

LEGISLATIVE ASSEMBLY
OF ONTARIO

BILLS
AS INTRODUCED IN THE HOUSE

SESSION
JANUARY 30th to MARCH 28th
1929

INDEX

A

	Bill No.
Action, Village of—Act respecting	1
Administration of Justice Expenses Act—Act to amend.....	108
Alberta Coal—Act for Prevention of Fraud in Sale of.....	57
Anderdon, Town of—Act respecting.....	44
Assessment Act—Act to amend (incorporated in Bill No. 177).....	77
Assessment Act—Act to amend (incorporated in Bill No. 177).....	83
Assessment Act—Act to amend (withdrawn).....	87
Assessment Act—Act to amend (withdrawn).....	123
Assessment Act—Act to amend (incorporated in Bill No. 177).....	135
Assessment Act—Act to amend (incorporated in Bill No. 177).....	158
Assessment Amendment Act, 1929—The.....	177

B

Barberry Shrub—Act respecting.....	96
Beaches—Act respecting further protection of.....	147
Book Debts, Assignment of—Act to make uniform the law respecting (not reported).....	94
Boundaries between Provinces of Ontario and Manitoba—Act respecting.....	117
Brantford, City of—Act respecting.....	17
Brockville Loan and Savings Company—Act respecting.....	5

C

Canadian Military Institute—Act respecting.....	24
Canadian Terminal System—Act respecting.....	15
Capreol, Town of—Act respecting.....	49
Central Canada Exhibition Association—Act respecting.....	9
Cobourg, Town of—Act respecting	52
Companies Act—Act to amend.....	130
Companies Information Act—Act to amend.....	148
Conditional Sale of Goods—Act to make uniform the law respecting (not reported).....	95
Consolidated Revenue Fund—Act for Raising Money on Credit of.....	170
Constables Act—Act to amend.....	169
Contributions for Political Purposes—Act respecting.....	98
Cornwall, Township of, and the Ottawa and New York Railway Company and the New York Central Railroad Company—An Act respecting.....	10
Cornwall, Town of—Act respecting.....	43
Corporation Tax Act—Act to amend (not reported).....	143
Crown Attorneys Act—Act to amend.....	109

D

Dependents of Deceased Persons—Act to Make Better Provision for.....	56
Devolution of Estates Act—Act to amend	55
Distress Act, Costs of—Act to Extend Operations of	131
Division Courts Act—Act to amend	111
Dog Tax and Sheep Protection Act—Act to amend.....	85
Dog Tax and Sheep Protection Act—Act to amend.....	88
Drainage Act, Provincial Aid to—Act to amend.....	64

I

E

	Bill No.
Eastview, Town of—Act respecting Administration of Roman Catholic Separate Schools.....	47
East York, Township of—Act respecting.....	38
Election Act—Act to amend.....	65
Election Act—Act to amend (incorporated in Bill No. 65).....	66
Election Act—Act to amend (incorporated in Bill No. 65).....	86
Election Act—Act to amend (incorporated in Bill No. 65).....	100
Essex Border Utilities Commission—Act respecting Purchase of Walkerville Waterworks Company (withdrawn).....	30
Essex Border Utilities Commission—Act to amend and consolidate the Acts respecting.....	31
Essex Border Utilities Commission—Act respecting entry of Township of Sandwich South within Jurisdiction of Commission.....	29
Evidence Act—Act to amend.....	89
Execution Act—Act to amend.....	114
Extra Provincial Corporations Act—Act to amend.....	136

F

Factory, Shop and Office Building Act—Act to amend.....	133
Fire Marshal's Act—Act to amend.....	149
Fort Erie, Village of—Act respecting.....	3
Fort William, City of—Act respecting Canadian Terminal System.....	15
Fowl on the Highways—Act respecting Transportation of.....	153

G

Galt, City of—Act respecting.....	22
Game and Fisheries Act—Act to amend.....	174
Gasoline Tax Act—Act to amend.....	179
Georgetown, Town of—Act respecting.....	46
Guelph, City of—Act respecting.....	20

H

Hamilton, City of—Act respecting.....	11
Highway Improvement Act—Act to amend.....	157
Highway Traffic Act—Act to amend (not reported).....	67
Highway Traffic Act—Act to amend.....	120
Highways Act, The Public Service Works on—Act to amend.....	97
Hospitals and Charitable Institutions Act—Act to amend (withdrawn).....	92
Hotels—Act respecting.....	161
Household Goods—Act to Regulate the Moving of (not reported).....	90
Hydro-Electric Power Commission of Ontario—Act to validate certain By-laws respecting.....	178
Hydro-Electric Railway Act, 1929, The.....	171

I

Imperial Order Daughters of the Empire—An Act respecting the War Memorial Fund of.....	8
Independent Order of Oddfellows, Grand Lodge of—An Act respecting.....	23
Industrial Sites—An Act respecting the Acquisition of Lands for.....	166
Infants' Act—Act to amend.....	150
Insurance Act—Act to amend.....	142

J

Judgments and Awards—Act to Facilitate the Reciprocal Enforcement of.....	61
Jurors Act—Act to amend.....	68
Jurors Act—Act to amend (incorporated in Bill No. 68).....	115
Juvenile Courts Act—Act to amend.....	163

K

Kenora, Town of—Act respecting.....	Bill No. 50
-------------------------------------	----------------

