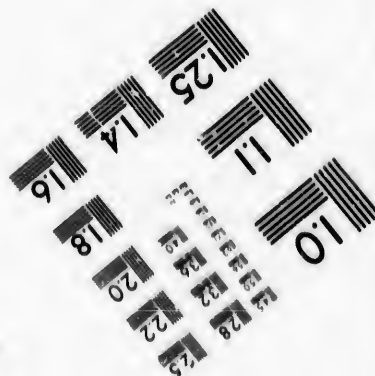
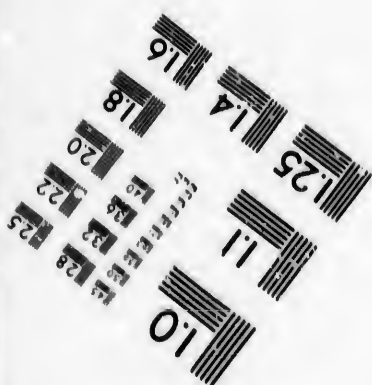
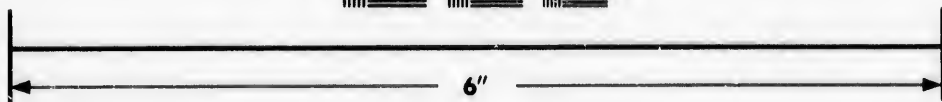
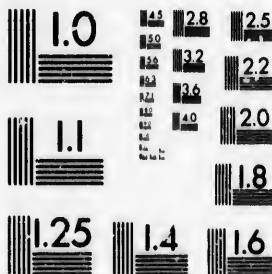


**IMAGE EVALUATION  
TEST TARGET (MT-3)**



**Photographic  
Sciences  
Corporation**

23 WEST MAIN STREET  
WEBSTER, N.Y. 14580  
(716) 872-4603

25  
28  
32  
36  
40  
2.5  
2.2  
2.0  
18

**CIHM/ICMH  
Microfiche  
Series.**

**CIHM/ICMH  
Collection de  
microfiches.**



**Canadian Institute for Historical Microreproductions / Institut canadien de microreproductions historiques**

11  
10  
01

**© 1986**

Technical and Bibliographic Notes/Notes techniques et bibliographiques

The Institute has attempted to obtain the best original copy available for filming. Features of this copy which may be bibliographically unique, which may alter any of the images in the reproduction, or which may significantly change the usual method of filming, are checked below.

L'institut a microfilmé le meilleur exemplaire qu'il lui a été possible de se procurer. Les détails de cet exemplaire qui sont peut-être uniques du point de vue bibliographique, qui peuvent modifier une image reproduite, ou qui peuvent exiger une modification dans la méthode normale de filmage sont indiqués ci-dessous.

- Coloured covers/  
Couverture de couleur
- Covers damaged/  
Couverture endommagée
- Covers restored and/or laminated/  
Couverture restaurée et/ou pelliculée
- Cover title missing/  
Le titre de couverture manque
- Coloured maps/  
Cartes géographiques en couleur
- Coloured ink (i.e. other than blue or black)/  
Encre de couleur (i.e. autre que bleue ou noire)
- Coloured plates and/or illustrations/  
Planches et/ou illustrations en couleur
- Bound with other material/  
Relié avec d'autres documents
- Tight binding may cause shadows or distortion along interior margin/  
Liaison serrée peut causer de l'ombre ou de la distorsion le long de la marge intérieure
- Blank leaves added during restoration may appear within the text. Whenever possible, these have been omitted from filming/  
Il se peut que certaines pages blanches ajoutées lors d'une restauration apparaissent dans le texte, mais, lorsque cela était possible, ces pages n'ont pas été filmées.
- Additional comments: [Printed ephemera] 1 sheet (verso blank)  
Commentaires supplémentaires:

- Coloured pages/  
Pages de couleur
- Pages damaged/  
Pages endommagées
- Pages restored and/or laminated/  
Pages restaurées et/ou pelliculées
- Pages discoloured, stained or foxed/  
Pages décolorées, tachetées ou piquées
- Pages detached/  
Pages détachées
- Showthrough/  
Transparence
- Quality of print varies/  
Qualité inégale de l'impression
- Includes supplementary material/  
Comprend du matériel supplémentaire
- Only edition available/  
Seule édition disponible
- Pages wholly or partially obscured by errata slips, tissues, etc., have been refilmed to ensure the best possible image/  
Les pages totalement ou partiellement obscurcies par un feuillet d'errata, une pelure, etc., ont été filmées à nouveau de façon à obtenir la meilleure image possible.

