercised by both parties.

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PROVIDED FURTHER, that in the event of the Senate making the Botanic Garden mentioned, they shall be at liberty to erect such buildings as may be deemed requisite and necessary for such purpose, on that part of the ground so taken for that purpose, and if any dispute or disagreement shall arise respecting what are requisite and necessary buildings for such purpose, the same shall be determined by arbitration in the same manner as hereinbefore provided. Also, that the said Corporation of the said City, shall have the free use of two gates on the east side of the College grounds, beside the Yonge Street Avenue gate as access to the Park, that is one gate additional to Wellesley Street, as may be hereafter agreed upon. Also, the northern gate and entrance to the Park, either on the place it now exists, or as the Senate may find it necessary or convenient hereafter to shift the same.

PROVIDED ALWAYS, NEVERTHELESS, AND THESE PRESENTS ARE UPON THE EXPRESS CONDITION, that if the said yearly rent, or sum of five shillings hereby reserved, or any part thereof, shall, after demand made by the Bursar aforesaid, or his successor, remain unpaid, or, if the Corporation of the City of Toronto, shall not well and truly observe, perform, fulfil and keep all and every the covenants, articles, clauses, conditions, provisos and agreements in these presents, expressed and contained on their part and behalf, to be observed, performed, fulfilled and kept, according to the true intent and meaning thereof, then and from thenceforth, in either of the said cases, it shall and may be lawful to and for the said David Buchan, as such Bursar, or his successor, into and upon the said demised premises, or any part thereof, in the name of the whole, wholly to re-enter and the same to have again, retain, re-possess and enjoy, and the said, the Corporation of the City of Toronto, and all occupiers of the said premises thereout, and from thence utterly to expel, put out, and remove, and that from and after such re-entry made, this present lease, and every clause, article and thing herein contained on the lessees' part and behalf from thenceforth, to be done, performed, and kept, shall cease, determine, and be utterly void to all intents and purposes whatsoever, anything hereinbefore contained, to the contrary thereof, in any wise notwithstanding.

IN WITNESS whereof, the said David Buchan, as Bursar of the University, aforesaid, has herenunto set his hand and seal of office, and the said Corporation of the City of Toronto the Corporate seal of the said City, signed by David B. Reed, Esq., as Mayor of the said City.

DAVID BUCHAN,
Bursar,
(L. S.)

D. B. READ,
Mayor.

Signed, sealed and delivered
in the presence of
GEORGE BOOMER.



A. T. McCORD,
Chamberlain.

XV.

May 2nd, 1877. Agreement. David Buchan (Bursar) and the City of Toronto. Provides for variation of the road on west side of Park, and east side of proposed Botanic Garden.

XVI.

July 19th, 1883. Agreement as to block paving Yonge Street Avenue.

THIS INDENTURE made this nineteenth day of July, in the year of our Lord one thousand eight hundred and eighty-three.

BETWEEN Her Majesty the Queen, represented for the purposes of this Agreement by John Edward Berkeley Smith, the Bursar of the University and Colleges at Toronto, in his official character as such, of the First Part; and The Corporation of the City of Toronto, of the Second Part.

WHEREAS by an Indenture of Lease, dated the First day of January, A.D., 1859, and expressed to be made between David Buchan, of the City of Toronto, Esquire, Bursar of the University and Colleges at Toronto, of the First Part, and The Corporation of the City of Toronto, of the Second Part, certain lands situate in the said City of Toronto, therein particularly described and now popularly known as the "Queen's Park" with the Avenues forming the main approaches thereto, were, in pursuance of the powers and Authorities therein fully recited, demised to the said City of Toronto for the term of nine hundred and ninety-nine years, at the yearly rent of Five Shillings of lawful money of Canada, on the First day of January, in each and every year, and subject to covenants by the Lessee and conditions therein contained.

AND WHEREAS the lands so demised, including the Yonge Street Avenue with its extension to College Street, as hereinafter particularly described, were so demised for the purposes of a Park, as well for, the use of the Professors, Students and other Members of the University of Toronto and of University College, as of the Public generally, and for no other purpose whatever.

AND WHEREAS by reason of the growth and extension of the City of Toronto, the Corporation of the said City are desirous of utilizing the said Yonge Street Avenue, so as to make it available for Street Railway purposes, notwithstanding the provisions of the said Lease limiting its use as aforesaid.

AND WHEREAS the Senate of the University of Toronto have agreed with the said City upon the conditions subject to which the said Senate would recommend that consent be given to the use by the said City of the said Yonge Street Avenue for purposes hereinafter particularly set forth, other than and in addition to the uses permitted in and by the said recited Indenture of Lease.

AND WHEREAS Her Majesty, the Queen, has through the Lieutenant-Governor in Council for the Province of Ontario, assented to the terms and conditions so approved as aforesaid by the Senate of the University of Toronto, and has by order in Council of such Lieutenant-Governor directed the execution of this Agreement by the said John Edward Berkeley Smith, the Bursar of the said University and Colleges.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises Her Majesty, the Queen, represented as aforesaid, for the purposes of this Agreement, doth, subject to the performance of the conditions hereinafter set forth, hereby grant unto the Corporation of the City of Toronto, the license or privilege of laying a Street Railway along that portion of the lands in and by the hereinafter recited Indenture of Lease demised to the City of Toronto, known and described in the said Lease as the Cross Avenue from Yonge Street, planted with ornamental trees and a roadway measuring about five thousand links in length by one chain in width, and extending from Yonge Street westerly along the southerly limit of the Park and University grounds to College Street, containing about five acres be the same more or less, such conditions being as follows, that is to say:—

1. The said Yonge Street Avenue is to be block-paved with cedar blocks. .
2. The width of the Avenue, viz., sixty-six feet, to be sub-divided as follows:—

Planked foot-way on north and south sides to be each 8 feet wide	16 feet.
Spaces from foot-way to Curb on north and south sides, each 8 feet	6 "
From curb to rail of Street Railway, on north and south sides to be block-paved, each side 15 feet	30 "
Space reserved for Railway.....	14 "
	66 feet.

3. Trees now growing on the spaces between the footways so to be made as above and the curbs are to remain; other trees are to be planted at intervals of fifteen feet from each other—that space in which trees are to remain or be planted is not to be turfed, but to be clean rak. l.
4. Before the block pavement is laid, sewer, gas, and water mains are to be put in, with connections extending to the curbs, on the north and south sides, at each occupied lot, and at all unoccupied lots belonging to the University or to the Crown for the University, throughout the whole length of the Avenue.
5. The block paving is to be laid close and flush to the rails and between them, and to be so constantly maintained; the Railway is to conform to the provisions of the Statute, 24 Vic. cap. 83, and the rails used in the construction of the Railway and in renewals and repairs are always to be such as are approved by the Senate.
6. The Corporation of the City of Toronto is to indemnify and save harmless the University and the Crown from and against any action, suit, claim, or demand which may be brought or made against them, or either of them, in respect of any of the matters and things authorized by this agreement by any tenant of the University under any covenant contained in any lease heretofore granted by the Crown or the University.
7. The City is to keep, or cause to be kept, the sewer, gas and water services, roadway, railway tracks and footways, in good order and repair, and to protect and take good care of trees, and to replace such as may die or be injured, provided

always that nothing herein contained shall prevent the adoption of any other kind of roadway instead of cedar block pavement, with the consent of the Senate, when the cedar block roadway—provided for by this agreement—shall have been worn out or unfit for use.

8. The works from College Street to McCaul Street, including footpaths, curbing and block paving, are to be completed by the thirty-first December, 1883, and the whole of the remainder thereof, including planting, from McCaul to Yonge Street, to be completed by the thirty-first day of December, 1884.

9. If any of the conditions of this agreement be not fulfilled to the satisfaction of the Senate, or if any difference or dispute shall arise either as to the state of the works and improvements by this agreement undertaken to be made by the said Corporation as such works are constructed, or with respect to the repairs thereof, or with respect to the care of the Avenue and trees, or with respect to any matter or thing in connection with this agreement, then the Senate shall have the right from time to time to refer any such difference or dispute to the Department of Public Works for Ontario, and the said Department shall have full power and authority forthwith to determine the same, and the said Corporation shall immediately carry out in all respects the directions of the said Department of Public Works as to such matters, and charge the said Corporation with the costs of so doing, which costs the said Corporation hereby undertakes to pay, and the same may be recovered in any court of competent jurisdiction.

10. The license or privilege hereby granted to the City is for the purpose only of authorizing the laying of the Street Railway upon Yonge Street Avenue, and of giving free access to that Avenue from the streets now opening into it, and neither is this concession, nor is anything in these conditions to be construed as having, or as being intended to have, greater effect, or as altering or waiving any term of the existing lease further than necessary for those purposes.

AND the said Corporation of the City of Toronto hereby covenants, promises, and agrees to and with Her Majesty and with the said John Edward Berkeley Smith as Bursar of the University and Colleges, and his successors in office in manner following:—

THAT they, the said Corporation of the City of Toronto, shall and will from time to time, and at all times hereinafter well and faithfully observe, perform, fulfil and keep all the conditions and provisions and stipulations hereinbefore contained (and numbered one to ten inclusive) which are by them to be observed, performed, fulfilled and kept, and also all covenants, provisions and conditions in the said recited lease of the first day of January, A.D. 1859, from the Bursar of the University and Colleges to the said city.

PROVIDED ALWAYS, and these presents are upon the express condition that if the said recited lease of the first January, A.D. 1859, should at any time become forfeited by the said City under the provisions therein contained, and the Crown or the University or such officer as shall properly represent them or either of them shall re-enter upon the lands so demised, then this agreement shall thenceforth cease, determine and be utterly void to all intents and purposes whatsoever.

IN WITNESS WHEREOF the said John Edward Berkeley Smith as Bursar aforesaid has hereunto set his hand and affixed the seal of his office, and, the said City of

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Toronto has affixed the Corporation Seal of the said Corporation and the hand of the Mayor thereof the day and year first above written.

Signed, sealed and delivered in presence of

G. A. STIMSON. (Signed) J. E. BERKELEY SMITH,
Bursar. [Seal.]

(Signed) A. R. BOSWELL,
Mayor. [Seal.]

SAM. B. HARMAN,
Treasurer and Keeper of the City Seal.

XVII.

There is also a draft Agreement in the possession of the City Clerk relative to the opening of the "Queen's Park Drive," but it has never been settled or executed, and a suit is now pending by the University against the City to restrain further operations in regard to this Drive.

For the information of the Committee I beg also to submit the following copies of minutes and correspondence.

XVIII.

JUNE 4th, 1883.

Sir:—We are instructed by the University authorities to call attention to the use made of the Queen's Park for lacrosse and ball playing, and to suggest the necessity for the City taking steps to prevent this. Under the lease to the City, the Park is expressly declared to be for the purposes of a Park and for no other purpose whatever. The lacrosse and ball playing is carried on to such an extent that it is often quite impossible to walk or sit with any comfort in the upper portion of the Park, while the playing has not unfrequently been accompanied with much noise and offensive and profane language.

We are also instructed to take immediate proceedings against the City to compel fulfilment of the provisions of the lease from the University requiring the City to maintain and keep up the fences on the Avenues. The Bursar has repeatedly called attention to this matter, especially of late, in connection with the removal of the fence from the old Cricket Ground, and the opening of a gate from the Yonge Street Avenue furnishing access to the side entrance to a saloon or tavern. The obligation of the City seems clear beyond question, yet not the slightest attention has been paid to the frequent remonstrances on this subject. The University, feeling the uselessness of further correspondence, has placed the matter in our hands and we have to notify you that proceedings will at once be taken.

Yours truly,

MACDONALD, DAVIDSON & PATERSON.

*The City Clerk of the City of Toronto,
City Hall.*

(The foregoing letter was laid before the Property Committee, on June 20th, 1883, but no action seems to have been taken thereon.)

XIX.

*Re FENCES ON YONGE STREET AVENUE.**J. E. Berkeley Smith, Esq., Simcoe Street, City :*

JULY 12th, 1883.

DEAR SIR,—I have had an interview with Mr. McWilliams this morning, and he asks me to advise you that he proposes—as to the matter of fencing the Yonge Street Avenue where fences have been removed—to notify the parties to fence their property, or he will proceed under City By-law against them in the Police Court. He says this will be done at once, and promised on returning to his office to advise me to that effect.

Yours truly,

W. MACDONALD.

XX.

W. G. McWilliams, Esq., City Solicitor, Toronto :

4th SEPTEMBER, 1883.

DEAR SIR,—Nothing seems to have been done in regard to the fences on the old cricket ground.

Unless this and the other fences are at once attended to by the City, a suit will be instituted.

Yours truly,

MACDONALD, DAVIDSON & PATERSON.

XXI.

W. G. McWilliams, Esq., City Solicitor, etc.

TORONTO, SEPT. 24th, 1883.

DEAR SIR,—When the matter of the agreement as to College Avenue was on foot you personally assured me that the City would take steps to have fences put up where they have been taken down, or where unauthorized openings have been made. Nothing whatever has been done, and notwithstanding the assurance given me, there seems not much prospect of anything being done, unless the extreme course of issuing a writ is taken.

Yours truly,

W. MACDONALD.

XXII.

Re YONGE STREET AVENUE.

TORONTO, SEPT. 25th, 1883.

DEAR SIR,—Enclosed you will find a letter from the Solicitor for the Senate of the University of Toronto. I have written him for a definite statement setting out

the particular portions of the fencing, and the particular openings referred to as being objectionable. When I get his answer I will forward same to you.

Yours truly,

W. G. McWILLIAMS.

The Chairman Property Committee, Toronto.

The two foregoing letters were laid before the Property Committee on Oct 10th, 1883, (see Minute No. 226,) but no action seems to have been taken thereon.

XXIII.

APRIL 24th, 1884.

W. G. McWilliams, Esq., City Solicitor Toronto :

DEAR SIR,—The Bursar of the University has instructed us to call the City's attention to the condition of the fences on the Yonge Street and College Avenues, and particularly now to the fence on the west side of the Avenue (College) and adjoining on Yonge Street. Portions of it are down, exposing to view a very dirty lane and a good deal of filth. Also another to the east of houses on the corner of the Yonge Street Avenue and McCaul Street, which is also an eyesore and exposes to view a quantity of filth.

We are instructed to have this attended to immediately, so you will please advise your proper officer to attend to it.

Yours truly,

MACDONALD, DAVIDSON & PATERSON.

XXIV.

Re UNIVERSITY AVENUE.

TORONTO, April 25th, 1884.

DEAR SIR,—Enclosed herewith you will find a letter from the Solicitors from the University of Toronto, asking that certain fences may be repaired. There is no doubt about the liability of the City either to repair or cause the parties who own the fences to repair same; and I beg to recommend that the same be done without delay.

Yours truly,

W. G. McWILLIAMS.

John Irwin, Esq., Chairman Property Committee.

XXV.

35 AVENUE STREET, TORONTO, 20th March, 1884.

J. E. Berkeley Smith, Esq., Bursar, University :

SIR,—I desire to call attention to the condition of the fence between Avenue Street and the College Avenue. It was broken down in several places during the past year, and people are beginning to cross into it in cabs, waggons, etc. I should be

glad if the University and City authorities would do something to improve the position of affairs. I want the City to close Avenue Street, dispose of the frontages to the present proprietors and have them arrange with the University for a uniform fence along the Avenue.