L

Land Titles Act—Act to amend.....	74
Leamington, Town of—Act respecting.....	6
Limitations Act—Act to amend (not reported).....	129
Liquor Control Act—Act to amend.....	159
Liquor Control Act—Act to amend.....	172
Loan and Trusts Corporations Act—Act to amend.....	151
Local Improvement Act—Act to amend.....	82
Local Improvement Act—Act to amend.....	126
London, City of—Act respecting.....	34
Lunacy Act—Act to amend.....	128

M

Magistrates—Act to provide for the Better Definition and Extensions of Jurisdiction of Certain.....	164
Meaford, Town of—Act respecting.....	26
Mining Act—Act to amend.....	70
Mortgage Tax Act—Act to amend.....	76
Municipal Act—Act to amend.....	59
Municipal Act—Act to amend (embodied in Bill No. 176).....	80
Municipal Act—Act to amend (embodied in Bill No. 176).....	81
Municipal Act—Act to amend (withdrawn).....	104
Municipal Act—Act to amend (embodied in Bill No. 176).....	105
Municipal Act—Act to amend (embodied in Bill No. 176).....	122
Municipal Act—Act to amend (embodied in Bill No. 176).....	137
Municipal Act—Act to amend (embodied in Bill No. 176).....	138
Municipal Act—Act to amend (embodied in Bill No. 176).....	139
Municipal Act—Act to amend (embodied in Bill No. 176).....	140
Municipal Act—Act to amend (embodied in Bill No. 176).....	84
Municipal Act—Act to amend (not reported).....	91
Municipal Act—Act to amend (not reported).....	93
Municipal Amendment Act, 1929.....	176
Municipal Franchise Act—Act to amend.....	69
Municipal Franchise Act—Act to amend (incorporated in Bill No. 69).....	146

N

Natural Gas Conservation Act—Act to amend.....	118
Negligence—Act to make Uniform the Law respecting Liability (not reported).....	62
Nepean, Township of—Act respecting.....	35
Niagara Falls, City of—Act respecting.....	14
Niagara Parks Act—Act to amend.....	71
Northern Development Act—Act to amend.....	132
Northern Mines Railroad and Transportation Company—Act respecting (not reported).....	51
Northern Ontario Development—Act to make Further Provision for.....	121
North York, Township of—Act respecting.....	39
Nurses Act, The Registration of—Act to amend.....	101

O

Oddfellows, Grand Lodge of Ontario—Act respecting.....	23
Oddfellows' Relief Association of Canada—Act respecting.....	4
Ojibway, Town of—Act respecting.....	7
Old Age Pensions—Act to provide for.....	156
Oliver, Township of—Act respecting.....	27
Optometry Act—Act to amend (not reported).....	167

	Bill No.
Oshawa, City of—Act respecting	2
Oshawa, City of—Act to authorize Acquisition of Lands for Industrial Purposes (withdrawn)	41
Ottawa, City of—Act respecting	12
Owen Sound, City of—Act respecting	33

P

Parents Maintenance Act—Act to amend	119
Planning and Development Act—Act to amend	75
Political Purposes, an Act respecting Contributions for	98
Port Arthur, City of—Act respecting	18
Power Commission Act—Act to amend	145
Power Commission and Companies Transfer Act, 1929, The	155
Presqu'île Park Act—Act to amend	116
Probation Act—Act to amend	162
Provincial Aid to Drainage Act—Act to amend	64
Provincial Forest Act, 1929, The	79
Public Commercial Vehicles Act—Act to amend (not reported)	125
Public Libraries Act—Act to amend	124
Public Officers Fees Act—Act to amend	110
Public Service Act—Act to amend	58
Public Service Works on Highways—Act to amend	97
Public Utilities Act—Act to amend	53
Pulpwood Conservation Act, The	78

R

Real Estate—Act to Facilitate the Investigation of Titles of	72
Real Estate Transactions—Act for Prevention of Fraud in Connection With (withdrawn)	173
Registration of Nurses Act—Act to amend	101
Registry Act—Act to amend	73
Registry Act—Act to amend	107
Research Foundation Act—Act to amend	141
Richmond Hill, Village of—Act respecting	21

S

St. Thomas, City of—Act respecting	19
Sandwich, Town of—Act respecting	32
Sandwich South, Township of—Act respecting	29
Sarnia, City of—Act respecting	13
School Law Amendment Act, 1929, The	152
Security Frauds Prevention Act—Act to amend	168
Sheriffs Act—Act to amend	113
Silicosis among Stone Workers—Act for Better Prevention of	134
Sleigh Runners, Width of—Act respecting (withdrawn)	54
Soldiers Aid Commission Act—Act to consolidate and amend	160
Stamford, Township of—Act respecting	42
Statute Law Amendment Act—Act to amend	165
Steam Boilers Act—Act to amend	99
Suburban Area Development Act—Act to amend	106
Succession Duty Act—Act to amend	103
Sudbury, Town of—Act respecting	16
Summary Convictions Act—Act to amend	112
Supply Bill—Act granting certain Sums to Public Service	180

T

	Bill No
Tax Sales and Deeds—Act to confirm.....	63
Tecumseh, Town of—Act respecting.....	25
Tile Drainage Act—Act to amend (withdrawn).....	102
Tile Drainage Act—Act to amend.....	154
Toronto, City of—Act respecting.....	40
Toronto, City of—Act respecting.....	48

U

United Fuel Investments, Limited—Act respecting.....	37
University Lands Act—Act to amend.....	60

V

Vital Statistics Act—Act to amend.....	127
--	-----

W

Widows and Orphan Children—Act to make Better Provision for.....	56
Windsor, City of—Act respecting.....	36
Windsor, City of—Act respecting.....	45
Windsor, Essex and Lake Shore Rapid Railway Company—Act respecting ...	144
Wolf Bounty Act—Act to amend.....	175

Y

York, Township of—Act respecting.....	28
---------------------------------------	----

BILL

An Act respecting the Village of Acton.