This item is filmed at the reduction ratio checked below/  
Ce document est filmé au taux de réduction indiqué ci-dessous.

10X	12X	14X	16X	18X	20X	22X	24X	26X	28X	30X	32X
				/							

The copy filmed here has been reproduced thanks to the generosity of:

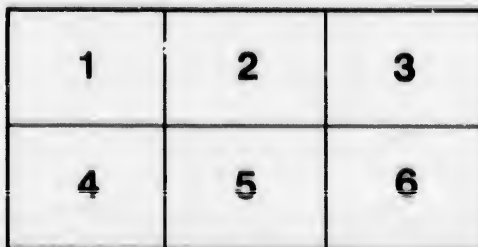
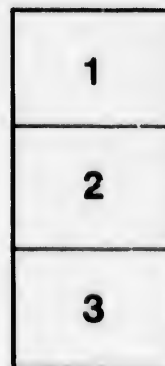
Douglas Library  
Queen's University

The images appearing here are the best quality possible considering the condition and legibility of the original copy and in keeping with the filming contract specifications.

Original copies in printed paper covers are filmed beginning with the front cover and ending on the last page with a printed or illustrated impression, or the back cover when appropriate. All other original copies are filmed beginning on the first page with a printed or illustrated impression, and ending on the last page with a printed or illustrated impression.

The last recorded frame on each microfiche shall contain the symbol  $\rightarrow$  (meaning "CONTINUED"), or the symbol  $\nabla$  (meaning "END"), whichever applies.

Maps, plates, charts, etc., may be filmed at different reduction ratios. Those too large to be entirely included in one exposure are filmed beginning in the upper left hand corner, left to right and top to bottom, as many frames as required. The following diagrams illustrate the method:



L'exemplaire filmé fut reproduit grâce à la générosité de:

Douglas Library  
Queen's University

Les images suivantes ont été reproduites avec le plus grand soin, compte tenu de la condition et de la netteté de l'exemplaire filmé, et en conformité avec les conditions du contrat de filmage.

Les exemplaires originaux dont la couverture en papier est imprimée sont filmés en commençant par le premier plat et en terminant soit par la dernière page qui comporte une empreinte d'impression ou d'illustration, soit par le second plat, selon le cas. Tous les autres exemplaires originaux sont filmés en commençant par la première page qui comporte une empreinte d'impression ou d'illustration et en terminant par la dernière page qui comporte une telle empreinte.

Un des symboles suivants apparaît sur la dernière image de chaque microfiche, selon le cas: le symbole  $\rightarrow$  signifie "A SUIVRE", le symbole  $\nabla$  signifie "FIN".

Les cartes, planches, tableaux, etc., peuvent être filmés à des taux de réduction différents. Lorsque le document est trop grand pour être reproduit en un seul cliché, il est filmé à partir de l'angle supérieur gauche, de gauche à droite, et de haut en bas, en prenant le nombre d'images nécessaire. Les diagrammes suivants illustrent la méthode.

arrata  
to

pelure,  
n à



# By-Law Respecting

WHEREAS, by certain articles of agreement bearing date the twentieth day of November, A. D., 1888, certain powers and privileges were granted by the Corporation of the City of Victoria to J. Douglas Warren, Andrew Gray, Thomas Shotbolt, Joseph Hunter and David Williams Higgins, and which said agreement is in the words and figures following:

Memorandum of agreement made and entered into this 20th day of November between the Corporation of the City of Victoria (hereinafter called the corporation) of the first part and J. Douglas Warren, Andrew Gray, Thomas Shotbolt, Joseph Hunter and David Williams Higgins, (hereinafter called the parties of the second part). Whereas the parties of the second part are desirous of forming a company for the purpose of constructing, completing and maintaining a proposed line of tramways, or street cars, in the said City of Victoria, and for making, doing and building all the acts, deeds, works and things necessary for the construction, completion and maintenance of such proposed line, and for that purpose have requested the Corporation to grant them certain rights, powers and privileges, and to permit them to make, do and perform and build certain acts, deeds, things and works which the Corporation have agreed to do. Now these presents witness that in consideration of the premises and of the covenants hereinafter contained, the Corporation hereby covenant with the parties of the second part, and the parties of the second part hereby for themselves jointly and severally covenant with the Corporation as follows:

1. That it shall be lawful for the parties of the second part to lay a single or double line of rails in the centre of the streets mentioned in the schedule hereto for the purpose of a tramway or a line of street cars, and for that purpose to enter into and upon said streets, and to do all necessary excavations and alterations upon and to grade said streets.

2. That it shall be lawful for the parties of the second part to erect poles and to lay overhead wires along all or any of the said streets and roads of the municipality of the City of Victoria for the supply of electricity for lighting and motor purposes and for any other electrical purpose, and for the purpose of the erection of such poles and the laying of such wires to enter upon any such streets and roads and to make such excavations and to do such acts and things as may be necessary.

3. That it shall be lawful for the parties of

for the carriage of passengers four miles of such track or tramway lines by the first day of July, 1890.

9. That the parties of the second part shall and will at all times during the construction of such tracks or tramway lines, or the erection of such poles and the laying of such wires, and during any repair or alteration of the same, take due and proper precautions for the safety of foot and other passengers, and of horses and carriages passing along the said streets, or any of them, on which such construction, alteration or repair is being performed.

10. That after the construction of such tracks or tramway lines or after the completion of any repair, addition or alteration to the same, and also after the erection of such poles and the laying of such poles, wires or any alteration repair or addition thereto, the parties of the second part shall and will repair and amend the said streets and leave them in as good a condition as they shall be in at the time of the commencement of such construction, alteration, repair or amendment so far as the same is compatible with the construction of such tracks or tramway lines or the erection of such poles and the laying of such wires, such work of reparation and amendment of the said streets to be done to the approval of the City Surveyor or some other competent person, to be approved of by the Corporation.

11. That the parties of the second part shall not, whilst they are running any cars over the said streets, under the powers hereinbefore given them, charge more than a maximum fare of 5 cents per head for a single trip over their said lines or any of them.

12. That the powers, permissions, authorities, rights and privileges, hereinbefore contained are granted by the Corporation to the parties of the second part for the term of 50 years from the time of the passing of any by-law authorizing the execution of this contract, and that the obligations hereinbefore imposed upon the parties of the second part shall be binding upon them so long as they shall run the said tramways or cars under the powers hereinbefore given them.

13. That if the parties of the second part shall under the powers hereinbefore contained, commence the construction of such tracks or tramway lines and shall not have four miles of the same thoroughly equipped and in running order for the carriage of passengers by the first day of July, 1890, it shall be lawful for the Corporation to enter into and upon and take possession of all tracks and rails laid

compensation or to the working of herein contemplated

20. The rail to shall be the flat streets mentioned for the horse-car railway

21. Each car shall be numbered

22. The cars shall be run on the streets mentioned which the said tramway shall be run in the summer and 15 at intervals of 15

23. The speed shall be not more than 10 miles an hour.

24. The conductor of each car shall be named in the names of the streets

25. The cars shall be used for the carriage of passengers

26. The parties of the second part shall be liable for all damages done by the construction or operation of the tramway or cars.

27. If the said tramway or cars be neglected to keep the same or crossing the same in good order, the parties of the second part shall be liable to keep the same in good order, and necessary repairs shall be made forthwith, or as soon as notice thereof shall be made, at a reasonable time thereafter, and the same shall be made and the amount thereof shall be paid by the Corporation or the parties of the second part, at the discretion of the Corporation or the parties of the second part.

28. That before commencing the construction of such tracks or tramway lines, the parties of the second part shall give notice to the Corporation or the parties of the second part, at least 30 days not less than 25 days before the commencement of the work, and the work shall be commenced steadily and rapidly as the work shall be had to the construction of the

W1035

# ing Street Railways.

CW 1035

18886

compensation or damage that may be occasioned to the working of the railway or to the works herein contemplated.