Yours obediently,

F. OSLER.

XXVI.

TORONTO, 5th May, 1884.

W. G. McWilliams, Esq., City Solicitor, Toronto :

DEAR SIR,—I beg to send you herewith copy of a letter received from Mr. Justice Osler, to which I beg to direct your attention.

J. E. BERKELEY SMITH,
Bursar.

These letters were read in Property Committee on May 7th, 1884, and sent to Park Superintendent, May 10th, 1884.

XXVII.

Re UNIVERSITY AVENUES.

MAY 26th, 1884.

W. G. McWilliams, Esq., City Solicitor, Toronto :

DEAR SIR,—We have not heard from you in reply to ours of the 24th ultimo, in reference to repairing the fence on the Queen Street Avenue, immediately north of Queen Street and on Yonge Street Avenue, east of McCaul Street. We are instructed to take immediate action in the premises unless the City attends to the matter at once. You will be good enough to advise us whether it is the City's intention to have the matter attended to forthwith.

Yours truly,

MACDONALD, DAVIDSON & PATERSON.

XXVIII.

Re UNIVERSITY AVENUE FENCES.

TORONTO, 27th May, 1884.

DEAR SIRS,—I have forwarded yours of the 26th instant to the City Engineer with instructions to have the parties notified to put fences in order without delay.

Yours, etc.,

W. G. McWILLIAMS.

*To Messrs. Macdonald, Davidson & Paterson,
Barristers, Toronto.*

MEMO.

XXIX.

July 12th, 1884.

Mr. Ald. John Irwin, Chairman Committee on Property.

DEAR SIR,—I beg herewith to produce to you two letters, one from the City, and one from the University authorities, regarding certain buildings and fences on College Avenue.

Yours respectfully,

E. COATSWORTH,

Commissioner of Works and Health,

XXX.

Re UNIVERSITY AND YONGE STREET AVENUE.

Toronto, July 3rd, 1884.

DEAR SIR,—A Mr. J. Sanderson is building two semi-detached houses on the south of this Avenue near to Yonge Street. We notified him before he erected his buildings that he could only enjoy the use of the Avenue upon such conditions as the University imposed, and settled an agreement with him. He now refuses to execute it or any agreement. The University desires a fence to be at once erected. You will therefore please give instructions for this to be done at once without delay, and to allow no gates.

Nothing has been done towards fencing the old cricket grounds. We must ask this also to be attended to at once, as there has now been a long delay.

A frame church is being erected on the south line of the Avenue, by, we are instructed, Mr. W. H. Howland. We have notified him that entrance from the Avenue will not be allowed. You will please see that the openings are closed.

Yours truly,

MACDONALD, DAVIDSON & PATERSON.

W. G. McWilliams, Esq., City Solicitor.

XXXI.

Re YONGE STREET AVENUE.

Toronto, 4th July, 1884.

DEAR HOWLAND,—Macdonald, Davidson & Paterson, Solicitors for the University of Toronto have written me demanding that the City shall fence opposite some small frame buildings which they say you are building on the south side of the Yonge Street Avenue. They state that they have notified you that you must have the consent of the University authorities for the opening into the Avenue or you will not be permitted to have one. Please see them and save trouble. They have the right to demand that the City keep up the fences.

Yours truly,

W. G. McWILLIAMS.

*W. H. Howland, Esq., Church Street,
Queen City Buildings.*

XXXII.

Re YONGE STREET AVENUE.

TORONTO, 4th July, 1884.

DEAR SIR,—Enclosed you will find letters from the Solicitors for the University demanding that certain fences be put up. I have written Sunde, son and W. H. Howland. You had better notify them to put up the fences unless they can arrange with the Solicitors for the University. Also notify Heath.

Yours truly,

W. G. McWILLIAMS.

E. Coatsworth, Commissioner.

XXXIII.

TORONTO, September 19th, 1884.

W. G. McWilliams, Esq., City Solicitor, Toronto.

DEAR SIR,—We enclose you herewith a list of places on Yonge Street Avenue requiring fences to be erected. The University were willing to allow the fences in these places to remain down, upon the owners entering into an agreement as to the use they would make of their premises. They have either refused or neglected to do so. We hope there will be no delay in attending to this. If the City Commissioner would see the owners, and give them clearly to understand that the fence has to go up, or they are to enter into the agreement desired by the University.

The gate mentioned as No. 1 on the list must be closed by reason of entering into an hotel

Yours truly,

MACDONALD, DAVIDSON & PATERSON.

List of places on Yonge Street or College Avenue where fences are required to be immediately erected and of openings to be closed.

SOUTH SIDE.

(1) Opening or gate into premises used as an hotel on south-west corner of the Avenue and Yonge Street.

This gate must be closed.

(2) Fence before premises directly east of Dr. Burns' residence said to be the property of the Scottish, Ontario & Manitoba Land Company.

(3) Fence before premises directly west of Dr. Burns' residence, owned by John and Thomas Sanderson.

(4) Fence west of residence on south-west corner of the cross Avenues and up to McCaul Street, and particularly before dwellings corner of McCaul Street, and before several residences recently erected near the Queen Street Avenue, being three or four in number.

Those on the corner of McCaul Street are said to be owned by one Mr. Cline.

(5) Fence before old cricket ground. Attention has been called to this repeatedly.

MEMO.

NORTH SIDE.

- (6) Fence before vacant lot north-west corner of Avenue and Elizabeth Streets.
 (7) Fence before Zion Church.
 (8) Fence before premises directly west of Zion Church. Miss Larkins.

MACDONALD, DAVIDSON & PATERSON.

Solicitors for the University of Toronto.

Dated at Toronto, Sept. 19th, 1884.

XXXIV.

Re YONGE STREET AVENUE.

Toronto, 24th September, 1884.

DEAR SIR,—Enclosed I send you herewith letters and memo. of properties fronting on the Yonge Street Avenue from Messrs. Macdonald, Davidson & Paterson, Solicitors for Toronto University. The owners of these properties should be notified that they must arrange with the University if they want their premises to open on the Avenue. You will remember that Mr. Christopher Robinson has given an opinion as to the rights of the University Senate to control these Avenues, and demand that the terms of the Lease to the City be complied with as regards fencing and other matters.

Yours truly,

W. G. McWILLIAMS.

John Irwin, Esq., Chairman Property Committee.

XXXV.

Re AVENUES—QUEEN AND YONGE.

Toronto, September 25th, 1884.

DEAR SIRS,—In yours of the 21th instant, you state that there are other openings into the Queen and Yonge Street Avenues which will require to be closed. As there is no meeting of the Property Committee before whom the matter will come, until Wednesday of next week, I would suggest that you furnish me with a memo. showing the other openings to which you refer and which you claim should be closed so that I may have the whole matter disposed of at next meeting of the Committee. Your attention will oblige,

Yours truly,

W. G. McWILLIAMS.

Messrs. Macdonald, Davidson & Paterson, Barristers, Toronto.

XXXVI.

Toronto, October 29th, 1884.

The Chairman Property Committee, City Hall.

DEAR SIR,—We desire to notify you that we purpose issuing a writ against the City forthwith to compel observances of the covenants in the Lease from the University, to keep up fences along the line of the Avenue. We have exhausted every means to get this matter arranged, and, as our instructions are peremptory, we have no alternative but to issue a writ, which we shall do forthwith.

Yours truly,

MACDONALD, DAVIDSON & PATERSON.

XXXVII.

Re YONGE STREET COLLEGE AVENUE.

TORONTO, December 10th, 1884.

DEAR SIR,—I am in receipt of yours, threatening suit. I would like you to write stating definitely the several causes of complaint so that I may be able to place the same before the Property Committee at their next meeting, which will be held on Monday the 21st; or, what would be better still, if you can do it, write a letter to the Mayor before Monday next stating the several alleged breaches of the lease and agreement. He will place the matter before the Council, and then there can be no trouble without having the matter considered.

Yours truly,

W. G. McWILLIAMS.

*William Macdonald, Esq.,
Messrs Kerr, Macdonald & Co., Toronto.*

XXXVIII.

TORONTO, January 20th, 1886.

W. G. McWilliams, Esq., City Solicitor, Toronto :

DEAR SIR,—In reply to your last communication as to the Yonge Street and College Avenues, we would say that there is not the slightest use in our communicating with the Committee. The matter has been called to the attention of the City officials time and again, but without avail, and we are instructed to commence proceedings.

Yours truly,

KERR, MACDONALD, DAVIDSON & PATERSON.

XXXIX.

Re YONGE STREET AVENUE.

TORONTO, 25th January, 1886.

DEAR SIR,—Enclosed you will find a letter from the Solicitors of the University of Toronto. They wrote some time ago threatening suit, and I wrote them asking for the particulars of their complaint. Would it not be better to have a Sub-Committee of the Property Committee appointed to consider the matter and meet the Senate or their Solicitors.

Yours truly,

W. G. McWILLIAMS.

John Irwin, Esq., Chairman Property Committee.

XL.

MINUTE No. 14, COMMITTEE ON PROPERTY. Passed January 25th, 1886.

A communication from the City Solicitor suggesting the appointment of a Sub-Committee to wait upon the University authorities with a view of settling various matters of difference between the City and the University, was read.

On motion of Ald. Hastings it was *Ordered*—That a Sub-Committee, consisting of Aldermen Boustead, Defoe, Hastings and the Chairman, be appointed to confer with the Senate of the University of Toronto in reference to the removal of the gates at the north end of the Park, and to report to this Committee the cost of having that portion of the Drive put in repair, and to confer with the Senate on all matters of difference existing between the City and the Senate in connection with the Queen's Park; also to wait upon the Commissioner of Public Works for Ontario in reference to that portion of the Queen's Park that has been set apart for the new Parliament Buildings.

XLI.

Re QUEENS PARK AND AVENUES.

ATTORNEY-GENERAL T. TORONTO.

TORONTO, March 23rd, 1886.

DEAR SIR,—Herewith enclosed you will find the Statement of Claim in the above action. It is substantially an action, as you will see by the claim, to compel the City to carry out the provisions of the Lease, and the agreement made with the Senate for the maintenance of the Avenues *as Avenues*. As I understand the matter, a number of parties have bought property adjoining the Avenues, and are opening their lots on the Avenues, treating them as if they were ordinary public highways, and ignoring the University authorities in the matter. A great many threatening letters have been written by the Solicitor for the University during the past three or four years, but the Council having paid no attention to them, this action has been commenced. I would suggest that a sub-committee of the Property Committee be appointed to meet the Committee of the Senate, and see what arrangement can be effected. There is in the Lease, dated 1st January, 1859, an arbitration clause, providing that any disputes which may arise between the City and the Senate as to what is proper care and maintenance and proper repair, may be settled by two arbitrators, one to be chosen by the Chancellor or Vice-Chancellor, and one by the Mayor. I enclose copy of Lease, and also the agreement of 19th July, 1883, under which Street Railway track is laid down. Perhaps the shortest way out of the difficulty would be to invoke the intervention of the Department of Public Works as provided in the agreement.

Yours truly,

W. G. McWILLIAMS.

The Chairman Property Committee.

XLII.

IN THE HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

BETWEEN

Her Majesty's Attorney-General for the Province of Ontario, on the information of John Edward Berkeley Smith, Bursar of the University and Colleges at Toronto,

Informant.

AND

The Corporation of the City of Toronto,

Defendants.

STATEMENT OF CLAIM.

1. The lands and premises situate in the City of Toronto, hereinafter described and popularly known as the Queen's Park, College Avenue and Yonge Street Avenue, were purchased by the University of King's College in or about the year 1828.
2. The said lands subsequently by virtue of certain Acts of Parliament became and now are vested in the Crown in trust for the University of Toronto.
3. Under and by virtue of a certain Indenture of Lease dated the 1st day of January, A.D. 1859, between David Buchan, the then Bursar of the University and Colleges at Toronto of the first part, and the Corporation of the City of Toronto of the second part, the said Bursar pursuant to and in exercise and execution of the power and authority to him given as recited in the said Lease did demise and lease unto the said Corporation of the City of Toronto, All and Singular those certain pieces or parcels of land situate, lying and being within the limits of the City of Toronto, known as the Queen's Park and the Avenues, or approaches thereto being the Queen street or College Avenue and the Yonge Street Avenue, with its extension to College street, said Park and Avenues being particularly described in the said Lease and containing about fifty acres, to have and to hold the said parcels of land for and during the term therein mentioned.
4. The said Lease was made in pursuance of and subject to the terms and conditions of a certain By-law passed by the Senate of the University of Toronto, which By-law is recited in and forms a part of said Lease.
5. In and by the said By-law it is enacted that the lands to be demised in pursuance of the same, which are the lands hereinbefore mentioned should be demised for the purposes of a Park, and for no other purpose whatsoever, and should be set apart in trust for the said purpose, and the said lands were leased, and the defendants accepted the demise of the same to be used for such purpose, and for no other purpose whatever.
6. The said parties further agreed as recited in the said By-law as a condition upon which the said lands should be leased as aforesaid, that the University should provide access to said Park through certain gates then specified, or in such other way as the Senate of the University and the defendants might agree upon.

7. The said parties further agreed as recited in the said By-law, as a condition that the roads and ornamental grounds within the public Park, the lodges connected with the Park, and the approaches thereto, the approaches or Avenues, with the gates and fences belonging thereto, should be put in repair, and kept in all necessary repair by the defendants.
8. In and by the said Lease, made in pursuance of the said By-law, the defendants covenanted that they would put in repair, and at all times thereafter maintain, uphold, and keep in a proper state of repair, the ledges connected with the Avenues and Park then erected, or which might require thereafter be erected together with the gates and fences belonging to the said Avenues and Park either then erected, or to be erected thereafter; and would also uphold and keep in a thorough state of repair the said fences, and would preserve and keep in good order the trees then planted, or hereafter to be planted, in the said Avenues and Park, and would provide that proper care should be taken of said grounds, trees, buildings, and fences surrounding the said Park and Avenues.
9. The defendants covenanted, in and by the said Indenture Lease, that they would at all times during the continuance of the demise therein made, well and faithfully observe, perform, fulfil, and keep all the stipulations and agreements contained in the said By-law, which are by them to be observed, performed, fulfilled, and kept.
10. It is provided in and by the said By-law and also in and by the said lease that in the event of the said Corporation of the City of Toronto not observing, performing or fulfilling the stipulations, covenants and other agreements in the said By-law and lease contained that it should be lawful for the said David Buchan as such Bursar or his successors into and upon the said demised premises or any part thereof in the name of the whole wholly to re-enter, and the same to have again retain, re-possess and enjoy.
11. The said Corporation of the City of Toronto have used and are using the said lands so demised for other purposes than a Park, and said Avenues are being used by the defendants as public streets; and the defendants have removed or permitted to be removed the fences surrounding the said Avenues, and are causing the same to be used as such streets.
12. Access is being had by the defendants to said Park at places other than those agreed upon between the Senate of the University and the defendants.
13. The roads and ornamental grounds within the public Parks, and the lodges connected with the same, and the approaches or Avenues thereto, and the gates and fences belonging thereto, have not been kept in repair by the defendants.
14. The said defendants have not provided for proper care being taken of the said grounds, trees, buildings and fences surrounding the said Parks and Avenues.
15. The said defendants have not observed the stipulations of the said By-law hereinbefore set forth:

The informant claims :

1. THAT the said Lease should be declared to be forfeited, and should be avoided and delivered up to be cancelled.
2. THAT in the event of it being held that the informant is not entitled to such relief as aforesaid, the defendant should be restrained from using the said lands, including the Avenues, for any other purposes than as a Park, and should be compelled to close up unauthorized openings in the fences surrounding the same and the said Avenues, and to keep the roads and ornamental grounds in the Park and in the approaches thereto, and the gates and lodges and the fences surrounding the said Park and Avenues, in a proper state of repair, and where the same have been destroyed to restore the same, and to provide for proper care being taken of the grounds, roadways, trees, buildings and fences.
3. THAT the defendants may be ordered to pay the costs of this suit.
4. AND for such further and other relief as the informant may be entitled to.