WHEREAS the municipal corporation of the village of Preamble.
Acton has by its petition represented that by-law
number 616 of the said corporation was submitted to the
electors of the said village duly qualified to vote thereon, in
accordance with the provisions of *The Municipal Act*, on the
7th day of May, A.D. 1928; and that of the electors who
voted on the said by-law, 221 voted in favour thereof and 93
voted against the said by-law; and that the said by-law was
subsequently unanimously passed by the affirmative vote of
all the members of the council of the said corporation; and
whereas the corporation has by its said petition prayed that
an Act may be passed to confirm such by-law; and whereas
it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and
consent of the Legislative Assembly of the Province of
Ontario, enacts as follows:—

1. This Act may be cited as *The Village of Acton Act, 1929*. Short title.
2. By-law number 616 of the corporation of the village of By-law No. 616, confirmed.
Acton, which is set forth in schedule "A" hereto, and the
debentures issued or to be issued thereunder are hereby
ratified and confirmed and declared to be legal, valid and
binding upon the said corporation and the ratepayers thereof.
3. The said corporation may erect the rink provided for Erection and management of rink.
in the said by-law in Prospect Park or elsewhere in the village
of Acton as it may deem meet; and may manage and operate
the said rink as its council may direct, either by a committee
of the council or by a board of management consisting of
three persons, being municipal electors of the said village,
appointed and holding office during the pleasure of the said
council.
4. This Act shall come into force on the day upon which Commence-
ment of
Act.
it receives the Royal Assent.

SCHEDULE "A."

VILLAGE OF ACTON

BY-LAW No. 616.

A by-law to provide for the borrowing on Debentures the sum of \$15,000.00 for the purpose of defraying the cost of erecting and establishing a combined skating and curling rink within the Municipality of Acton.

Whereas certain citizens and ratepayers of the Village of Acton have petitioned the Council of the said Village to erect a curling and skating rink as above mentioned and to borrow the funds necessary therefor by the issuing of Debentures; and this by-law has been submitted to and assented to by the ratepayers entitled to vote on money by-laws by a majority of 128 votes on the 7th day of May, 1928.

And whereas the said Council deem it advisable to establish the said rink and borrow the said money by issue of debentures which it will be necessary to issue to the extent of \$15,000.00.

And whereas it is therefore expedient to pass this by-law and to borrow the sum of \$15,000.00 on the debentures of the said municipality for the purpose of erecting and establishing the said skating and curling rink.

And whereas it will be necessary to borrow the said sum of \$15,000.00 and to issue debentures of the Village of Acton therefor bearing interest at the rate of Five per cent. (5%) per annum which is the amount of the debt intended to be created by this by-law.

And whereas it is expedient to make the principal of the debt repayable in yearly sums during the period of 20 years, in such amounts respectively, that the aggregate amount payable for principal and interest, in any year, shall be equal as nearly as may be to the amount so payable for principal and interest in each of the other years.

And whereas it will be necessary to raise the annual sum of \$1,203.64 during the period of 20 years to pay the said principal money and interest as they become due.

And whereas the amount of the whole rateable property of the Village of Acton according to the last revised assessment roll thereof is \$818,021.68.

And whereas the amount of the existing Debenture debt of the said Village of Acton is the sum of \$198,503.34 and no part of principal or interest thereof is in arrears. Therefore the Municipal Council of the Village of Acton enacts as follows:—

(1) The said sum of \$15,000.00 shall be used and expended for the purpose of erecting and establishing the skating and curling rink aforesaid in the Municipality of Acton according to plans and specifications to be approved by the Municipal Council and for the said purpose the sum of \$15,000.00 shall be borrowed and debentures of the said Village of Acton shall be issued therefor in sums not less than \$100.00 each bearing interest at the rate of 5% per annum payable yearly and having interest coupons attached thereto. Each of the said Debentures shall be issued within two years from the day on which this by-law is passed and shall be dated on the day of issue thereof and shall be payable in Twenty annual instalments of the respective sums set forth in schedule "A" hereto attached, at the office of the Treasurer of the Village of Acton.

(2) The said Debentures and coupons shall be signed by the Reeve of the said Village and the Treasurer thereof and the said debentures shall be sealed with the Corporate Seal of the Municipality. The signatures of the Reeve and Treasurer may be lithographed or printed upon the said Coupons.

(3) During twenty years the currency of the said debentures there shall be raised annually by special rates on all rateable property in the Village of Acton the sum of \$1,203.64 for the purpose of paying the amount due, in each of the said years for principal and interest in respect to the said debt as shown in schedule "A" hereto attached.

(4) In the event of the cost of the said sink being less than \$15,000.00, debentures for the amount of said cost shall be issued in proportionate amounts as hereinbefore set out and the annual rate to be raised shall be reduced accordingly.

(5) This by-law shall take effect and come into operation the day of the final passing thereof.