20. The rail to be employed by the said railway shall be the flat rail, such as is now generally used for the present system of electrical or horse-car railways.

21. Each car employed on the said railway shall be numbered.

22. The cars shall run over the whole of the streets mentioned in the schedule hereto, on which the said tracks are laid, at least 15 hours in summer and 15 hours in winter on each day and at intervals of not less than 30 minutes.

23. The speed of the cars shall never exceed 10 miles an hour.

24. The conductor or other person in charge of each car shall announce to the passengers the names of the streets as the cars reach them.

25. The cars shall be used exclusively for the carriage of passengers.

26. The parties of the second part shall be liable for all damages arising out of the construction or operation of the works herein contemplated.

27. If the said parties of the second part neglect to keep the tracks or roadway between same or crossings, between and on each side of the rails in good condition or to have the necessary repairs made therein as aforesaid, the City Surveyor or other proper officer shall give notice thereof, requiring such repairs to be made forthwith, and if not made within a reasonable time the said City Surveyor or other officer as aforesaid may cause the repairs to be made and the amount so expended by the Corporation may be recovered against the said parties of the second part in any court of competent jurisdiction.

28. That before breaking up, opening or interfering with any of the said streets for the purpose of constructing the said railway, the said parties to the second part will give or cause to be given to the said Corporation, at least 30 days notice of their intention and that no more than 2500 feet of the said streets shall be broken up or opened at any one time, and that when the work thereon shall have been commenced the same shall be proceeded with steadily and without interruption, and as rapidly as the same can be carried on, due regard being had to the proper and efficient construction of the same.

material provided therefor shall be to the satisfaction of the City Surveyor or such other officer as aforesaid.

34. That the poles used for supporting the electrical conduits shall not be inferior in appearance to those on the day of the date hereof used in Government street in the City of Victoria by the Telephone Company.

In witness whereof the parties of the second part have hereto set their hands and seals and the Corporation has caused the corporate seal of the City of Victoria to be hereto affixed.

Signed, sealed and delivered in the presence of

	Signed
(R. SINCLAIR.)	J. D. WARREN,
(R. SINCLAIR.)	ANDREW GRAY,
(D.W.HIGGINS.)	THOS. SHOTBOLT,
(D.W.HIGGINS.)	JOSEPH HUNTER,
(WM. HAMMOND.)	D. W. HIGGINS.

[L. S.]

### SCHEDULE.

- Fort Street to city boundary line east.
- Yates Street to Fort Street boundary line east.
- Johnson Street (part).
- Pandora (all).
- Cook, North Park and Pioneer Streets.
- Douglas Street to northern boundary of city limits.
- Hillside Avenue.
- Store, Discovery and Constance Streets.
- Rock Bay Bridge to Work Street.
- Bridge Street.
- Government Street and James Bay Bridge.
- Belleville, St. Lawrence, Menzies and Erie Streets to outer wharf.
- Simcoe Street to Beacon Hill Park.

Be it therefore enacted by the Municipal Council of the City of Victoria as follows:

1. That the said agreement hereinbefore recited shall be and the same is hereby ratified and confirmed, and the said J. Douglas Warren, Andrew Gray, Thomas Shotbolt, Joseph Hunter and David Williams Higgins and their assigns are hereby authorized to lay down and construct street railways on the streets mentioned in the schedule to the said agreement, and to operate the same under the conditions, provisions and restrictions (and not otherwise) in the said agreement contained, and such other regulations

erection of such poles and the laying of such wires to enter upon any such streets and roads and to make such excavations and to do such acts and things as may be necessary.

3. That it shall be lawful for the parties of the second part to run cars along and over any streets in the said schedule mentioned and along and over any street or streets in which the parties of the second part may at any time have power to lay a line of tramway, and also that it shall be lawful for the parties of the second part to propel and run such cars either by electricity, gas, compressed air or horse power.

4. That the parties of the second part shall have power to extend the said single or double tracks, and to erect poles for lighting and motor and other electrical purposes along any of the said streets or such other streets as may be deemed necessary from time to time, and for that purpose shall have power to make excavations upon, and to have the power of grading such streets, and all other rights and powers necessary for such extension.