The informant proposes that this action should be tried at Toronto.

Delivered the 16th day of March, A. D. 1886, by Kerr, Macdonald, Davidson & Patterson, of the City of Toronto, Solicitors for the Informant.

XLIII.

MARCH 25th, 1886.

J. E. Berkeley Smith, Esq., Bursar, Toronto :

SIR,—I am directed by the Committee on Property to ask when it would be convenient for the Committee of the Senate, having oversight of the Queen's Park and Avenues, to meet a sub-committee of the Property Committee, with a view of arriving at an amicable settlement of the difficulties now existing between the University authorities and the City. If convenient, I would like to have a full day's notice of the hour and date which may be named for the meeting.

I am, sir, your obedient servant,

JOHN BLEVINS,

City Clerk.

XLIV.

Re ATTORNEY-GENERAL v. CITY.

APRIL 2nd, 1886.

W. G. McWilliams, Esq., City Solicitor, Toronto :

DEAR SIR,—The University has been notified by one of their tenants that a Mr. George Pepper is proceeding to erect six houses on the south side of College Avenue, that is, Yonge Street Avenue. Objection is taken to this by one of the University tenants. We desire to call your attention to it as being a further and very marked breach of the covenants upon the part of the City in the lease from the University. Will you kindly let us know your defence in this suit at as early a date as possible.

Yours truly,

KERR, MACDONALD, DAVIDSON & PATERSON.

XLV.

Toronto, 7th April, 1886.

John Blevins, Esq., City Clerk, Toronto :

SIR,—I duly received your letter asking the Board of Trustees to meet a sub-committee of the Property Committee with a view to arriving at an amicable settlement of the difficulties existing between the University authorities and the city. I am directed to say that if the city has any proposal to make, you will be good enough to send it in writing to our solicitors, Messrs. Kerr, Macdonald, Davidson and Paterson.

Your obedient servant,

J. E. BERKELEY SMITH,
Bursar.

XLVI.

ATTORNEY-GENERAL v. CITY.

APRIL 15th, 1886.

W. G. McWilliams, Esq., City Solicitor, Toronto :

DEAR SIR,—Will you kindly put in your Statement of Defence in this suit. We do not know any way of bringing the matter to some understanding other than by getting in the pleadings.

Kindly attend to this not later than Monday.

Yours truly,

KERR, MACDONALD, DAVIDSON & PATERSON.

XLVII.

Minutes Nos. 109 and 110 of Property Committee, passed April 20th, 1886.

A communication from Messrs. Kerr, Macdonald & Co., [? No. XLV.] in relation to the non-fulfilment of the covenants in the lease held by the City of the Queen's Park and Avenues, was read.

The following letters from the City Solicitor and the Secretary of the Department of Public Works of Ontario, were also read :

XLVIII.

DEPARTMENT OF PUBLIC WORKS, ONTARIO,
TORONTO, April 19th, 1886.

DEAR SIR,—I am directed by the Hon. the Commissioner to acknowledge the receipt of your letter of the 17th instant, asking an appointment for a meeting, etc., in reference to the Queen's Park and Avenues' matters; and to say, in reply, that he expects to be at the Department on Thursday, the 29th instant, and will be glad to meet the representatives of the Senate of the University and of the City on that day, and at such hour as may be the most convenient to them, of which you will kindly advise me.

Yours very truly,

WM. EDWARDS,
Secretary.

W. G. McWilliams, Esq., City Solicitor, City Hall, Toronto.

XLIX.

Re COLLEGE AVENUE—ATTORNEY-GENERAL v. TORONTO.

Toronto, 20th April, 1886.

DEAR SIR,—Having been notified by the Solicitors for the University that nothing had been done and that the suit must be proceeded with, I made enquiry of the Clerk of the Property Committee, and found that a Special Committee had been appointed in January last to confer with the Senate Committee, but no meeting had taken place. I then wrote to the Solicitors for the University, calling their attention to the clause in the lease and agreement which provides for all disputes being referred to the Department of Public Works for Ontario, and I at the same time wrote to the Hon. C. F. Fraser asking him to name a day when he could meet the representatives of the City and Senate and adjudicate upon the matters in dispute between them. I herewith enclose a letter from Mr. Edwards, stating that Hon. Mr. Fraser will be in town on the 29th instant, and I beg to request that you will name an hour as suggested for waiting on Mr. Fraser.

Yours truly,

W. G. McWILLIAMS.

The Chairman of Property Committee.

L.

Minute No. 109 of Property Committee, April 28th, 1886.

Ordered—That a sub-committee, consisting of Ald. Defoe, Maughan and Boustead, be appointed to act with the City Solicitor in this matter.

LI.

TORONTO, April 22nd, 1886.

DEAR MACDONALD,—Since I saw you I have made further enquiry, and find that preparations are being made to carry out to completion the several works and improvements covered by the agreement of 1883, and I have no doubt your clients will be satisfied with the manner in which that part of our contract is carried out. I am to-day in receipt of a letter from Wm. Edwards, Esq., Secretary of the Department of Public Works, stating that Hon. Mr. Fraser will not be able to meet us on the 29th as proposed, but will do so early in the following week.

In the meantime I am sending him a copy of the Lease and Agreement, and I would like you to let me have a memo. showing wherein you think we have failed to comply with the terms and conditions of the Lease and Agreement. So far as I am concerned I am prepared to see that the City carries out all the terms and conditions of the Agreement and observes all of the covenants in the Lease, except in so far as we may be able to mutually agree on waiving them.

As to fencing the Avenues and keeping them fenced—I think the first breaks were accomplished with the consent of the Senate; but I do not wish to plead this in extenuation of anything the City may have done or omitted to do. As to going to trial in the suit, if we find that nothing results from the intervention of the Hon. the Minister of Public Works, I will undertake to facilitate your getting down to trial at the Summer Assizes; but I do not anticipate that it will be necessary to proceed to trial, as I have no doubt that the good sense of all parties will prevail when we come before the Hon. Mr. Fraser. Please advise your clients of the position of matters and convey to them my assurance that no advantage will be taken of the delay I am now asking for.

W. G. McWILLIAMS.

W. Macdonald, Esq.

LII.

ATTORNEY GENERAL v. TORONTO.

TORONTO, 28th April, 1886.

DEAR SIR.—I understand a meeting of the Property Committee of the Senate of the University of Toronto will be held on Saturday next, when the questions in dispute between the City and the Senate may come up for consideration. I have seen your Solicitor and have asked him to allow the matter of the suit to stand for a short time until we can carry out to completion the agreement of 1883.

I had an interview with our Superintendent of Parks to-day, and he tells me that he will have the space between the sidewalks and the roadway put in order this week, and that the trees to be planted under the agreement will all be put in next week. The only term of the agreement which will remain is that relating to the Street Railway track and the running of the cars, and that will be carried out so soon as the block pavement now being laid on Carleton Street is completed, say within a month. I have endeavored to ascertain from your Solicitors the specific cause of complaint, on the part of the Senate, but up to the present time I have not succeeded. I would take it as a personal favor if you will let me know exactly what it is that the Senate, or rather the Committee who have the matter

in hand, complain of. I have, as you are aware, applied to the Hon. C. F. Fraser for an appointment when both parties may be present and the points of difference stated, and I am quite willing to abide by any order which the Department of Public Works under the clause in the agreement of 1883 in that behalf may make.

I do not suppose that the Senate or Committee have any desire to cancel the Lease of the Park and Avenues, and I cannot understand why an appeal was not made to the Department of Public Works instead of commencing an action in the name of the Attorney-General to forfeit the lease. I trust your Committee will give me the credit of acting in perfect good faith and with a sincere desire to have the Lease and Agreement carried out in their entirety.

Yours truly,

(Signed) W. G. McWILLIAMS.

*J. E. Berkeley Smith, Bursar of the University of Toronto,
Corner Simcoe and Adelaide Sts.*

LIII.

APRIL 29th, 1886.

Pleadings closed, and noted *pro confesso* against defendants.

LIV.

Toronto, May 4th, 1886.

W. G. McWilliams, City Solicitor, Toronto.

DEAR SIR,—Referring to your letter of 28th ult., headed "Attorney-General v. Toronto," and making some proposals respecting the agreement of 1883, I am directed to say that the Board were taken by surprise by your intimation that an action had been brought upon that agreement, and having obtained a copy of the Statement of Claim, find that it is, as they understood it to be, founded on the lease of 1859, and not on the agreement of 1883. There are grounds of complaint for breach or tardy fulfilment of the last mentioned Agreement, but the subject of the action is the breach of the conditions of the Lease. To specify the breaches would be to recapitulate all or nearly all of the duties undertaken by the City; but I am directed to state, without limiting the claim to these particulars, that among the direct violations of the covenants, are, the removal of the gates at Wollesley Street and Bloor Street, and suffering the fences to be removed or broken down. This applies to various places, but especially to the Yonge Street Avenue, where houses have been and are being built fronting on the Avenue without license from the Board; and, in fact, the Avenue is treated as a public street. You will please let it be distinctly understood that the specification of these breaches is no waiver of any others, with respect to the Queen Street Avenue, or the use of the Park, or in any other respect, nor any limitation whatever of the claim to the faithful fulfilment of all the covenants.

I have also to call your attention to the terms of the Agreement of 1883, which you seem (erroneously) to read as giving the Council a right to appeal to the Commissioner of Public Works.

I am, yours truly,

(Signed) J. E. BERKELEY SMITH.

(Bursar)

LV.

Minute Committee on Works, May 4th, 1886.

A communication was read from John W. Cowan, calling attention to the necessity of opening a street from St. George Street to the Queen's Park opposite Harbord Street. Referred to the Engineer.

LVI.

Re QUEEN'S PARK.

TORONTO, June 1st., 1886.

DEAR SIR,—In answer to your question as to the maintenance of the Roadway and Sidewalks leading from Bloor Street southward to the Park. I am of opinion that the care and maintenance of these belongs to the Committee on Property. Reference to the Lease of the Queen's Park will satisfy the Property Committee on this point.

Yours truly,

W. G. McWILLIAMS.

Wm. Carlyle, Esq., Chairman Works Committee.

LVII.

The following letter from the City Solicitor was read before the Committee on Property, June 1st, 1886, and referred to the Sub-Committee previously appointed to deal with the matter.

ATTORNEY-GENERAL P. TORONTO.

TORONTO, 1st June, 1886.

DEAR SIR,—I have had several interviews with Mr. Berkeley Smith, the Bursar, and also with the Solicitors for the University and Colleges, and I find that the grievances complained of are, that while the lease provides that the City is to keep up the gates and fences along the Avenues, the gates are almost all in a state of want of repair, or are wholly removed. They further complain that the owners of lands abutting upon the Avenues have been allowed to make use of the Avenues as public highways and have built fronting upon the Avenues, and making entrances and openings into and upon the Avenues.

As above stated, the lease provides for keeping up the fences along the Avenues, and the University authorities have the right to insist that this be done, and they do and will insist and will go on with the action unless something is done without delay.

Probably the best thing to be done is to notify the several property owners abutting on the Avenues that the entrances from their land upon and into the Avenues must be closed, and where they have removed the fences, to require them to replace and re-build same, and also to provide that no one should have an entrance upon the Avenues, or either of them without the consent of both the City and the Senate Committee. I must request that prompt action be taken, otherwise the suit will be proceeded with. A Sub-Committee was appointed to deal with this matter but they never met or did anything.

Yours truly,

W. G. McWILLIAMS.

John Irwin, Esq., Chairman Property Committee.

LVIII.

ATTORNEY-GENERAL v. CITY.

JUNE 3rd, 1886.

W. G. McWilliams, Esq., City Solicitor, Toronto.

DEAR SIR.—We must have this matter brought to some conclusion at once. Vacation will soon be on and the matter will then be thrown over until the Fall. You are aware of the position of this suit: that you are long in default for want of Statements of Defence, and that the matter is now in a position to be set down on motion for judgment. We have no desire to take any harsh course, but our instructions are imperative to have the matter closed one way or the other. Kindly let us hear from you at once.

Yours truly,

KERR, MACDONALD, DAVIDSON & PATERSON.

LIX.

ATTORNEY-GENERAL v. CITY.

TORONTO, JUNE 12th, 1886.

W. G. McWilliams, City Solicitor, Toronto, Ont.:

DEAR SIR.—We beg leave to notify you that this case will be heard on motion for judgment next week, formal notice of which will be served upon you herewith.

Yesterday, Alderman Defoe, Chairman of the Committee, appointed to deal with the matters in question in this suit, desired that I would meet his Committee on Monday. I find that it will be impossible for me to do so, but since you know thoroughly the views of the Board, you will be able to express them as fully as I could, if present. As to the fences on the Avenues, the Board have hitherto been willing to recommend the Crown to give a license or permission to property owners to remove fences upon the following terms:—

1. Only detached or semi-detached houses to be built facing the Avenue, and to stand back at least fourteen feet from the line. Plans, &c., to be approved by Bursar.
2. Fences (with gates) erected by land owners to be of patterns to be approved by the Bursar, and to be kept and maintained in good order.
3. To preserve trees now growing or hereafter to be planted on the Avenue.
4. The houses not to be used as a tavern, hotel, house of public entertainment, lodging or boarding house, or boarding school, and for no other purpose than as private residences.
5. Lawn and gardens in front to be kept in good repair.
6. The front of the buildings to be kept in good order.

7. Payment to the Crown of \$ per foot frontage by the property owners.

The Board sometime ago fixed the sum of \$2 per foot, which the parties would not agree to pay. We have had no instructions as to this particular matter since then, and we are not aware whether the Board are willing to abide by this amount, or whether they desire to arrange for some larger payment.

The above will indicate the kind of agreement the Board want from the property owners, before recommending that permission be given to take down fences.

You will understand that this letter is not to be taken in any way as staying proceedings in this suit. Our instructions are to proceed at once with this and if the Committee has any proposal to make, they will submit it in writing and it will be forwarded to the Board. I am not instructed to make any arrangements. Will you kindly explain the reason of my absence at the Committee meeting.

Yours truly,

W. MACDONALD.

LX.

Re ATTORNEY-GENERAL vs. TORONTO.

Toronto, 14th June, 1886.