Passed in triplicate in open Council this Fifth day of June, A.D. 1928.

"A. MASON," *Reeve.*

"H. N. FARMER," *Clerk.*

*Corporate
Seal.*

Schedule "A"

	Interest	Principal	Total
1.....	\$750 00	\$453 64	\$1,203 64
2.....	727 32	476 32	1,203 64
3.....	703 50	500 14	1,203 64
4.....	678 50	525 14	1,203 64
5.....	652 24	551 40	1,203 64
6.....	624 67	578 97	1,203 64
7.....	595 72	607 92	1,203 64
8.....	565 32	638 32	1,203 64
9.....	533 41	670 23	1,203 64
10.....	499 90	703 74	1,203 64
11.....	464 71	738 93	1,203 64
12.....	427 76	775 88	1,203 64
13.....	388 97	814 67	1,203 64
14.....	348 24	855 40	1,203 64
15.....	305 47	898 17	1,203 64
16.....	260 56	943 08	1,203 64
17.....	213 40	990 24	1,203 64
18.....	163 89	1,039 75	1,203 64
19.....	111 90	1,091 74	1,203 64
20.....	57 32	1,146 32	1,203 64
	<hr/> \$9,072 80	<hr/> \$15,000 00	<hr/> \$24,072 80

3rd Session, 17th Legislature,
Ontario.
19 George V, 1929.

BILL.

An Act respecting the Village of Acton.

1st Reading

2nd Reading

3rd Reading

MR. HULMER.

(*Private Bill.*)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Village of Acton.

WHEREAS the municipal corporation of the village of Preamble.
Acton has by its petition represented that by-law
number 616 of the said corporation was submitted to the
electors of the said village duly qualified to vote thereon, in
accordance with the provisions of *The Municipal Act*, on the
7th day of May, A.D. 1928; and that of the electors who
voted on the said by-law, 221 voted in favour thereof and 93
voted against the said by-law; and that the said by-law was
subsequently unanimously passed by the affirmative vote of
all the members of the council of the said corporation; and
whereas the corporation has by its said petition prayed that
an Act may be passed to confirm such by-law; and whereas
it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and
consent of the Legislative Assembly of the Province of
Ontario, enacts as follows:—

1. This Act may be cited as *The Village of Acton Act, 1929*. Short title.

2. By-law number 616 of the corporation of the village of By-law No.
616, con-
firmed.
Acton, which is set forth in schedule "A" hereto, and the
debentures issued or to be issued thereunder are hereby
ratified and confirmed and declared to be legal, valid and
binding upon the said corporation and the ratepayers thereof.

3. The said corporation may erect the rink provided for Erection and
management
of rink.
in the said by-law in Prospect Park or elsewhere in the village
of Acton as it may deem meet; and may manage and operate
the said rink as its council may direct, either by a committee
of the council or by a board of management consisting of
three persons, being municipal electors of the said village,
appointed and holding office during the pleasure of the said
council.

4. This Act shall come into force on the day upon which Commence-
ment of
Act.
it receives the Royal Assent.

SCHEDULE "A."

VILLAGE OF ACTON

BY-LAW No. 616.

A by-law to provide for the borrowing on Debentures the sum of \$15,000.00 for the purpose of defraying the cost of erecting and establishing a combined skating and curling rink within the Municipality of Acton.

Whereas certain citizens and ratepayers of the Village of Acton have petitioned the Council of the said Village to erect a curling and skating rink as above mentioned and to borrow the funds necessary therefor by the issuing of Debentures; and this by-law has been submitted to and assented to by the ratepayers entitled to vote on money by-laws by a majority of 128 votes on the 7th day of May, 1928.

And whereas the said Council deem it advisable to establish the said rink and borrow the said money by issue of debentures which it will be necessary to issue to the extent of \$15,000.00.

And whereas it is therefore expedient to pass this by-law and to borrow the sum of \$15,000.00 on the debentures of the said municipality for the purpose of erecting and establishing the said skating and curling rink.

And whereas it will be necessary to borrow the said sum of \$15,000.00 and to issue debentures of the Village of Acton therefor bearing interest at the rate of Five per cent. (5%) per annum which is the amount of the debt intended to be created by this by-law.

And whereas it is expedient to make the principal of the debt repayable in yearly sums during the period of 20 years, in such amounts respectively, that the aggregate amount payable for principal and interest, in any year, shall be equal as nearly as may be to the amount so payable for principal and interest in each of the other years.

And whereas it will be necessary to raise the annual sum of \$1,203.64 during the period of 20 years to pay the said principal money and interest as they become due.

And whereas the amount of the whole rateable property of the Village of Acton according to the last revised assessment roll thereof is \$818,021.68.

And whereas the amount of the existing Debenture debt of the said Village of Acton is the sum of \$198,503.34 and no part of principal or interest thereof is in arrears. Therefore the Municipal Council of the Village of Acton enacts as follows: -

(1) The said sum of \$15,000.00 shall be used and expended for the purpose of erecting and establishing the skating and curling rink aforesaid in the Municipality of Acton according to plans and specifications to be approved by the Municipal Council and for the said purpose the sum of \$15,000.00 shall be borrowed and debentures of the said Village of Acton shall be issued therefor in sums not less than \$100.00 each bearing interest at the rate of 5% per annum payable yearly and having interest coupons attached thereto. Each of the said Debentures shall be issued within two years from the day on which this by-law is passed and shall be dated on the day of issue thereof and shall be payable in Twenty annual instalments of the respective sums set forth in schedule "A" hereto attached, at the office of the Treasurer of the Village of Acton.