5. That the parties of the second part shall have power to lay sidings along any of the said streets and to take up and replace the said tracks, or any part thereof, and to repair the same, and for these purposes, or any of them, to enter upon the said streets and to excavate and do any other act or thing necessary.

6. That the parties of the second part shall have the rights and powers necessary, and it shall be lawful for them to allow their cars and horses (if the same be used) to stand upon the said streets at certain points or places which shall be chosen by the parties of the second part as "stations" for such length of time as the parties of the second part shall deem fit.

7. That the parties of the second part shall have all other powers and rights necessary for the purpose of constructing such lines or tracks and of repairing, altering and maintaining same and for the purpose of erecting the said poles and of laying the said wires, and of repairing, altering and maintaining same all power and rights necessary for the erection of such buildings and the construction, alteration, maintenance and repair of all or any other works necessary for the purpose of such tramway and the transaction of any electrical business and all powers and rights necessary for the purpose of running and conducting an efficient line of street cars or tramways.

8. That the parties of the second part shall (if they intend to construct the said tramways or lines) commence the construction of the said tracks or tramway lines not later than the 1st day of October, 1890, and shall complete, and have thoroughly equipped and in running order

way lines and shall not have four miles of the same thoroughly equipped and in running order for the carriage of passengers by the first day of July, 1890, it shall be lawful for the Corporation to enter into and upon and take possession of all tracks and rails laid and all poles erected and wires laid by the parties of the second part, and thereupon the title of the parties of the second part to such tracks and rails, poles and wires, shall absolutely determine and cease and the same shall become forfeited to the Corporation absolutely, any rule of law or equity to the contrary notwithstanding. But that upon the Corporation exercising this last power all the liabilities of the parties of the second part under this contract shall cease and this contract shall thenceforth be null and void, and any by-law to be made touching this agreement may be repealed.

14. That nothing in this present contract contained shall be deemed to confer or be construed as conferring any exclusive privileges, rights or powers on or to the parties of the second part.

15. That all works necessary for constructing and laying down the several railway tracks shall be made in a substantial manner and according to the best modern practice, and under the supervision of the City Surveyor, or such other officer as the Council shall appoint for that purpose.

16. If horses are used the roadway between and within at least eighteen inches from and outside of each rail shall be paved or macadamized and kept constantly in repair by the said parties to the second part, who shall also be bound to construct and keep in good repair crossings of a similar nature to those at present or that may be adopted by the Corporation over the streets traversed by the said railway, at the intersection of every such railway track and crossings, whether at cross streets or otherwise.

17. The tracks shall conform to the grade of the said streets on which they are laid, as furnished by the City Surveyor or such other officer as aforesaid, and shall not in any way change or alter the same.

18. The location of the line of street railway in any of the streets shall not be made until the plans thereof, showing the position of the rails and other works in each street shall have been submitted to and approved of by the City Surveyor or such other officer as aforesaid.

19. The city authorities shall have the right to take up the streets traversed by the rails, either for the purpose of altering the grades thereof, constructing or repairing drains, or for laying down, removing or repairing water or gas pipes or electrical conduits of any kind, and for all other purposes within the province and privileges of the Corporation without being liable for any

menced the sa  
steadily and v  
rapidly as the  
gard being had t  
struction of the

29. That durin  
railways, due a  
leave sufficient s  
traffic and trav  
streets intersect  
sarily impeded, a  
provided and ke  
ond part, when a  
accidents to the

30. That the t  
railways, shall n  
shall be flush wi  
little obstruction  
the same, and th  
and for all and e  
soever to travel o  
with their vehicl  
so often as they  
not impede or in  
parties of the sec  
subject at all tim  
ties of the second  
istrators and ass  
with the said car  
any other vehicle

31. That the sa  
shall and will at  
and civil agents,  
charge of the car  
that the said part  
agents, conducto  
from time to tim  
continuance of th  
the rights and pr  
ate the said railw  
worked under suc  
the City of Victo  
quisite for the p  
property of the p  
lations shall not  
ed to the said par

32. That the wi  
shall be at a dista  
feet above the str

33. That the par  
dition to the p  
may lay, construc  
street railway, ov  
city, the tracks of  
be flush with the  
however, that the  
shall furnish and  
flooring over the  
and provided also  
bridge line and th

50

When the work shall have been commenced the same shall be proceeded with steadily and without interruption, and as rapidly as the same can be carried on, due regard being had to the proper and efficient construction of the same.