DEAR SIR,—Enclosed you will find a letter from Wm. Macdonald, Esq., Solicitor for the University of Toronto, which I would like to have placed before your Committee at its meeting, to be held this afternoon. I am not able to keep this matter off any longer, and must ask that prompt action be taken. The Senate Committee, who have the care of the University lands and property, are determined to force a settlement of this question of using the Avenues as ordinary public highways. I am told that some of the property owners, whose lands abut upon the Avenues, positively decline to come to any understanding with the Senate authorities, and give as their reason for this refusal that they are of opinion and believe that one if not both of the Avenues will become business streets at no distant day. This the Senate Committee are determined to prevent, and, in my opinion, they have the law with them. I would like definite instructions to-day. If I must contest the position taken by the Senate Committee I must ask Mr. Robinson's assistance in the case. I have not yet consulted with him, anticipating that a settlement would be arrived at.

Yours truly,

W. G. McWILLIAMS.

D. M. Defoe, Esq., The Chairman University sub-Committee.

LXI.

JUNE 16th, 1886.

DEAR SIR,—I am directed by Alderman Defoe to say that the sub-committee of the Property Committee, (of which he is Chairman) appointed to consider matters in relation to the use of the Yonge Street College Avenue will be made to meet again this week, as Mr. Defoe has been called away to Ottawa on municipal business: he therefore desires me to request that the action brought against

the City may be delayed, in order to afford the sub-committee an opportunity of meeting early next week, when he feels confident that action will be taken to enforce immediate compliance with the requirements of the University.

I am, sir, your obedient servant,

W. A. LITTLEJOHN,
Assistant City Clerk.

B. Macdonald, Esq., Barrister.

LXII.

ATTORNEY-GENERAL v. CITY.

Toronto, June 18th, 1886.

B. G. McWilliams, Esq., City Solicitor, City.

DEAR SIR,—We must give you fairly to understand, that we will not wait on Alderman Defoe's Committee any longer. In the position in which this matter is placed, this business ought to be just as pressing to the City as any other that this Committee has to attend to, and we desire the City authorities to understand distinctly, that this matter will be pressed to a conclusion next week, in the most urgent way that we can adopt.

Yours truly,

KERR, MACDONALD, DAVIDSON & PATERSON.

LXIII.

ATTORNEY-GENERAL v. TORONTO re UNIVERSITY AVENUES.

Toronto, 19th June, 1886.

DEAR SIR,—The motion for judgment came on yesterday before the Hon. Mr. Justice Galt, and at my request stands enlarged for a week. I am this morning in receipt of the enclosed note from the solicitors for the University, which states that the matter will be pushed on return of enlargement. The only way to meet the matter is for the Committee to meet at once and take action to effect a settlement of the dispute.

I have explained the nature of the claim, and need not do so here again.

Yours truly,

W. G. McWILLIAMS.

W. H. Howland, Esq., Mayor of Toronto.

LXIV.

Minutes of meeting of Sub-Committee held June 22nd, 1886.

Present.—Alds. Irwin, Defoe, Maughan, Boustead, and Roof.

After hearing a report from the Clerk of the result of the conference with the Bursar in relation to the property owners who have no right of entrance to the Avenues, it was *Ordered*,

That the City Solicitor be instructed to take immediate steps to notify all parties who have an entrance into the Avenues without leave of the University authorities, to obtain such permission from the University authorities forthwith, and in default of their so doing to take the necessary steps to deprive them of their privilege of entrance to the Avenues, which they now enjoy.

Ordered—That the Chairman be requested to write to the University Authorities informing them of the action of the Committee, and intimating the willingness of the Sub-Committee to take any reasonable measures for the preservation and protection of the Queen's Park, and Avenues.

LXV.

JUNE 23rd, 1886.

J. E. Berkeley Smith, Esq., Bursar Toronto University :

Sir,—I am directed by the Sub-Committee on Property appointed to deal with matters connected with the use of the Queen's Park and Avenues, to submit for the information of the Committee of the University Senate the following statement in relation to the case:

At the first meeting, after their being appointed, the Sub-Committee found that owing to lack of specific information as to the property owners in default, they were unable to arrive at any decision.

A subsequent meeting was therefore called, at which it was arranged between Alderman Defoe, the Chairman of the Sub-Committee, and Mr. Macdonald, the Solicitor of the University, that the last named gentleman should be present for the purpose of informing the Committee as to the requirements of the University, and the parties who had failed to comply therewith. Unfortunately, Mr. Macdonald found it impossible to attend, but wrote a letter setting forth the main features of the agreement which the parties who had an entrance into the Avenue were required to sign, which information was already in the possession of the Committee.

It was found impossible to proceed further until the information as to the parties in default could be obtained. The writer was then instructed to wait upon the Bursar for the purpose of ascertaining the names of the several property owners fronting on the Avenue who had complied with the requirements of the Senate, and those who had not.

This information was obtained in an unofficial way on the day following, but owing to the absence of Alderman Defoe in Ottawa on other municipal business, it was not possible to arrange a meeting of the Sub-Committee until yesterday.

Upon hearing my report, the Sub-Committee at once passed an order directing the City Solicitor to take immediate steps to notify all parties who make use of Avenue without permission from the University authorities, to obtain such permission forthwith, and in default of so doing steps will be taken by the City to deprive them of the privilege of entrance to the Avenue which they now enjoy. I may also say that at the meeting yesterday Alderman Irwin, at the request of the Committee, willingly agreed that the entrance gate from his premises on the corner of Yonge street should be closed forthwith.

With regard to the condition of Avenue Street I am instructed to say that the sub-committee will take steps at once looking to an arrangement with the property owners for the closing of the street, and the sale or leasing of the land to them, due provision being made for its care and maintenance as a lawn in front of their respective premises, this of course to be subject to the approval and consent of your Board.

The Committee further instruct me to say that there are other subjects of mutual interest connected with the care and maintenance of the Park and Avenues, and upon which they think it necessary that a conference should be had between the University Committee and themselves.

I am therefore to ask when it will be convenient for such conference to take place should your Board be willing to hold one.

In conclusion the Committee desire me to say that they were fully alive to the necessity and advantage of making any and every precaution for preserving the Queen's Park and Avenues for the purposes for which they were originally intended, and to this end will heartily co-operate with the University authorities in adopting measures for their protection and preservation.

The Committee earnestly wish to arrive at an amicable adjustment of the present difficulties, and will agree to any fair and reasonable suggestions which your Board may make for a settlement thereof, and the Senate may rely upon any such settlement being promptly and fully carried out by the present Committee.

I am, Sir, your obedient servant.

W. A. LITTLEJOHN,
Acting City Clerk.

LXVI.

Toronto, June 24th, 1886.

W. G. McWilliams, Esq., City Solicitor.

Sir,—I beg to forward on the opposite page, a copy of an order made by the Sub-Committee of the Committee on Property, appointed to deal with matters connected with the use of the Queen's Park and Avenues, at a meeting held on the 22nd instant, and to request your attention to the same. I also enclose a list of the owners of property who have entrances into the Yonge Street College Avenue, taken from the last revised Assessment Roll of the City.

I am Sir, your obedient servant,

W. A. LITTLEJOHN,
Acting City Clerk.

LXVII.

Ordered,—That the City Solicitor be directed to, take immediate steps to notify all parties who have an entrance into the Yonge Street Avenue without permission from the University Authorities, to obtain such permission forthwith, and

in default of their so doing, to take necessary steps to deprive them of the privilege of entrance to the Avenues which they now enjoy.

List of owners of property fronting upon the Yonge Street College Avenue, (inclusive of properties leased from the University.)

South Side.

John Irwin.
 Hester Dumble.
 John Bruce.
 James H. Burns.
 Thomas Sanderson.
 Trustees Bishop Strachan School.
 Trustees Mission Church.
 John Shields. (*Signed Agreement.*)
 William Wilson. (*Signed Agreement.*)
 Simeon H. James.
 Fred Crompton.
 Hon. J. B. Robinson. (*Has right of entrance.*)
 Elmore Clyne.
 Joshua Osterout. (Cor. Elizabeth St.)
 Sarah A. Heath. }
 London & Canadian } Old
 Loan Company. } Cricket
 } Grounds.

North Side.

Arthur Ardagh. (*Signed Agreement.*)
 L. R. O'Brien. (*Has right of entrance.*)
 Clarkson Jones. (*Has right of entrance.*)
 Dr. Ryerson.
 James J. Larkin.
 J. A. Donovan.
 David Walker.

LXVIII.

ATTORNEY-GENERAL. v. TORONTO.

TORONTO, June 24th, 1886.

DEAR SIR,—I am instructed by the Committee on Property to take immediate steps to notify all parties who have an entrance into the Yonge Street Avenue without permission from the University authorities, to obtain such permission forthwith, and in default of their doing so, to take the necessary steps to deprive them of the privilege of entrance to the Avenue which they now enjoy. I have a list of parties who are said to have acquired the right of entrance, as follows:—John Shields, William Patterson, William Wilson, Hon. John B. Robinson, Arthur Ardagh, L. R. O'Brien, and Clarkson Jones, Esqs. If this list is correct, I would like to know it, and if you will kindly ask Mr. J. D. B. Smith to send me a correct list of all of those who have the right of entrance, not only on the Yonge Street Avenue, but also on the Queen Street Avenue. I also want to know whether the Senate objects to the streets which have been opened into the Avenue, namely:—McCaull Street, Emily Street, Teraulay Street, and Henry Street. I have no doubt that we will come to a satisfactory settlement, as I intend to proceed without delay to enforce the order of the Committee. Under the circumstances, I do not suppose you will object to the matter being allowed to stand until after Vacation, and I will not expect to do anything to-morrow.

Yours truly,

W. G. McWILLIAMS.

To W. Macdonald, Esq., Toronto.

LXIX.

TORONTO, June 25th, 1886.

The Clerk of the City of Toronto :

Sir,—I have to acknowledge your letter of the 23rd inst., and I am directed by the Board of Trustees to express their pleasure in hearing that active steps are being taken in the matter of the Yonge Street Avenue, and their readiness to co-operate with the City Council and to do whatever may reasonably be asked towards facilitating the necessary action in fulfilling all the requirements of the lease.

The necessity for regulating the openings from houses into the Avenue or restoring and maintaining the fences, being the most pressing matter in the point of time, the Board will instruct their Solicitor to suspend proceedings in the action against the City for a sufficient time to enable the other matters in difference to be discussed, if necessary, and action taken by the City to remove the causes of complaint. The instructions will be to stay proceedings till the first of October, —this of course being without prejudice to any rights under the lease.

The Board propose to submit for approval by the Council a draft of the agreement to be made with persons desiring to open into the Yonge Street Avenue, and will ask prompt attention to it, so as to meet the cases of persons now building or intending to build.

The agreement of Alderman Irwin to close his gate is all right as far as it goes but his fence is obviously insufficient.

The question of Avenue Street will doubtless be easily arranged as far as the Board is concerned.

The Board will willingly concur in arranging for the discussion of that and the other matters to which you refer, but before saying anything about a conference it will be desirable to know definitely what are the matters proposed to be discussed.

In the meantime, I am to call attention to the approach from Bloor Street, the state of which is complained of, and which is one of the roads which under the lease the City was bound to make within one year from the date of the lease.

I have the honor to be,

Sir, your obedient servant,

J. E. BERKELEY SMITH,

Bursar.

LXX.

ATTORNEY GENERAL v. CITY.

JUNE 25th, 1886.

W. G. McWilliams, Esq., City Solicitor, Toronto :

DEAR SIR,—We beg to acknowledge yours of yesterday. We have to-day received instructions from the Bursar to let the motion for judgment stand until Friday, the 1st of October, pending consideration of the communication sent by the Committee to the Board yesterday. We will attend on Monday and enlarge the motion until the above date.

Yours truly,

KERR, MACDONALD, DAVIDSON & PATERSON.

LXXI.

Minute No. 227 of Property Committee, passed June 29th, 1886.

The Sub-Committee appointed for the purpose of arranging matters connected with the use of the Yonge Street College Avenue and the Queen's Park, presented a report to the effect that they had passed an order directing the City Solicitor to notify parties who make use of the Yonge Street Avenue without permission from the University authorities, that such permission must be obtained forthwith, otherwise the privilege of entrance to the Avenue will be withdrawn. All of which was concurred in by the Committee.

The following is the report above referred to, and correspondence referred to therein :

LXXII.

REPORT OF SUB-COMMITTEE.

The Sub-Committee appointed to deal with matters of difference between the City and the University Senate in relation to the use of the Queen's Park and Avenue, beg to report that they have obtained a list of the parties who make use of the Yonge Street Avenue without leave, and have instructed the City Solicitor to notify the parties in default to come to an immediate arrangement with the University authorities, otherwise steps will have to be taken to deprive them of the privilege of entrance to the Avenue which they now enjoy.

Your Sub-Committee have also caused a letter to be addressed to the Committee of the Senate, a copy of which is hereto annexed, stating generally the views of the Sub-Committee in regard to the whole matter, and asking for a conference in relation to some of the subjects to be dealt with.

Annexed is a copy of the reply from the Senate, from which it will be seen that the threatened legal proceedings against the City have been suspended, and from the tenor of the Bursar's letter, it may be safely inferred that no reasonable propositions on the part of the City for settling the various points involved will be rejected by the University authorities.

Your Sub-Committee therefore deem it their duty to present this report to the Committee with a request that proper steps be taken to enforce without any unnecessary delay the instructions already given to the Solicitor with regard to the property owners who have entrance to the Yonge Street Avenue without permission.

The Sub-Committee intend to arrange for a conference with the Committee of the Senate in relation to the other matters referred to, and will report the result thereof to the Committee.

Respectfully submitted,

D. M. DEFOE,
Chairman.

LXXIII.

Re YONGE STREET AVENUE.

TORONTO, 10th August, 1886.

DEAR SIRS,—I am to-day in receipt of yours stating that parties are putting up telegraph or telephone poles in the Yonge Street College Avenue. The City knows nothing of the matter and has not granted any permission to any one for such purpose. I have written Mr. Coatsworth to look after the matter and take such steps as he may find necessary to stop the erection of poles in the Avenues.

Yours truly,

W. G. McWILLIAMS.

Messrs. Kerr, Macdonald, Davidson & Paterson,
Barristers, Toronto.

LXXIV.

Re TELEPHONE POLES ON YONGE STREET.

TORONTO, August 18th, 1886.

W. G. McWilliams, Esq., City Solicitor, City :

DEAR SIR,—Since writing you we have seen one of the members of the Senate Committee, and they instruct us again to call your attention to the letter written to you by the Bursar in respect to the breach of the agreement of 1883, and also to communicate to you that there is a further breach occasioned by your allowing the Telephone Company to erect their poles on Yonge Street Avenue. We must call your immediate attention to this matter. This of course is not in connection with the present suit, Attorney General v. City.

Yours truly,

KERR, MACDONALD, DAVIDSON & PATERSON.

LXXV.

Re COLLEGE AVENUE.

TORONTO. 23rd August, 1886.