(2) The said Debentures and coupons shall be signed by the Reeve of the said Village and the Treasurer thereof and the said debentures shall be sealed with the Corporate Seal of the Municipality. The signatures of the Reeve and Treasurer may be lithographed or printed upon the said Coupons.

(3) During twenty years the currency of the said debentures there shall be raised annually by special rates on all rateable property in the Village of Acton the sum of \$1,203.64 for the purpose of paying the amount due, in each of the said years for principal and interest in respect to the said debt as shown in schedule "A" hereto attached.

(4) In the event of the cost of the said sink being less than \$15,000.00, debentures for the amount of said cost shall be issued in proportionate amounts as hereinbefore set out and the annual rate to be raised shall be reduced accordingly.

(5) This by-law shall take effect and come into operation the day of the final passing thereof.

Passed in triplicate in open Council this Fifth day of June, A.D. 1928.

"A. MASON," *Reeve.*

"H. N. FARMER," *Clerk.*

*Corporate
Seal.*

Schedule "A"

	Interest	Principal	Total
1.....	\$750 00	\$453 64	\$1,203 64
2.....	727 32	476 32	1,203 64
3.....	703 50	500 14	1,203 64
4.....	678 50	525 14	1,203 64
5.....	652 24	551 40	1,203 64
6.....	624 67	578 97	1,203 64
7.....	595 72	607 92	1,203 64
8.....	565 32	638 32	1,203 64
9.....	533 41	670 23	1,203 64
10.....	499 90	703 74	1,203 64
11.....	464 71	738 93	1,203 64
12.....	427 76	775 88	1,203 64
13.....	388 97	814 67	1,203 64
14.....	348 24	855 40	1,203 64
15.....	305 47	898 17	1,203 64
16.....	260 56	943 08	1,203 64
17.....	213 40	990 24	1,203 64
18.....	163 89	1,039 75	1,203 64
19.....	111 90	1,091 74	1,203 64
20.....	57 32	1,146 32	1,203 64
	<hr/>	<hr/>	<hr/>
	\$9,072 80	\$15,000 00	\$24,072 80

BILL.

An Act respecting the Village of Acton.

1st Reading

February 5th, 1929.

2nd Reading

February 22nd, 1929.

3rd Reading

March 1st, 1929.

MR. HULLMER.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Oshawa.

WHEREAS the municipal corporation of the city of Oshawa has by its petition represented that forty-two acres of land, within the city limits were given to the city by General Motors of Canada, Limited, for a park; and that the same was accepted by the city and placed under the control and management of the Board of Parks Management, under *The Public Parks Act*, and that in the year 1927 the said Board of Parks Management requested the council of the municipality to make a grant to it of \$17,000 for the erection of a pavilion on the said property to be used for shelter, amusements and refreshments; and that the council acceded to the request of the Park Commission which has built the pavilion at a cost of \$17,000; and whereas the city passed by-law number 1810 and thereunder issued debentures for the said amount payable over a period of twenty years and that in attempting to sell the same doubts have been raised as to the legality of the said by-law number 1810 and the corporation has by its petition prayed that an Act be passed legalizing, ratifying and confirming the said by-law and debentures issued thereunder; and whereas it is expedient to grant the prayer of the said petition;

Preamble
Rev. Stat.,
c. 248

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The City of Oshawa Act, 1929*, Short title.

2. By-law number 1810 of the city of Oshawa to authorize the issue of debentures for the sum of \$17,000 as passed by the municipal council of the said city of Oshawa, on the 13th day of April, A.D. 1927, and set out as schedule "A" hereto, and all debentures issued or to be issued thereunder are confirmed and declared to be legal, valid and binding upon the municipal corporation of the said city of Oshawa and the ratepayers thereof.

By-law
No. 1810,
confirmed.

3. This Act shall come into force on the day upon which it receives the Royal Assent.

Commence-
ment of
Act.

SCHEDULE "A."

By-law No. 1810 of the Corporation of the City of Oshawa to borrow the sum of \$17,000.00 at the request of the Board of Park Management for the City of Oshawa to erect a Pavilion on what is known as Lakeview Park in said City.

Whereas the Board of Park Management for the City of Oshawa has requested the Council to raise by a special issue of Debentures to be called "Park Fund Debentures" the sum of \$17,000.00 for the purpose of erecting a Pavilion on what is known as "Lakeview Park" in the said City of Oshawa.

And whereas it is deemed advisable to grant said request.

And whereas it is necessary to borrow the said sum of \$17,000 on the credit of the Corporation and to issue Debentures therefor bearing interest at the rate of five per cent. per annum, which is the amount of the debt intended to be created by this By-law.

And whereas it is expedient to make the principal and interest to be repayable in yearly sums during the period of fifteen years of such amounts respectively that the aggregate amount payable for principal and interest in any year shall be equal as nearly as may be to the amount so payable for principal and interest in each of the other years.

And whereas it will be necessary to raise annually the sum of \$1,637.82 during the period of fifteen years to pay the said yearly sum of principal and interest as they become due.

And whereas the amount of the whole rateable property of the Municipality, according to the last revised Assessment Roll is \$11,962,380.00.