29. That during the construction of the said railways, due and proper care shall be taken to leave sufficient space and crossings so that the traffic and travel on the said streets, and other streets intersecting same, shall not be unnecessarily impeded, and lights burning or watchman provided and kept by the said parties of the second part, when and where required, to prevent accidents to the public.

30. That the tracks of said street railway, or railways, shall not exceed five feet in width and shall be flush with the street, so as to offer as little obstruction as possible to vehicles crossing the same, and that it shall and may be lawful to and for all and every person and persons whomsoever to travel upon and use the said tracks with their vehicles, loaded or empty, when and so often as they may please, provided they do not impede or interfere with the cars of the said parties of the second part running thereon and subject at all times to the right of the said parties of the second part (their executors, administrators and assigns) to keep the said tracks with the said cars when meeting or overtaking any other vehicle thereon.

31. That the said parties of the second part shall and will at all times employ careful, sober and civil agents, conductors or drivers, to take charge of the cars upon the said railways, and that the said parties of the second part and their agents, conductors and drivers shall and will from time to time and at all times during the continuance of this franchise and the exercise of the rights and privileges hereby conferred, operate the said railways and cause the same to be worked under such regulations as the Council of the City of Victoria may deem necessary and requisite for the protection of the persons and property of the public, and provided such regulations shall not infringe on the privileges granted to the said parties of the second part hereby.

32. That the wire along which the trolleys run shall be at a distance of not less than eighteen feet above the street.

33. That the parties of the second part in addition to the powers hereinbefore expressed, may lay, construct and operate a single line of street railway, over and along any bridge in the city, the tracks of such railway in any bridge to be flush with the flooring of the same; provided, however, that the said parties of the second part shall furnish and lay at their own expense a new flooring over the whole of any bridge so crossed; and provided also that the location of any such bridge line and the work done therein and the

and David Williams Higgins and their assigns are hereby authorized to lay down and construct street railways on the streets mentioned in the schedule to the said agreement, and to operate the same under the conditions, provisions and restrictions (and not otherwise) in the said agreement contained, and such other regulations as are herein set forth,

2. Before the said street railway is put into operation, the said J. Douglas Warren, Andrew Gray, Thomas Shotbolt, Joseph Hunter and David Williams Higgins and their assigns shall submit to the Corporation of the City of Victoria, for their approval, the rules and regulations for the government and guidance of the conductors, brakemen and drivers upon the said railways, and others connected with the working thereof, which said rules and regulations when approved of by the Council, shall be posted in some conspicuous place in each car or carriage.

3. The cars and carriages of the said J. Douglas Warren, Andrew Gray, Thomas Shotbolt, Joseph Hunter and David Williams Higgins or their assigns, while running on the said railways or any of them, shall have the right to use the said railways as against all vehicles whatsoever, and all other such vehicles using the said railways whether meeting, or proceeding in the same direction as the said cars or carriages, shall turn out of the said track of the said railways and permit the said cars and carriages to pass, and shall in no case and under no pretence whatsoever obstruct or hinder the passage thereof and the full use of the said railways by the said cars and carriages of the said J. Douglas Warren, Andrew Gray, Thomas Shotbolt, Joseph Hunter and David Williams Higgins or their assigns.

4. The Corporation of the City of Victoria reserves the right to grant permission to any person or persons or bodies corporate to cross and recross the lines of railway to be constructed on the streets mentioned in the said schedule or any other streets that may be hereafter used by the said J. Douglas Warren, Andrew Gray, Thomas Shotbolt, Joseph Hunter and David Williams Higgins or their assigns, but nothing in this section mentioned shall be deemed to restrict the generality of section fourteen of the said agreement.

This By-Law may be cited as "The Street Railway By-Law, 1888."

Passed the Municipal Council the 21st day of November, A. D., 1888.

Reconsidered and finally passed the Council this 5th day of December, A. D., 1888.

JOHN GRANT, Mayor.

WELLINGTON J. DOWLER, C. M. C.