DEAR SIRS,—I have forwarded your letter of the 18th instant to the Property Committee and I have notified the Telephone Company that their poles must come down. I have notified all of the property owners whose lands abut on the Avenues, as per enclosed form and several of them have called upon me to ascertain upon what terms and condition they may be allowed to have communications with the Avenue. I can, under the circumstances and in the absence of any definite information, do nothing more than refer them to your firm and to J. E. B. Smith, Esq., Bursar. I have written to Mr. Smith, suggesting that the Senate Committee should agree upon the terms and conditions to which the property owners must subscribe if they desire to have communication with the Avenue and get these terms and conditions approved of by the Lieutenant-Governor in Council. You must admit that the present condition of matters is not at all satisfactory and that some definite line of action should be adopted applicable to all cases.

Yours truly,

W. G. McWILLIAMS.

To Messrs. Kerr, Macdonald, Davidson & Paterson,
Barristers, Toronto.

MEMO.

LXXVI.

Re UNIVERSITY AND COLLEGE AVENUES.

TORONTO, August 23rd, 1886.

DEAR SIR,—Enclosed you will find a letter from the Solicitors for the University, I have written to the Telephone Company that the poles must be removed. I beg to state that pursuant to orders I have notified all of the owners of property abutting on the Yonge and Queen Street Avenues, as *per* enclosed form, and I have also written the Solicitors for the University to settle and agree upon what terms, openings, etc., etc., upon the Avenues will be allowed.

Yours truly,

W. G. McWILLIAMS.

P.S. Please have Park Commissioner instructed to prevent erection of Telephone or Electric Light, Telegraph and other poles without authority.

W. G. McM.

John Irwin, Esq., Chairman Property Committee.

LXXVII.

Re YONGE STREET COLLEGE AVENUE.

TORONTO, 24th August, 1886.

DEAR SIR,—Enclosed herewith I forward you a letter from J. J. Wright, Esq., Superintendent and Manager of the Toronto Electric Light Co. I have notified him that the poles, etc., must come down. They could have been put up on Grenville Street or some other public highway in a straight line. They are put up alternately on one side of the Avenue and the other, and the wires are strung across the Avenue, a mode of construction rendered necessary to avoid destroying the trees, but in my view a very objectionable mode of construction.

Yours truly,

W. G. McWILLIAMS.

The Chairman Property Committee, Toronto.

LXXVIII.

Re YONGE STREET COLLEGE AVENUE.

TORONTO, 24th August, 1886.

DEAR SIR,—In answer to yours of this day's date, I beg to state that I do not find that the Fire and Gas Committee gave you any authority to erect your poles and wires in the Yonge Street College Avenue. You were required to erect and keep a light at the corner of College Avenue and Howland Place. There were other ways in which you could have provided, had you seen fit so to do. You could have run your poles and wires along Grenville Street in a straight line, instead of crossing and re-crossing College Avenue in the way you have done. In any case, the poles and wires must come down from the Avenue, and you will please have them removed without more delay. The University authorities insist and they have the right to do so.

Yours truly,

W. G. McWILLIAMS.

J. J. Wright, Esq., Electric Light Company, Toronto.

LXXIX.

Re COLLEGE AVENUE.

Toronto, August 23rd, 1886.

DEAR SIR,—Enclosed you will find a copy of the form of notice which I have sent to every property owner whose lands abut on the Queen Street and Yonge Street College Avenues. Several of these property owners have called upon me to know upon what terms and condition they will be permitted to have communication with the Avenues from their lots, and in the absence of any definite understanding between the University Senate and the City, I can only send them to you or your Solicitors. It seems to me that the proper and business course to adopt in this connection would be for the Senate Committee and the Property Committee to meet, settle the terms and conditions upon which communication can be had between the Avenues and lots adjoining, and the kind of communication or openings to be allowed, and when the matter has progressed so far, have the agreement confirmed or endorsed by the Lieutenant Governor in Council, and approved of by the City Council and a By-law passed. Then every property owner desiring to enter the Avenue would know upon what terms and conditions he could use the Avenue when he required to do so. Without some such understanding and agreements parties purchasing lands adjoining the Avenues are placed at a disadvantage, and I have little doubt both City and University will be ultimately more or less embarrassed, and their interests affected. I would like you to bring this matter before the Committee of the Senate, and endeavor to assist me to arriving at a definite scheme applicable to all cases.

Yours truly,¹

W. G. McWILLIAMS.

J. E. Berkeley Smith, Esq., Bursar, University, Toronto.

LXXX.

The following is the form of the notice referred to in the foregoing letter.

Re COLLEGE AVENUE.

CITY SOLICITOR'S OFFICE, TORONTO, 1886

The Council has instructed me to notify the owners of the several pieces and lots of land abutting on the Queen Street and Yonge Street College Avenues, that these Avenues are not Public Highways, and that the lands abutting thereon are not entitled to front thereon except as may be agreed upon between the owners thereof and the City and University of Toronto, the latter being represented by J. E. Berkeley Smith, Esq., Bursar.

You are, I find, the owner of a piece of land abutting on the side of the Street Avenue, and, I beg to notify you that opening from your property into or upon the Avenue and all direct communications between your property and the Avenue must be closed, and the line fences restored where removed unless already authorized or hereafter authorized by Agreements entered into between yourself and the City and University respectively.

If you have already agreed with the Bursar representing the University Authorities for an entrance upon the Avenue, please advise me to that effect, giving date of Agreement.

Failing to hear from you, as last above requested, I must report you in default after one month from this date.

Yours respectfully,

W. G. McWILLIAMS,
City Solicitor.

LXXXI.

Re COLLEGE AVENUE.

Toronto, August 23rd, 1886.

Your Solicitors have written to me calling my attention to a letter said to have been written by you to me respecting the breach of the agreement of 1883, and also calling attention to the alleged erection of Telephone poles, wires, etc., as a further breach. As to the latter matter I have notified Hugh Neilson, Esq., Agent of the Bell Telephone Co., to take down any poles, wires, etc., hereinbefore erected, and to abstain from erecting poles, etc. in the future, in the Avenues and Park.

I don't know to what letter the Solicitors refer, and you would oblige me by having a copy of your letter referred to sent to me.

I am not aware of any breach of the agreement of 1883, at present. The City has, so far as I can learn, carried out that agreement, and the street cars are now running. Please particularize the breaches of which you complain.

Yours truly,

(Signed) W. G. McWILLIAMS.

J. E. Berkeley Smith, Esq., Bursar, Toronto.

LXXXII.

Toronto, August 24, 1886.

W. G. McWilliams, Esq.

DEAR SIR.—We were ordered by the Fire and Gas Committee to erect a lamp at the intersection of Howland Place and College Avenue, and in compliance with that order erected it. We are their servants in the matter. If they are illuminating private property without authority, I presume any action for trespass by the University authorities as owners would lie against them. However, we do not wish for a moment to antagonize either the City or any one else, and if the Fire and Gas Committee say remove the lamp, we will take it away at once. All we want to know is what we are to do. One set of City authorities say do this, and another branch comes along and says don't do it; do something else. Make up your minds what you want and we will take it into our most serious consideration."

Respectfully,

TORONTO ELECTRIC LIGHT CO.,
J. J. WRIGHT, M'g'r.

P. S.—I will see Ald. Maughan this morning and get his authority to remove the lamp.—J. J. W.

LXXXII.

R^e YONGE STREET COLLEGE AVENUE.

Toronto, 24th August, 1886.

DEAR SIR,—I am in receipt of a letter from J. J. Wright, Esq., Superintendent and Manager of the Toronto Electric Light Co., which, by implication if not in express terms, gives me to understand that that Company have erected a line of poles and wires on the Yonge Street College Avenue under your direction and with your authority. The College Avenues are not public highways upon or in which the Toronto Electric Light Co., or any other company authorized to use public streets, have any right to put up their poles, wires and other apparatus, and the City has no right to permit any such thing except with the consent of the University Senate, and the Lieut.-Governor in Council. I have notified Mr. Wright to take down the poles, etc., the Solicitors for the University having demanded it.

Yours truly,

W. G. McWILLIAMS.

James Ashfield, Esq., Chief Engineer
Fire Department, Toronto.

LXXXIII.

Toronto, August 24th, 1886.

W. G. McWilliams, Esq., City Solicitor, Toronto.

DEAR SIR,—I am in receipt of your two favors of the 23rd instant. I beg to enclose copy of letter from the Bursar to you dated 4th May, 1886, and trust that it is the one you want. Mr. Berkeley Smith, the Bursar, is out of town at present, but the College Avenue matter will come up at the next meeting of the Board of Trustees.

Yours truly,

G. A. STIMSON, (for Bursar).

LXXXIV.

Toronto, August 26th, 1886.

W. G. McWilliams, Esq.

DEAR SIR,—I am sorry there should have been any trouble about the poles. I will have them removed Monday or Tuesday at furthest. They were of course put there without thinking that the Avenue was not City property. I would have attended to this matter sooner but have been very busy getting the new electric engine in operation for the Railroad at the exhibition grounds. We shall make a trial of its speed on Saturday afternoon.

Respectfully,

TORONTO ELECTRIC LIGHT CO.,

J. J. WRIGHT, M'g'r.

LXXXV.

Re COLLEGE AVENUE.

TORONTO, 27th August, 1886.

DEAR SIR,—Enclosed you will find letter from J. J. Wright, Superintendent of the Toronto Electric Light Co., promising to remove poles, etc., from the Yonge Street Avenue.

Yours truly,

W. G. McWILLIAMS.

The Chairman Committee on Property, Toronto.

LXXXVI.

Re UNIVERSITY AND COLLEGE AVENUES.

TORONTO, August 28th, 1886.

DEAR SIR,—I enclose herewith a letter from Messrs. Kerr, Macdonald, Davidson & Paterson, Solicitors for the University, and I beg to call your attention to the matter of the removal of the gates at Wellesley or St. Albans Street and Bloor Street, and other matters complained of. There are some matters between the City and University which ought to be set at rest, namely:

1. The removal of all the gates,
2. The position of McCaul Street, Elizabeth Street, Emma Street, and Teranlay Street.
3. The opening of St. Joseph or St. Mary's Street.
4. The terms and conditions upon which property owners whose lands abut on the University College Avenues can have access to the Avenues from their properties. I have written to the Bursar as to this last, suggesting that a form of agreement to be signed by the property owners should be settled between the Senate and the City, and endorsed or approved of by the Governor-in-Council.
5. I would also call your attention to the heavy traffic going through the Avenues. They are (especially the Yonge Street Avenue) being treated as ordinary public highways. I myself have seen wagons and carts heavily loaded with all sorts of material (including night soil) passing through this Avenue. This should not be permitted, and is contrary to the terms and spirit of the lease and agreement. I would beg to suggest that the whole matter be sent to a small active sub-committee, with instructions to them to confer with the Committee of the Senate, and that without delay. The longer action is delayed, the more difficult it becomes for the City to carry out its agreement.

I will gladly give any assistance I can to effect a definite settlement of all the matters above referred to. In this connection I beg to call the attention of the Committee to the Act, 47 Vic. cap. 32, sec. 14, which amends sec. 496 sub-sec. 45, of the Consolidated Municipal Act 1883, and enables the Council to pass By-laws: "For regulating the conveyance of traffic on the public streets, and the width of tires and wheels of all vehicles used for the conveyance of articles of burden,

goods, wares or merchandise, and for *prohibiting heavy traffic* and the driving of cattle, sheep, pigs and other animals in certain public streets and places to be named in the By-law."

It will be seen from this quotation from the statutes that the Council has ample power to protect boulevards, parks and drives, and to encourage the citizens to improve their streets as in the case of Jarvis Street, George, and other residential streets.

Yours truly,

W. G. McWILLIAMS.

The Chairman Property Committee, Toronto.

LXXXVII.

Re QUEEN STREET COLLEGE AVENUE.

Toronto, 1st September, 1886.

DEAR SIR,—There is a gate in the rear of the houses, Nos. 237, 239, 241 and 243, opening from the lane into the Queen Street College Avenue. This gate was placed there by the late James McBrine without any authority whatever, and I am told is a nuisance by which improper characters pass from the Avenue into the lane in rear of the houses above referred to. I would like you to take prompt steps to put up the fence in the most substantial manner, and put up a notice forbidding parties to open up any means of communication upon this lane from the Avenue.

Yours truly,

W. G. McWILLIAMS.

E. Coatsworth, Esq., Commissioner, Toronto.

LXXXVIII.

Re YONGE STREET AVENUE.

Toronto, 4th September, 1886.

DEAR SIR,—A lane has been recently opened up into the Yonge Street Avenue from the north, in rear of the lots fronting on Yonge Street, and extending from Grenville Street to the Avenue. This lane is a nuisance, and should be closed up at once, and no time should be lost, because if delay takes place the Yonge Street people may give trouble when it comes to be closed. We have no consent from the University authorities to open it, and I am assured no such consent will be given.

Yours truly,

W. G. McWILLIAMS.

E. Coatsworth, Esq., City Commissioner.

LXXXIX.

ATTORNEY-GENERAL, P. CITY.

TORONTO, Sept. 6th, 1886.

W. G. McWilliams, Esq., City Solicitor, Toronto.

DEAR SIR,—Complaints have been made as to the opening of a public lane running from Grenville Street to the Yonge Street Avenue. We do not suppose the City are at all interested in keeping this open, although some of the officers seem to think themselves bound to keep it open as a public lane. Would you kindly give such instructions to the City Commissioner as may be proper.

Yours truly,

KERR, MACDONALD, DAVIDSON & PATERSON.

XC.

Re COLLEGE AVENUES.

TORONTO, September 15th, 1886.

DEAR SIRS,—I have gone over the form of agreement sent me, and now return same with some few amendments which I think you cannot object to. If satisfactory in this shape, let me have a copy back to submit to the Committee on Property for their formal approval at their next meeting, and oblige.

Yours truly,

W. G. McWILLIAMS.

*To Messrs. Kerr, Macdonald, Davidson & Paterson,
Barristers, etc., Toronto,*

XCI.

September 22nd, 1886.

SIR,—I have the honor by direction of the Committee on Property to apply for the consent of the University authorities to the removal of the unsightly fence across the street leading from the Queen's Park at its intersection with Bloor Street. Should the necessary permission be given the Committee will undertake to have the fences removed.

Your obedient servant,

JOHN BLEVINS,

City Clerk.

To J. E. Berkeley Smith Esq., Dursar Toronto University.

XCII.

Re YONGE STREET AVENUE.

TORONTO, October 11th, 1886.

DEAR SIR,—Enclosed you will find a letter from Messrs. Mowat, Maclellan & Downey with reference to the lane running north from Yonge Street Avenue in rear of the properties fronting on Yonge Street. The Solicitors for the Univer-

sity have written to me and I have forwarded their letter to your Committee. They insist on the lane being closed, as it was before the old gate house was removed. What order will you make?

Yours truly,

W. G. McWILLIAMS.

John Irwin, Esq., Chairman Property Committee.

XCIH.

Minutes Nos. 326 and 327 passed October 29th, 1886.

A communication from the City Solicitor forwarding a letter from John Downey, Esq., asking that steps be taken to have the lane running from Grenville Street to the Yonge Street Avenue closed to the south end, otherwise legal proceedings would be taken to force the City to close it.

The attention of the City was drawn to the fact that one or two gateways had been opened from lands into the Queen Street College Avenue.