And whereas the amount of the existing Debenture Debt of the said Municipality is \$3,591,040.98, and no part of the principal or interest is in arrear.

Therefore the Municipal Council of the Corporation of the City of Oshawa enacts as follows:—

1. That for the purpose aforesaid there shall be borrowed on the credit of the Corporation at large the sum of \$17,000 and Debentures shall be issued therefor in sums of not less than One Hundred Dollars each, bearing interest at the rate of five per cent. per annum, and having Coupons attached thereto for the payment of the interest.

2. The Debentures shall all bear the same date and shall be issued within two years after the day on which this By-law is passed, and may bear any date within such two years, and shall be payable in fifteen annual instalments during the fifteen years next after the time when the same are issued, and the respective amounts of principal and interest payable in each of such years shall be as set forth in Schedule "A" hereto annexed.

3. The Debentures as to both principal and interest may be expressed in Canadian currency, and may be payable at the office of the City Treasurer or at the Standard Bank in Oshawa, Toronto and Montreal.

4. The Debentures shall be signed and issued by the Mayor and shall be signed also by the Treasurer, and shall be sealed with the seal of the Corporation, and the Interest Coupons shall be signed by the Treasurer only. The signature of the Treasurer on the Coupons may be written, stamped, lithographed or engraved.

5. During the currency of the said Debentures there shall be raised annually in addition to all other rates by a special rate on all rateable property in the said City of Oshawa the sum of \$1,637.82, for the purpose of paying the amount due in each of the said fifteen years for principal and interest in respect of the said debt hereby authorized as shown in said Schedule "A" hereto annexed.

6. The Debentures may contain any clause providing for the registration thereof authorized by any Statute relating to Municipal Debentures in force at the time of the issue thereof.

7. This by-law shall take effect on the day of the final passing thereof.

By-law read a first time, April 13th, A.D. 1927.

By-law read a second time, April 13th, A.D. 1927.

By-law read a third time and finally passed, April 13th, A.D. 1927.

"F. E. HARE," *Clerk.*

"Robt. D. PRESTON," *Mayor.*

Schedule "A"

\$17,000.....15 years.....		5%	
Year	Interest	Principal	Annual Payment
1.....	\$850 00	\$787 82	\$1,637 32
2.....	810 61	827 21	1,637 32
3.....	769 25	868 57	1,637 32
4.....	725 82	912 00	1,637 32
5.....	680 22	957 60	1,637 32
6.....	632 34	1,005 48	1,637 32
7.....	582 06	1,055 76	1,637 32
8.....	529 28	1,108 54	1,637 32
9.....	473 85	1,163 97	1,637 32
10.....	415 65	1,222 17	1,637 32
11.....	354 54	1,283 28	1,637 32
12.....	290 38	1,347 44	1,637 32
13.....	223 00	1,414 82	1,637 32
14.....	152 26	1,485 56	1,637 32
15.....	77 99	1,559 78	1,637 32
		\$17,000 00	

3rd Session, 17th Legislature,
Ontario,
19 George V, 1929.

BILL.

An Act respecting the City of Oshawa.

1st Reading

2nd Reading

3rd Reading

MR. SINCLAIR.

(*Private Bill.*)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Oshawa.

WHEREAS the municipal corporation of the city of ^{Preamble.} Oshawa has by its petition represented that forty-two acres of land, within the city limits were given to the city by General Motors of Canada, Limited, for a park; and that the same was accepted by the city and placed under the control and management of the Board of Parks Management, under *The Public Parks Act*, and that in the year 1927 the said Board of Parks Management requested the council of the municipality to make a grant to it of \$17,000 for the erection of a pavilion on the said property to be used for shelter, amusements and refreshments; and that the council acceded to the request of the Park Commission which has built the pavilion at a cost of \$17,000; and whereas the city passed by-law number 1810 and thereunder issued debentures for the said amount payable over a period of twenty years and that in attempting to sell the same doubts have been raised as to the legality of the said by-law number 1810 and the corporation has by its petition prayed that an Act be passed legalizing, ratifying and confirming the said by-law and debentures issued thereunder; and whereas it is expedient to grant the prayer of the said petition; ^{Rev Stat., c. 248}

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. This Act may be cited as *The City of Oshawa Act, 1929*, Short title.

2. By-law number 1810 of the city of Oshawa to authorize the issue of debentures for the sum of \$17,000 as passed by ^{By-law No. 1810 confirmed.} the municipal council of the said city of Oshawa, on the 13th day of April, A.D. 1927, and set out as schedule "A" hereto, and all debentures issued or to be issued thereunder are confirmed and declared to be legal, valid and binding upon the municipal corporation of the said city of Oshawa and the ratepayers thereof.

3. This Act shall come into force on the day upon which it receives the Royal Assent. ^{Commencement of Act.}

SCHEDULE "A."

By-law No. 1810 of the Corporation of the City of Oshawa to borrow the sum of \$17,000.00 at the request of the Board of Park Management for the City of Oshawa to erect a Pavilion on what is known as Lakeview Park in said City.

Whereas the Board of Park Management for the City of Oshawa has requested the Council to raise by a special issue of Debentures to be called "Park Fund Debentures" the sum of \$17,000.00 for the purpose of erecting a Pavilion on what is known as "Lakeview Park" in the said City of Oshawa.

And whereas it is deemed advisable to grant said request.