Ordered,—That the proper officer be instructed to have the south end of the lane or the gate or gates above referred to closed forthwith.

XCIV.

ENGINEER'S REPORT, October 19th, 1886.

"Some months ago I recommended the opening of Harbord Street, easterly from St. George Street, coming into the Queen's Park and connecting with St. Joseph Street on the east. A petition sufficiently signed was presented against the opening of the street as a local improvement by the residents of the street. I would again call the attention of the Committee to the necessity of opening this street for the purpose of giving a connecting thoroughfare between the western and eastern part of the city. The committee may, perhaps, see its way to recommend that a sum sufficient to cover the cost of the improvement be appropriated from the receipts from the sales recently made of City lands on St. George Street. The amount of \$5,500 to be received."

Embodied in Report No. 25 of the Committee on Works. Adopted in Council November 8th, 1886.

XCV.

Toronto, November 8th, 1886.

John Blevins, Esq., City Clerk, Toronto.

DEAR SIR,—At the last meeting of the Board of Trustees, I submitted your letter to me of 22nd September last with reference to the removal of the gate and fence at the Bloor Street Entrance to the Queen's Park. The Board desires me to say that it declines to vary the Lease of the Park to the City.

I am, yours truly,

J. E. BERKELEY SMITH,

(Bursar).

XCVI.

Minute No. 353, passed November 16th, 1886.

The following communication from the Bursar of the University was read before the Property Committee.

XCVII.

ATTORNEY GENERAL *v.* CITY.

TORONTO, December 11th, 1886.

W. G. McWilliams, Esq., City Solicitor, Toronto.

DEAR SIR,—We enclose you a form of License in *re* Yonge Street Avenue, with the clause suggested by you, yesterday, added. I submit this provisionally upon the approval of the Board, about which, I think, there will be no great difficulty.

In the meantime will you kindly have the form formally approved of by the Property Committee or other proper officer of the City.

Will you also kindly urge this on so that we may try and get the matter closed without further delay.

Yours truly,

KERR, MACDONALD, DAVIDSON & PATERSON.

XCVIII.

Re COLLEGE AVENUE.

TORONTO, December 13th, 1886.

DEAR SIR,—Enclosed you will find form of License which the Senate propose to give to the property owners whose lands adjoin the Yonge Street Avenue.

No agreements are being made with reference to the Queen Street Avenue at present. Kindly have this form approved by your Committee and oblige

Yours truly,

W. G. McWILLIAMS.

John Irwin, Esq., Chairman Property Committee.

XCIX.

Minute No. 383 of Property Committee. Passed December 14th, 1886.

A draft of the Agreement to be entered into by the property owners on the Yonge Street College Avenue with the University authorities, as proposed by the Solicitors for the University, was read and referred to the Sub-Committee previously appointed in the matter.

C.

The following is a copy of the Agreement above referred to :

Know ALL MEN by these Presents that Her Majesty, represented by John Edward Berkeley Smith, the Bursar of the University and Colleges at Toronto, in his official character as such, doth, upon payment of \$5 per foot frontage, and upon and subject to the conditions hereinafter set forth, license and permit the removal of the fence separating the Yonge Street Avenue from the following lands, namely :

The foregoing license is to be enjoyed only upon and subject to the following conditions :

1. That the owners of the said lands will not now or at any time hereafter erect more than dwelling house upon the said lands, such house to front upon the Avenue and to be according to plans to be approved of by the said Bursar of the said University and Colleges.
2. That if the owners of the said lands should hereafter erect a fence on the line between the said lands and the said Avenue, such fence and the gates therein furnishing access to the said lands from the Avenue, shall as often as any such are erected be of the style and pattern to be approved by the said Bursar, and shall be maintained at all times hereafter by the owners of the said lands in a state of repair satisfactory to the said Bursar.
3. That the dwelling house now upon the said lands shall not nor shall any other house or building that may at any time hereafter be erected upon the said lands or any portion thereof be used as a hop, tavern, hotel, factory, house of public entertainment, lodging house, or as a boarding school, but shall only be used as a private residence.

And it is hereby expressly declared, and this license is given upon the condition that if the owners from time to time of the said lands make default in keeping, observing and performing any of the conditions hereinbefore set forth, then the license or permission herein granted by Her Majesty shall forthwith absolutely cease and determine.

Provided also and it is hereby expressly declared that the position of the said Yonge Street Avenue under the lease of the Park and Avenues of the City of Toronto, and the agreement of the 19th day of July, 1883, between the Bursar of the University and the said City of Toronto, is not in any respect changed except to the extent of the license to remove fences herein given, and nothing herein contained, shall be taken or construed as a dedication of the said Avenue to the public as a public highway.

In witness whereof the parties hereto, etc.

Signed, sealed and delivered in the presence of.

CI.

ATTORNEY-GENERAL *v.* CITY.

TORONTO, December 17th, 1886.

W. G. McWilliams, Solicitor, Toronto.

DEAR SIR,—We notice by the newspapers that the matter of settling the license of the Yonge Street Avenue has been referred to a Sub-Committee. If this is the action taken it simply means interminable delay, to which our clients will no longer willingly submit.

This matter has been dragged out beyond all reason, and has been in the hands of several Sub-Committees.

Our clients are of the opinion that if it is to be referred anew to a Sub-Committee, they ought no longer delay proceeding in the suit, especially in view of the fact that people are waiting to come in and settle what has proved such a troublesome question.

Yours truly,

KERR, MACDONALD, DAVIDSON & PATERSON.

CII.

ATTORNEY-GENERAL *v.* CITY.

JANUARY 6th, 1887.

W. G. McWilliams, Esq., City Solicitor, Toronto:

DEAR SIR,—We would remind you that the motion for judgment was adjourned until Friday, the 7th, to-morrow. We intend then to press the motion.

Yours truly,

KERR, MACDONALD, DAVIDSON & PATERSON.

CIII.

Minute No. 389 of the Property Committee. Passed January 11th, 1887.

The following letter from the City Solicitor was read before the Committee on Property:

Re UNIVERSITY AND COLLEGE AVENUES—ATTORNEY-GENERAL v. TORONTO.

TORONTO, 11th January, 1887.

DEAR SIR,—I must again call the attention of your Committee to this matter. The case came up on Friday last and stands at my request for two weeks from that day, when, if a satisfactory arrangement, or at least some progress, is not made, the matter goes on peremptorily. Why can you not let me have back the memorandum of agreement I forwarded for approval. If I had that to hand over to the Solicitors for the University I think I could get the Senate to consent to the matter being further delayed until we could arrange matters finally with them. I enclosed letter from their Solicitors to you at last meeting saying that

they would delay no longer, and when the matter came up on Friday I was obliged to get the adjournment to ask it on personal grounds; a thing which no Solicitor likes to do, and should not be expected to do. Please do make an effort to get something done and oblige,

Yours truly,

W. G. McWILLIAMS.

John Irwin, Esq., Chairman Property Committee.

CIV.

Ordered—That the matter be referred to a sub-committee, consisting of Aids. Irwin, Defoe and Boustead.

CV.

Minute No. 424, Committee on Works, March 8th, 1887.

Ald. Baxter, inquired why a "hitch" had occurred in having Harbord Street extended into Queen's Park.

The Solicitor explained that the University authorities had refused to allow the street to be opened and extended as proposed by the Committee on Works. The original proposition as to position must therefore be adhered to. Consequently the By-law authorizing the opening of the street had not been read a third time.

Referred to the Chairman and Ald. Baxter and Hunter, with power to report directly to the Council.

CVI.

Minute No. 455, Committee on Works, May 3rd, 1887.

Ordered—On Motion of Ald. Baxter, that the Chairman be requested to introduce a By-law to expropriate the land required to connect St. Patrick's Ward on the west, and St. John's Ward on the east, at a point about 200 feet north of Harbord Street.

Memo. Solicitor advised Secretary not to put this in report to Council for the present.

CVII.

ATTORNEY-GENERAL v. CITY.

TORONTO, June 7, 1887.

W. G. McWilliams, Esq., City Solicitor, Toronto:

DEAR SIR,—The Bursar has instructed us to renew the motion in this action since nothing has been done to bring the matter to a close. We shall be reluctant to do this, but have no alternative as the matter must be got into a definite shape before vacation. The fact of the matter is, if the property owners do not hasten to make arrangements, and if the City fails urging them to do so, the matter will become more difficult very shortly, because we are satisfied the Board will, if the matter is not speedily closed, exact more onerous conditions. We shall expect to have some action taken this week, and failing in that we must again serve notice of motion for judgment.

Re approach from St. George Street.

Mr. Sankey has not brought his report before the Board yet; the Board are awaiting his report before settling the matter definitely.

Yours truly,

KERR, MACDONALD, DAVIDSON & PATERSON.

CVIII.

Re YONGE STREET AVENUE.

Toronto, June 8th, 1887.

DEAR SIR,—If you or the Bursar will give me a list of the parties who have use of the Avenue as a frontage without permission, I will notify them at once. I do not see that I can do anything unless you let me have the names of the trespassers. This is a matter entirely within the knowledge of your clients. I am ready and willing to do anything I can to get the matter settled.

Yours truly,

W. G. McWILLIAMS.

*Messrs. Kerr, Macdonald, Davidson & Paterson,
Barristers, Toronto.*

CIX.

ATTORNEY-GENERAL *v.* CITY.

JUNE 18th, 1887.

W. G. McWilliams, Esq., City Solicitor, Toronto:

DEAR SIR,—No definite action having been taken to put up fences along the Avenues, we are instructed at once to renew our Notice of Motion. We shall accordingly serve notice next Friday.

Yours truly,

KERR, MACDONALD, DAVIDSON & PATERSON.

CX.

Re YONGE STREET AVENUE.

Toronto, 21st June, 1887.

DEAR SIR,—In answer to your note of the 18th instant, I have to say that I will give all parties notice that unless a satisfactory arrangement is made within two weeks the City will proceed to fence them off the Avenue. I will also bring the matter before the Property Committee at its next meeting and get an order for the fencing if possible. I hope this will meet your views in the meantime, and that you will not think it necessary to give any notice such as you mention. I am anxious to get the difficulty arranged as soon as possible in a way which will be satisfactory to all parties.

Yours truly,

W. G. McWILLIAMS.

Messrs. Kerr, Macdonald, Davidson & Paterson, Toronto.

CXI.

ATTORNEY-GENERAL v. CITY.

JULY 4th, 1887.

W. G. McWilliams, Esq., City Solicitor.

DEAR SIR,—In reply to yours of the 21st June, we would say that if the course therein mentioned be followed, we think the matter will soon be settled. At the same time you will kindly understand that immediately after vacation we will press this matter to a close unless by that time arrangements have been made.

Yours truly,

KERR, MACDONALD, DAVIDSON & PATERSON.

CXII.

TORONTO July 6th, 1887.

DEAR SIR,—I have received your letter of yesterday. The road as decided on by the Board some weeks ago has now been staked out. I was at the ground yesterday with Col. Gzowski to see it. It is a little farther north than the place you mention, as it enters from St. George Street just south of Mr. Ramsay Wright's lot. Still it is south of the drive by which the Park has to be crossed to reach the St. Joseph Street entrance—practically coinciding with the present gates, though it reaches them by a curve which saves the finest of the trees and will make a very attractive road.

I send your letter to the Bursar who will communicate it to other members of the Board. I am leaving town on Tuesday for a week or more. There need now be no delay.

Yours truly,

C. S. PATTERSON.

W. G. McWilliams, Esq., City Solicitor.

CXIII.

Minute No. 215, passed August 13th, 1887.

The following communication from the City Solicitor was read before the Property Committee.

Re YONGE STREET COLLEGE AVENUE.

TORONTO, JULY 7th, 1886.

DEAR SIR,—This matter of entrance from the Lots adjoining the Avenue is still pending. The Solicitors for the University inform me that there are a large number of the property owners on the south side of the Avenue east of McCaul Street, and on the north side of the Avenue, east of the east limit of the University lands, who refuse to come to any arrangement or to sign any agreement authorizing them to have an entrance to the Avenue, and they now write me to say that unless the whole matter is settled before the end of Vacation, they will go on with the action for forfeiture of Lease. I had supposed that everything was in a satisfactory course of settlement, but it seems that certain of the property owners are determined to defy the City and University both. Under

the circumstances I can see no other course open to the City if the Council do not wish to forfeit the lease of the Avenues and Park, except to proceed to fence off all property where the right of entrance has not been duly secured. If these property owners are in trouble now, they have only themselves to blame, as they had at one time the chance of getting the entrance upon signing an agreement as to the character, use and maintenance of the property, and paying the costs of the Solicitors for the University preparing same.

Yours truly,

W. G. McWILLIAMS.

John Irwin, Esq., Chairman Property Committee.

CXIV.

Re QUEEN STREET COLLEGE AVENUE.

Toronto, 14th July, 1887.

DEAR SIR,—Complaint has again been made that the fence has again been broken down between the Avenue and the lane in the rear of the houses 217, 239, 241, and 243 on Simcoe Street, and the result is great annoyance to the residents on Simcoe Street, and injury to the trees, etc., in the Avenue. The land is made the nightly haunt of loose characters, who, when found, have three means of escape instead of two. You will remember that it was ordered last year by the Property Committee that the fence at this place should be repaired and no entrance to the Avenue allowed. Please attend to this at once, and oblige,

Yours truly,

W. J. McWILLIAMS.

John Chambers, Superintendent of Parks.

CXV.

Re ST. GEORGE STREET ENTRANCE TO QUEEN'S PARK.

Toronto, 8th August, 1887.

DEAR SIR,—Enclosed herewith I beg to forward you a letter from the Hon Mr. Justice Patterson respecting the location of the roadway across the University lands. You will observe that the line of the road will probably come just south of Mr. Ramsay Wright's house, or, in other words, along the northern side of the vacant lot now crossed by the footpath. If the City is content with a street laid out in this way, the next thing necessary is to acquire the 66 feet of land lying between the western terminus of the line of road laid down by the University authorities and St. George Street. We will require the survey to be continued westward to St. George, and that having been done, and the ownership of the land required to be taken having been ascertained, we will either acquire the land by purchase, if we can agree with the owners on the price to be paid for it, or, failing that, a By-law must be passed with the usual formalities, taking the lands and leaving the price to be settled by arbitration. Please have this matter dealt with at the earliest possible moment, and if the street is to be opened let it be done without more delay.

Yours truly,

W. G. McWILLIAMS.

Wm. Carlye, Esq., Chairman Works Committee.

CXVI.

Toronto, August 8th, 1887.

W. G. McWilliams, Esq., City Solicitor, Toronto.

DEAR SIR,—I have seen Colonel Gzowski and Mr. Justice Patterson respecting the proposed road, and they direct me to say that they cannot so far recede from what was considered the interest of the University as to consent to the road being immediately north of W. Scott's house, which would leave only five hundred feet clear from the University buildings. They think the road should be where now staked out, and should be at least eight hundred (800) feet north of the present buildings.

Yours truly,

J. E. BERKELEY SMITH.

Bursar.

CXVII.

Re ST. GEORGE STREET ENTRANCE TO QUEEN'S PARK.

Toronto, 9th August, 1887.

DEAR SIR,—Enclosed herewith you will find a letter from J. E. B. Smith, Esq., Bursar University of Toronto. As I understand the matter, the proposed street across the University lands would if continued strike St. George Street immediately to the south of Mr. Ramsay Wright's house. I have asked Mr. Sankey to shew on the plan the distances. 1. From Bloor Street south to the proposed road. 3. The distance from the north limit of the University building to the proposed road. With this information your committee will be able to judge of the advantages and also of the disadvantages of the proposed road. I may add that His Worship the Mayor and I had an interview with the Hon. Mr. Justice Patterson, who is, I understand, largely responsible for locating the line of the proposed road across the University lands, and we urged the objections strongly as we could to the line of road being carried so far to the north. He promised to consult with Col. Gzowski, and this letter from Mr. Smith would appear to be the outcome of our interview. I await instructions from your Committee.

Yours truly,

W. G. McWILLIAMS.

Wm. Carlyle, Esq., Chairman Works Committee.

CXVIII.

Minute No. 215 of Property Committee, August 13th, 1887.

Ordered.—That the City Solicitor be requested to take immediate steps to compel the property owners who have not acquired right of way to the Avenues to either obtain such right or stop up such entrances, and that he be and is hereby authorized to take such steps as may be necessary to enforce this order.

CXIX.

Re ATTORNEY-GENERAL v. TORONTO.

Toronto, October 13th, 1887.

W. G. McWilliams, Esq., City Solicitor, Toronto.

DEAR SIR,—I do not understand why there should be such a change in the view you take of the matters in question in this suit.

We have let the matter stand all this time upon the assumption and repeated promise that you were to take steps to make the parties comply with the terms upon which they can acquire the use of the Avenue, and now without any change of circumstances, so far as we can see, you recede from that position, and desire liberty to defend the action.

We do not think, without putting ourselves in a wrong position towards our clients, we can consent to the matter being opened up.

Yours truly,

W. MACDONALD.

CXX.

Re QUEEN'S PARK DRIVE.

Toronto, November 30th, 1887.

DEAR SIR,—Your letter date the 27th instant relating to the above matter has been forwarded to me. The work which is being done is done on the line laid down by Mr. Gzowski and the Honorable Mr. Justice Patterson. The agreement will be entered into at once. If the work was not done now, it would have to stand over until next spring. I therefore ask that you instruct Mr. Macdonald, your Solicitor, to send me the draft of the agreement which the University requires from the City, and I will have the matter closed up with all possible dispatch.

Yours truly,

W. G. McWILLIAMS.

J. E. Berkeley Smith, Esq., Bursar,
Toronto University, Toronto.

CXXI.

ATTORNEY-GENERAL v. TORONTO—2ND SUIT.

Toronto, 4th January, 1888.

DEAR MACDONALD,—I have ordered the fence to be restored between the University lands and the lands fronting on St. George, and it will be done at once. The City Engineer has just called, and says it will be done the first thing in the morning.

Yours truly,

W. G. McWILLIAMS.

Wm. Macdonald, Esq., Messrs. Kerr, Macdonald & Co.,
Barristers, Toronto.

CXXII.

ATTORNEY-GENERAL *v.* TORONTO—1ST SUIT.

Toronto, 4th, January, 1888.

DEAR MACDONALD,—Will you consent to allow me file a statement of defence in this action and waive the order P. C., or must I apply to set aside order and get leave to file statement? You know there can be no doubt about my succeeding on application. The only question is one of costs. I will file statement within a week if you give the consent. I might be able to do so sooner, but I am ordered to Ottawa to-night and can do little this week.

Yours truly,

W. G. McWILLIAMS.

*W. Macdonald, Esq., Messrs. Kerr, Macdonald & Co.,
Barristers, Toronto.*

CXXIII.

ATTORNEY-GENERAL *v.* TORONTO—*Re* QUEEN'S PARK AND COLLEGE AVENUES.

Toronto, Jan. 31st, 1888.

DEAR SIR,—This case has been pending since the end of 1885. The action was brought by the Bursar of the University and Colleges for the forfeiture of the Lease to the City of the Queen's Park and College Avenues, on the ground that the city did not comply with the covenant to keep up fences and allowed the Park and Avenues to be used for other than Park purposes. The real difficulty is that a large number of persons owning property on both Avenues, but more particularly on the Yonge Street Avenue have without any consent from the University authorities or from the City made their Lots to front on the Avenues, and treating the Avenues in all respects as if it was an ordinary highway. They have been repeatedly notified that this could not and would not be permitted unless they communicated with the University authorities for the privilege and entered into an agreement not to use their property for other than private resident purposes. Since the action commenced the owners of the lands on the south side of the Yonge Street College Avenue, between McCaul street and Beverley street, have complied with the conditions required of them; but the owners for the most part east of the Queen Street Avenue on the Yonge Street Avenue refuse to comply with the requirements of the Senate Committee. I have procured the matter to stand over from time to time, but when it came up two weeks ago it was ordered to come on peremptorily to-day. I made application to put the matter off again to-day; and the whole matter having been fully considered by Mr. Dalton as well as by Mr. Justice Street, the latter to-day made the order declaring the lease void on the ground of non-fulfilment of the covenants on the part of the City. I have no doubt that if the City put up the fences required, and closed all unauthorized entrances upon the Avenues, the Court would relieve the City from the forfeiture. I think the best thing to be done is to appoint a special committee to wait on the Senate Committee and ascertain just what they want and require to waive the forfeiture.

Yours truly,

W. G. McWILLIAMS.

E. F. Clarke, Esq., Mayor of Toronto.

CXXIV.

IN THE HIGH COURT OF JUSTICE,—QUEEN'S BENCH DIVISION.

Before the Honorable Mr. Justice Street, Tuesday, 31st January, 1888.

BETWEEN

Her Majesty's Attorney-General for the Province of Ontario on the information of John Edward Berkeley Smith, Bursar of the University and Colleges at Toronto,

Informant.

AND

The Corporation of the City of Toronto,

Defendant.

This action coming on this day on motion for judgment, upon reading the Notice of Motion, the affidavit of service hereof, the affidavit of William Macdonald, and upon hearing counsel on both sides,

(1) It is ordered and adjudged that the lease dated the first day of January, A.D. 1859, between David Buehan, the then Bursar of the University and Colleges at Toronto, of the first part, and the Corporation of the City of Toronto, of the second part, being the lease referred to in the Statement of Claim herein be forfeited and avoided, and the same is hereby declared to be forfeited.

(2) It is also ordered and adjudged that the defendants deliver up the said lease to be cancelled, and

(3) It is further ordered and adjudged that the defendants do pay to the informant the costs of this suit and of and incidental to said motion.

The above costs have been taxed and allowed at \$ as appears by a taxing officer's certificate dated the day of 1888.

Judgment filed and entered this 15th day of February, 1888.

JAMES S. CARTWRIGHT, REG. Q. B. D., H. C. J.

True copy of judgment entered herein on the 15th day of February, 1888.

JAMES S. CARTWRIGHT, REG. Q. B. D., H. C. J.

CXXV.

ATTORNEY-GENERAL v. TORONTO—*Re QUEEN'S PARK.*

Toronto, February 1st, 1888.

DEAR SIR,—Since the judgment was given yesterday in this action declaring the lease forfeited I have been thinking the matter over with a view of seeing the outcome of it, and I confess the situation is very much mixed. As I understand the case the University has granted to various parties whose lands adjoin the Avenues the right to front their lots on the Avenues. These rights have been granted both on Queen Street Avenue and Yonge Street Avenue. The University has also filed a plan dedicating certain streets showing the Park Lots laid out fronting those Streets and overlooking this Park, and has leased these lots. Then there are the new Parliament Buildings, going up, with the consent of

both the City and the University, and Colleges. Considering the whole position I think you will agree with me that the only way out of the difficulty is for the City Council, the Senate Committee and the Ontario Government to come together and enter into such agreements as may be practicable. I confess I do not see how it is practicable for the City to fence off those parties who refuse to enter into agreements with the University. A better way would be to get such legislation, if possible, as will enable the city to make a local special assessment on those parties, and pass a By-law prohibiting the use of any property fronting on the Avenues for other than residence purposes. I am anxious to do everything in my power to preserve the character of the Avenues, and prevent the erection of any thing but first class-residences overlooking them; but you must admit there are difficulties in the way, which I think can only be removed by the united action of the City Council and the Senate, with the assistance of the Ontario Government. Now that the lease is declared forfeited, what would be the position should the City cease to light the Avenues and Park and clean the sidewalks?

The University are not in position to close up the Avenues and Park. The doing of this would involve the Senate Committee in a conflict with the Lessees of University lands and with those to whom license has been granted to use the Avenues.

On the whole I am inclined to think that you will find some difficulty in availing yourself of the order made, and that it would have been better to have allowed me to put in a statement of defence, and then the whole case would have been gone into, all the facts would have come out, all of the difficulties would have presented themselves, and it would have been made clear that the practical outcome of the whole matter is not at all clear. Let me know what you think of the situation and the suggestions I have made.

Yours truly,

W. G. McWILLIAMS.

Wm. Macdonald, Esq., Messrs. Kerr, Macdonald & Co.,
Barristers, Toronto.

CXXXVI.

Minutes of Committee on Property. Passed February 4th, 1888.

The Committee proceeded to consider what steps should be taken by the City in view of the fact that the Court has declared the lease held by the City of the Queen's Park and Avenues to be forfeited.

After fully discussing the matter, it was ordered that a sub-committee consisting of His Worship, the Mayor, Aldermen Hallam, Maughan, Gibbs, Roof, and the Chairman, (Ald. Irwin), be appointed to confer with the Senate of the University with a view of arriving at a satisfactory settlement of the difficulty.

Ordered, that the City Solicitor be instructed to forthwith prepare a synopsis of the various matters in-dispute between the City and the Toronto University in relation to the lease of the Queen's Park and Avenues, showing the exact position and rights of the City at the present time, and that the same be printed, and a copy thereof forwarded to each member of this Committee.

CXXVII.

Re QUEEN'S PARK AND AVENUES, ATTORNEY-GENERAL V. THE CITY.

TORONTO, February 6th, 1882.

DEAR SIR,—In this matter, the Senate of the University (in the name of the Attorney-General) ask for an Injunction against the City of Toronto, restraining the City from using the Queen's Park and Avenues otherwise than as a Park and Avenues, and for forfeiture of the lease under which the City holds the Park and Avenues, on the ground that the City has not observed the conditions of the lease.

1. The lease in question binds the City to keep the Park and Avenues for the purpose of a Park and Avenues and for no other purpose whatsoever.
2. The roads and ornamental grounds within the Public Park and the Avenues and other approaches thereto, with the gates and fences belonging thereto, shall be put in repair and kept in repair by the City Council.

In case of neglect or refusal on the part of the City Council to perform the stipulations contained therein, the Bursar may re-enter the lands demised and the lease may be declared forfeited.

This agreement is modified to some extent by an agreement of 19th July, 1883, by which the Senate, on certain conditions therein fully set forth, allowed the Street Railway Company to lay lines down Yonge Street Avenue. This agreement, however, in no way affects clauses (1) and (2) above referred to.

The statement of claim on the part of the Attorney-General, represented as aforesaid against the City, after reciting clauses (1) and (2), sets out

- (1) That the City of Toronto have used the Park and the Avenues for other purposes than those of a Park and Avenues.
- (2) That the gates and fences are not being maintained, but are being removed, and unauthorized entrances into the Avenues and Parks are being made and used.
- (3) The ornamental grounds are not kept in order by the City of Toronto.

The whole question involved is this, the Senate do not wish the Avenues to be used as public streets whilst the public generally and the owners of property adjoining the Avenues desire to use them as such, and have been using them as such.

The University authorities decline to allow the owners of lands adjoining the Avenues to front their lots on the Avenues and have entrances therefrom into the Avenues—unless the owners of such lots enter into an agreement not to use their property for other than residence purposes, to maintain such fences as the University Senate Committee may approve of, and make a payment of, I think, \$5 per foot frontage on their lots for such privilege.

These conditions have been accepted by the owners of the lands on the south side of Yonge Street College Avenue between McCaul Street and the west end of the Avenue.

The owners of the other lands adjoining the Avenues have for the most part refused or neglected, although frequently notified and requested so to do, to enter into any agreement, and continue to use the Avenue in such way as they think fit. The University authorities also require that certain streets which have been opened into the Yonge Street College Avenue without their consent by taking down the fences across the streets, shall be closed and the fences restored. If my memory serves me, the only entrances authorized since the execution of the original lease which provides for them at Grosvenor Street, St. Alban's or Wellesley Street, Bloor Street, Yonge Street, Queen Street and College Street, and Elin Street, Elizabeth Street, University Street and McCaul Street. There are other streets which have been opened into the Yonge Street College Avenue besides those above enumerated, in which no authority was ever obtained, so far as I know, and those openings are objected to as above stated.

Negotiations are now pending with reference to the opening of St. Joseph Street into the Park, and also what is known as the Queen's Park Drive across to St. George Street, between Sussex Avenue and Harbor Street. The draft agreement for those last named street openings, as submitted by the Solicitor for the University, Wm. Macdonald, Esq., is herewith enclosed for the information of yourself and of the other members of the Sub-Committee; also, a copy of the lease and agreement of 19th July, 1833.

Yours truly,

W. G. McWILLIAMS.

CXVIII.

The City Clerk, Toronto.

TORONTO, April 16th, 1888.

SIR:—I have been requested by the Board of Trustees for the University of Toronto to communicate to you the following resolution of the Board:

"That in view of the appropriation recently made or proposed to be made by the Corporation of the City of Toronto for expenditure in what was recently known as Queen's Park, the Bursar be requested to call the attention of the Mayor to the fact that the lease made between the late Bursar and the Corporation of the City of Toronto, dated the 1st day of January, 1859, has been cancelled by judgment of the High Court of Justice."

I have the honor to be, sir,

Your obedient servant,

J. E. BERKELEY SMITH,

Bursar.

John Irwin, Esq., Chairman, Committee on Property.

CXXIX.

ATTORNEY-GENERAL *ex rel* SMITH v. THE CITY OF TORONTO.

APRIL 28th, 1888.

His Worship the Mayor, Toronto.

MY DEAR MR. MAYOR,—In accordance with the decision arrived at in our conversation a few days ago, I yesterday made application to the Honourable Chief Justice

Armour to extend the time for appealing from the judgment pronounced herein by the Honourable Mr. Justice Street on the 31st January last, whereby the lease from David Buchan to the City of the 49 acres included in the Park and Avenues was declared to be forfeited for breach of the City's covenants therein contained, and directed to be delivered up to be cancelled. It appeared from the affidavits filed in answer to the application, that this matter has been pending since 1883; that the action was commenced in February, 1886, and the Statement of Claim filed on the 16th of March in that year; that no Statement of Defence was put in on behalf of the City; that in June, 1886, a motion was made for judgment as on default of defence, after which considerable negotiation and correspondence took place between the authorities of the City and the University with a view to removing the causes of action complained of; that in December, 1887, during the pendency of these negotiations, the City gave notice of an application to the Legislature of Ontario for an Act declaring the Yonge Street Avenue a public highway. The University authorities took umbrage at this, at once renewed their motion for judgment, and succeeded in obtaining final judgment on the 31st of January last, as above stated. The time for appealing from said judgment expired on the 2nd of March last, unless extended by the Court or a Judge. Upon the affidavits filed, the Chief-Justice was of opinion that the City had been guilty of such negligence and delay as to disentitle them to any indulgence, and he therefore refused the application for leave to appeal. I cannot recommend that any further or other application be made for this purpose, as I feel satisfied that it would be unsuccessful, and would only involve the City in further costs.