And whereas it is necessary to borrow the said sum of \$17,000 on the credit of the Corporation and to issue Debentures therefor bearing interest at the rate of five per cent. per annum, which is the amount of the debt intended to be created by this By-law.

And whereas it is expedient to make the principal and interest to be repayable in yearly sums during the period of fifteen years of such amounts respectively that the aggregate amount payable for principal and interest in any year shall be equal as nearly as may be to the amount so payable for principal and interest in each of the other years.

And whereas it will be necessary to raise annually the sum of \$1,637.82 during the period of fifteen years to pay the said yearly sum of principal and interest as they become due.

And whereas the amount of the whole rateable property of the Municipality, according to the last revised Assessment Roll is \$11,962,380.00.

And whereas the amount of the existing Debenture Debt of the said Municipality is \$3,591,040.98, and no part of the principal or interest is in arrear.

Therefore the Municipal Council of the Corporation of the City of Oshawa enacts as follows:—

1. That for the purpose aforesaid there shall be borrowed on the credit of the Corporation at large the sum of \$17,000 and Debentures shall be issued therefor in sums of not less than One Hundred Dollars each, bearing interest at the rate of five per cent. per annum, and having Coupons attached thereto for the payment of the interest.

2. The Debentures shall all bear the same date and shall be issued within two years after the day on which this By-law is passed, and may bear any date within such two years, and shall be payable in fifteen annual instalments during the fifteen years next after the time when the same are issued, and the respective amounts of principal and interest payable in each of such years shall be as set forth in Schedule "A" hereto annexed.

3. The Debentures as to both principal and interest may be expressed in Canadian currency, and may be payable at the office of the City Treasurer or at the Standard Bank in Oshawa, Toronto and Montreal.

4. The Debentures shall be signed and issued by the Mayor and shall be signed also by the Treasurer, and shall be sealed with the seal of the Corporation, and the Interest Coupons shall be signed by the Treasurer only. The signature of the Treasurer on the Coupons may be written, stamped, lithographed or engraved.

5. During the currency of the said Debentures there shall be raised annually in addition to all other rates by a special rate on all rateable property in the said City of Oshawa the sum of \$1,637.82, for the purpose of paying the amount due in each of the said fifteen years for principal and interest in respect of the said debt hereby authorized as shown in said Schedule "A" hereto annexed.

6. The Debentures may contain any clause providing for the registration thereof authorized by any Statute relating to Municipal Debentures in force at the time of the issue thereof.

7. This by-law shall take effect on the day of the final passing thereof.

By-law read a first time, April 13th, A.D. 1927.

By-law read a second time, April 13th, A.D. 1927.

By-law read a third time and finally passed, April 13th, A.D. 1927.

"F. E. HARE," *Clerk*.

"Robt. D. PRESTON," *Mayor*.

Schedule "A"

\$17,000.....15 years.....5%

Year	Interest	Principal	Annual Payment
1.....	\$850 00	\$787 82	\$1,637 32
2.....	810 61	827 21	1,637 32
3.....	769 25	868 57	1,637 32
4.....	725 82	912 00	1,637 32
5.....	680 22	957 60	1,637 32
6.....	632 34	1,005 48	1,637 32
7.....	582 06	1,055 76	1,637 32
8.....	529 28	1,108 54	1,637 32
9.....	473 85	1,163 97	1,637 32
10.....	415 65	1,222 17	1,637 32
11.....	354 54	1,283 28	1,637 32
12.....	290 38	1,347 44	1,637 32
13.....	223 00	1,414 82	1,637 32
14.....	152 26	1,485 56	1,637 32
15.....	77 99	1,559 78	1,637 32
		<hr/>	<hr/>
		\$17,000 00	

BILL.

An Act respecting the City of Oshawa.

1st Reading

February 5th, 1929.

2nd Reading

February 22nd 1929.

3rd Reading

March 1st, 1929.

MR. SINCLAIR.

T O R O N T O :

Printed By

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Village of Fort Erie.

WHEREAS the corporation of the village of Fort Erie has, Preamble.
by petition, represented that it is desirable and necessary in the interests and growth of the said village that the boundaries of the said village should be extended to include that certain area being a part of the municipal corporation of the township of Bertie as is hereinafter described, and whereas the said corporation of the said village by the said petition has prayed that an Act be passed extending the boundaries of the village as in the petition set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. This Act may be cited as *The Village of Fort Erie Act*, Short title.
1929.

2. That part of the township of Bertie described as Annexation
of part of
Township
of Bertie.
follows:

Beginning at a point in the southwest limit of Fort Erie where the westerly boundary of the village of Fort Erie intersects the water's edge of Lake Erie; thence easterly and parallel with the north limit of the said village thirty-nine hundred and eighty feet (3,980') more or less to the international boundary line; thence following the international boundary line easterly and northerly to a point where the northern limit of the village of Fort Erie extended easterly would intersect the said international boundary line; thence west on the line of the north limit of Fort Erie extended sixteen hundred and fifty feet (1,650') more or less to the water's edge of the Niagara River; and thence southerly and westerly along the water's edge of the Niagara River and Lake Erie, being the eastern boundary of the village of Fort Erie, to the place of beginning;

is hereby detached from the said township and annexed to the village of Fort Erie.

Adjustment
of assets and
liabilities.

Rev. Stat.,
c. 233.

Commence-
ment of
Act.

3. There shall be an adjustment of assets and liabilities between the said township and village as provided by section 38 of *The Municipal Act*.