The result then is that the lease is cancelled, and the property reverts to the University. If the City desires the Park and Avenues to be kept open to the public, fresh negotiations should at once be entered into with the University authorities, and I cannot too strongly recommend that this be done without further delay. It is, at all events, important to ascertain upon what terms such an arrangement is possible. If the conditions proposed by the University are not reasonable and fair, it will be proper to consider whether the City should re-assume the burden of maintaining this property.

Yours truly,

C. R. W. BIGGAR.

CXXX.

MINUTES OF CITY COUNCIL, APRIL 30TH, 1888.

Ald. McMillan, seconded by Ald. Gibbs, moves that His Worship the Mayor, Aids. Irwin, Hallam, Maughan, Roaf and the mover and seconder of this resolution, be a special committee to confer with the Hon. the Attorney-General, and the University authorities, with regard to the keeping open of the Queen's Park and the Avenues leading thereto, and to report to this Council the result of their conference at the earliest moment, and that the 33rd and 35th Rules of this Council be dispensed with so far as they relate to this motion.

Carried, with the addition to the Committee of the names of Ald. Boustead and Baxter.

CXXXI.

PARK AND AVENUES.

TORONTO, May 11th, 1888.

John Blevins, Esq., City Clerk, Toronto.

DEAR SIR,—I beg to inform you that the Board of Trustees of the University of Toronto have arranged to meet the special City Council *re* Park and Avenues on Monday next, 14th inst., at 4 p.m., at the Board Room of the Building and Loan Association, corner of Toronto and Court Streets. I have written to the Honorable the Attorney-General asking him to attend.

Your obedient servant,

J. E. BERKELEY SMITH,

Bursar.

CXXXII.

CONFERENCE *RE* LEASE OF QUEEN'S PARK AND AVENUES.

On Monday afternoon, May 13th, 1888, the Special Committee of the City Council held a conference with the Board of Trustees of Toronto University in reference to the Queen's Park Lease. The meeting took place in the Board Room of the Building and Loan Association, on Toronto Street. Those present for the City were: Mayor Clarke, Alds. Hallam, McMillan, Baxter, Irwin, Roaf, Gibbs and Maughan, City Solicitor Biggar, and Assistant Clerk Littlejohn. For the University: Dr. Daniel Wilson, Mr. John Hoskin, Q.C., Dr. Larratt W. Smith, Mr. A. H. Campbell, Solicitor Wm. Macdonald and Bursar J. E. Berkeley Smith.

Mayor Clarke stated that they were present to ascertain upon what terms the Lease of the Queen's Park might be restored.

Mr. Hoskin said: Four of the Trustees are present, and two others, Col. Gzowski and Mr. Justice Patterson, who have taken an active part in this matter, are unavoidably absent. The Board thought it advisable to hear what proposition the City has to make. As the matter now stands, the Board of Trustees are possessed of the Park and the Avenues leading thereto. We are Trustees just the same as though we were Trustees for any one of you. No question of sentiment can enter into this question at all. It may be as well to know two things: We desire to meet the City fairly—as fairly as we can, regard being had to the duties imposed upon us. You must bear in mind that we represent the University; that the funds are very low, and that the University is not in a position to give away any of its estate. While wishing to deal fairly and equitably, it is just as well to know that this question comes down to a matter of dollars and cents. You might as well know this now as six months hence. I am ready with my colleagues to enter into any necessary explanation of this matter, and in the meantime if you have any propositions to make we shall be very happy to consider them. We have met you the very first opportunity we had. Our Board does not meet regularly, and the moment your communication came, we called a meeting and the result is our conference to-day. I reserve any explanation of the position we take, and I hope we

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shall be able to come to some amicable arrangement. The University received no benefit from the City of Toronto, and its very valuable property was a gift to the rich City. I want you to bear that in mind, and when you are thoroughly imbued with this I hope you will be able to show that we are acting justly towards the City of Toronto. We are all citizens of Toronto, but at the same time we have to discharge our duty to the interests we represent.

Mayor Clarke—Are we to understand that the University will not consent to a renewal of the Lease on the terms existing before it was cancelled.

Mr. Hoskin—Yes.

The Mayor—Well, what proposition have you to make to us that we can carry to the Council so that the people may again be placed in possession of the Park and the Avenues?

Mr. Hoskin—It is not desirable that we should show what action we propose to take, because we do not know whether you are willing to enter into an arrangement with us. Then whatever we do has to meet with the approval of the Government, as all we do has to get their consent. The matter has hitherto been left in our hands. They have been advised of the steps we are taking and they have not thought fit to give us any advice or suggestion, and we infer from that that they have no objection to our action. I am of opinion that if we went to the Government they would say, carry out your trust and after you have come to some agreement come to us. I think they will be ready to endorse our actions. The County members would have a leaning towards the University. They would see means whereby the assets of the University can be made available for the furtherance of the University's work, and it is not the selfish thing to say that our action is to the advantage of the country at large. Are you prepared with a scheme that involves dollars and cents?

The Mayor—We are not authorized to make any definite arrangement, and, of course, we cannot come to any decision until some proposition is submitted to the Council.

Mr. Hoskin—Well, I may tell you now, as it has to come sometime or other, our suggestions are these: There are three avenues, two leading ones and a shorter one, and I propose to divide the scheme into two branches. It has been so considered by the Trustees. Probably we may take the avenues first; the Queen Street and the Yonge Street Avenues and the smaller one leading to Bloor Street. These Avenues are vested in the Crown for the benefit of the University with all that that means. The land is theirs, the right to use it is theirs, and no question of user of the Park by the people can arise, for, as your Solicitor will tell you, the right being vested in the Crown, no rights can arise adverse to the Crown. It will be well if we can devise some scheme whereby friction will be removed and the question placed beyond dispute for all time to come. Our suggestion is this: That the matter of these avenues and the interests of the University therein shall be the subject of arbitration; that the City shall take them over out and out and pay what may be determined upon by arbitration. That will enable the City to deal with all those who front on those avenues. Many are under the supposition that they have the right to open their gates upon these avenues whether the University is willing or not; of course, they have no such right. Some have paid for

the privilege while others have neglected to do so. We thought it better that the City should take over these avenues and make arrangements for their maintenance and arrange with the property holders. They would then be under the control of the Corporation. With regard to College Avenue, we think that ought to be open to the City. As citizens of Toronto we cannot shut our eyes to the fact that this is one of the main arteries of the City and ought to be open to the citizens. This is even though we cannot come to an arrangement regarding the other branch—the Park proper. The other branch is this: That which relates to the Park itself. I do not know what the acreage is, but roundly, I think, outside of the Parliament buildings, it would be about 25 acres. We are speaking now of all that is embraced in the original lease except such portion as may be appropriated by the Government. It is probably from 20 to 25 acres. Whatever was embraced in the old lease when it was the Queen's Park we will call University Park now, as it is Queen's Park no longer. Whatever the old lease embraced is now to be the subject of arbitration. We all know these 25 acres are very valuable. Without wishing to cast any reflection upon those who made the agreement, the University got a very poor return for making over to the City this valuable asset.

The Mayor—It was not very valuable then, though. Might I ask, whether in the event of arbitration, allowance would be made for the money spent in improving the Park and Avenues.

Mr. Hoskin—Well, the money spent upon the property was not 2 per cent.

Alderman Baxter—Is that looking at it for speculative purposes or for Park purposes.

Mr. Hoskin—We have discussed this, and have come to a reasonable conclusion and one we can probably with little persuasion induce the Government to adopt. This is very valuable land, because it is immediately available for first-class residences. We think that that parcel is worth at least \$500,000, which, at 5 per cent., would be \$25,000 per year. Of course this would be very nice for a poor University, but we do not propose to ask it. As trustees, however, we think we would be perfectly justified in asking it, and indeed upon the terms we are now about to propose, we are liable to be accused of squandering our interest. The conclusion we came to was to lease those 25 acres for a period of 50 years to the City, renewable, leaving to those who may represent us, and who may represent you, to deal with this very troublesome question thereafter. If you fall in with our terms, you would be protecting the rights of the City, and we the rights of the University. We shall ask you to pay 2½ per cent. upon that money during that period. That will enable you, we giving you permission, to open up certain streets. An attempt was made some time ago to open up a street from east to west, north of College Avenue. We will give you permission, under certain restrictions, to do that. Through the Park proper teams and heavy loads shall not be allowed to pass. That should be under the superintendence of the City itself. If the City does not feel disposed to accept these terms, then we must be left to deal with the matter as we think fit. We may have to apply to the Legislature for certain powers that we think we shall have no difficulty in getting. I presume you may have seen some county papers upon this subject. That will give you an idea of what is thought of the question in the county districts. We are prepared, whatever the sum may be, to take a bond payable at the same rate you can get money for in England, whatever the current rate may be. We are prepared to take this bond so as to make it light for the City. As to the other,

we think we have made a very fair and equitable proposition. It is not a selfish arrangement, and it is just as well to come down to the subject—dollars and cents.

An Alderman—That is evident.

Mr. Hoskin—There is no use raking up past grievances. The conduct of the City towards the University has not been very considerate in various respects, but I do not want to create any irritation. Of course an attempt was made to get through the Legislature a Bill to expropriate the Avenue.

The Mayor—Excuse me, Mr. Hoskin, but we have to-day made a rigid investigation; and we cannot find where the late Solicitor obtained permission to put an advertisement in the *Gazette*. He claimed that ex-Mayor Howland and Alderman McMillan had given him instructions to do so, but Alderman McMillan denies and states that the Council had given contrary instructions. Mr. Howland also denies having given that instruction. It was done without authority.

Mr. Hoskin—However, with regard to by-gones, it is no use going into them. Our friends, Alderman Hallam and Baxter, may shake their heads at the sum mentioned, but place yourself in our position and any real estate agent will tell you at 6 per cent. that property would realize us from \$30,000 to \$40,000 per year. That is not a very large sum for the City to pay for such a handsome property. Many difficulties would be removed. It is just a question of keeping up the roads, which is not very expensive, and you will be getting an ever increasing revenue from the property. Of course, it is your desire to make the best terms with us, but I ask you in all seriousness to take into consideration the object we have in view. It is for the benefit of your sons and for the benefit of this country at large. It is all the University can do to make both ends meet. The professors are very poorly paid, and the chances are very slim that the University can meet its expenses. We think honestly that we have put our terms very low. As to the avenues, of course you cannot object to our proposition. You can select your arbitrator and we can select ours. We do not think the Government would sanction our making any other terms, and I think they are very reasonable. I hope you will be able to see your way clear to deal with us. We would prefer this to taking over the property from the City and dealing harshly. This is a painful case to the City, and we now make you as reasonable a proposition as was made to you in the year 1859. I am authorized to say that these are the terms. Of course there is the arrangement as to gates upon the Park property. I do not refer to Queen or College Avenues, as they will then be public highways, but I think there should be gates at the Bloor Street Avenue and Boulevards there. That, however, is a matter that can be dealt with after.

The Mayor—If the City agrees to enter into the arbitration, would that be upon the present position of the avenues, or would anything be allowed for the money expended?

Mr. Hoskin—If you take the money expended and take the value of the property you will find that you have not paid 2 per cent. upon it. I want you to mention this one fact, take one avenue alone—Queen Street Avenue, for instance—that is about 3,000 feet and about 150 feet deep, and is worth at least \$180,000. We

cannot shut our eyes to that fact. It is a very valuable estate for the University, but we are quite prepared to leave the matter to arbitration, and I do not think you will find that we are unreasonable if you meet us all round.

Dr. Wilson—Allow me to say a few words about fences. The public have entirely lost sight of our claim, and the City has also failed to realize. The Park is not part of the original endowment, but was actually bought as a site for the University. Now, it is quite clear that persons having back yards extending to the avenue have no right to make a frontage on the avenue any more than upon any other property. Now, take for example Grenville street. The back yards of houses there face upon College (or Yonge street) avenue, and those parties proceeded to build and open up upon our private road as if it were a public street. It could not be right that the City should take that avenue and allow us nothing in return. On Murray street parties were about to lay out property, putting on the Queen street avenue as though it was a public highway. It must be clear that it cannot be to the interest of the City any more than to the University to enable parties to double the value of their property by opening up upon the Park avenue. At the same time I hope that the citizens will fully realize that there ought to be no antagonistic interests between the City and the University. Take for example Cobourg, Woodstock and other places; they have offered to pay large sums to try and get the Universities to remain with them, and you have got the leading University at your own doors. You have its revenue expended in your City, its students and professors bring to the City a very large amount yearly, hundreds of families having settled here on account of the advantages offered by the University, but up to this time we have found no encouragement from the City corporation. We hope that you are now going to take more interest in and assist us. I think the proposition that Mr. Hoskin has laid before you is very fair and just. You will find that you will be able to obtain a very fair revenue from the property holders in that neighborhood. Altogether I hope that a friendly arrangement will be arrived at.

Alderman Baxter—It struck me from the foregoing remarks that were made by Professor Wilson, that a hypothetical case might be given. We appreciate the kind words and appreciate the desirability of reserving this University with all its advantages in our midst; but supposing that we can show that from no fault of the Corporation has the present condition of affairs been brought about. Gentlemen of the University, what have we done? Wherein have we transgressed? And supposing we did—seeing that you are Trustees for the University, and we are Trustees for the Citizens' interests—what is it that you now find fault with? And supposing that we can satisfy you on that point, would not that be fair?

Mr. Hoskin—Gentlemen, I have already expressed to your Committee the position we occupy. We have certain duties to discharge, and our duties are set forth in the statement I have made to you. I do not think the City is entitled to any consideration at our hands. It is partly a desire to meet you in a friendly spirit that has induced us to come down in this way. There is none of us personally interested in this question. I am sure it is not a very pleasant task that has been cast upon our shoulders. It is our duty to do as we have done, and we have not endeavored to shirk it. We are not in a position to make any terms other than those proposed, and I say again, that if sold, the property would realize us \$40,000

per year, and when we come down to take less than one-third, we do very fairly. As to the mode of payment, we have agreed to take payment in the way intimated, thus making it very easy for the City at present.

The Mayor—What about the position of the Park north of the Parliament buildings?

Mr. Hoskin—We based it upon 25 acres in round figures. If the City thought it desirable to enter into a new arrangement and take north of the road, we have no objection in the same proportion to make a lease of it.

The Mayor—Would not the money expended in bringing the avenues up to their present value be allowed us in the event of arbitration?

Mr. Hoskin—Taking what you have expended on the one hand, and taking the actual value of the land on the other, I am satisfied you have not spent one per cent. of the value of the land. I suppose that might as to expenditure and value, however, be taken into consideration by the arbitrators. They would probably look upon the question as a whole.

The conference then adjourned.

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