4. This Act shall come into force on the day upon which it receives the Royal Assent.

3rd Session, 17th Legislature,
Ontario.
19 George V, 1929.

BILL.

An Act respecting the Village of Fort Erie.

1st Reading

2nd Reading

3rd Reading

Mr. WILSON (Niagara Falls).

(Private Bill.)

T O R O N T O :

Printed by
The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Village of Fort Erie.

WHEREAS the corporation of the village of Fort Erie has, Preamble.
by petition, represented that it is desirable and necessary in the interests and growth of the said village that the boundaries of the said village should be extended to include that certain area being a part of the municipal corporation of the township of Bertie as is hereinafter described, and whereas the said corporation of the said village by the said petition has prayed that an Act be passed extending the boundaries of the village as in the petition set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. This Act may be cited as *The Village of Fort Erie Act*, Short title.
1929.

2. That part of the township of Bertie described as Annexation
of part of
Township
of Bertie.
follows:

Beginning at a point in the southwest limit of Fort Erie where the westerly boundary of the village of Fort Erie intersects the water's edge of Lake Erie; thence easterly and parallel with the north limit of the said village thirty-nine hundred and eighty feet (3,980') more or less to the international boundary line; thence following the international boundary line easterly and northerly to a point where the northern limit of the village of Fort Erie extended easterly would intersect the said international boundary line; thence west on the line of the north limit of Fort Erie extended sixteen hundred and fifty feet (1,650') more or less to the water's edge of the Niagara River; and thence southerly and westerly along the water's edge of the Niagara River and Lake Erie, being the eastern boundary of the village of Fort Erie, to the place of beginning;

is hereby detached from the said township and annexed to the village of Fort Frie.

Adjustment
of assets and
liabilities.

Rev. Stat.,
c. 233.

Commence-
ment of
Act.

3. There shall be an adjustment of assets and liabilities between the said township and village as provided by section 38 of *The Municipal Act*.

4. This Act shall come into force on the day upon which it receives the Royal Assent.

Ontario.
19 George V, 1929.

BILL.

An Act respecting the Village of Fort Erie.

1st Reading

February 5th, 1929.

2nd Reading

March 15th, 1929.

3rd Reading

March 20th, 1929.

MR. WILSON (Niagara Falls).

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Oddfellows' Relief Association.

WHEREAS the Oddfellows' Relief Association of Canada, Preamble.
 hereinafter called "the association," has by its petition represented that it was incorporated on the 16th day of April, 1875, under the provisions of an Act of the Legislature of the Province of Ontario respecting benevolent, provident, and other societies, being chapter thirty-four of the Statutes of the Province of Ontario, 1874, and that the said association has since the date of its incorporation carried on, and is now carrying on the purposes for which it was incorporated under the powers conferred upon it by law and the said Act, and is presently licensed as a fraternal society under the provisions of *The Insurance Act*, and has prayed that it may be re-Rev. Stat., c. 222.
 incorporated as a mutual corporation under the name of "Mutual Relief Life Insurance Company" with the power to transact the business of life insurance on the mutual principle; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. The members of the association together with such Incorporation of Mutual Relief Life Insurance Company.
 other persons as may hereafter become members in the company hereby incorporated, shall be and are hereby incorporated as a mutual corporation under the name of "Mutual Relief Life Insurance Company," hereinafter called the company, for the sole and only purpose of undertaking any class of insurance for which a mutual corporation transacting life insurance may be licensed under the provisions of *The Insurance Act*. Rev. Stat., c. 222.

2. Nothing in this Act contained shall be considered in Contracts and actions not affected
 any manner to affect any contract, matter or thing concerning the said association otherwise than is herein expressed or to affect any action commenced on behalf of or against the said association at the time of the passing of this Act; but every such action, suit, or proceeding may at the option of the claim-

and be carried on against the company which is, in such case for all the purposes thereof substituted for the association; and all the policy holders in the said association shall be policy holders in the company and that all the assets, property, real and personal, debts, rights, claims, business and undertaking of the association heretofore belonging to or vested in the association and all their interest in the same shall be held by and are hereby vested in the company in the same manner and with all such benefits and liabilities attaching to the same, as existed at the time of the passing of this Act; and all the policies and other contracts of assurance and other engagements made or entered into by or on behalf of the said association shall continue to be valid and binding under this Act against the company; and any person having any claim or demand against the said association shall have the same claim or demand against the company.

Policy
holders
members of
company

3. The company shall be composed of its policy holders who shall own and control all its property and affairs as hereinafter provided, and each policy holder, during the continuance of his policy, shall be and is hereby constituted a member of said company and, while such a member, and not in default in respect of any premium, shall be entitled to give one vote at all annual or general meetings in person or by proxy.

Proxies

4. Every proxy representing a policy holder must be himself a policy holder and entitled to vote, and an instrument of proxy shall not be valid unless executed within three months of the date of the meeting at which it is to be used, and unless filed with the secretary of the company at least ten days before such meeting, and shall be used only at such meeting or any adjournment thereof, and may be revoked at any time prior to such meeting.

Board
of manage-
ment.

5. -(1) The property, business and affairs of the company shall be managed by a board of nine, fifteen, eighteen or twenty-one directors.

First board
of director.

(2) The present board of directors of the association shall constitute the first board of directors of the company and the members of the board shall continue to hold office for the respective terms for which they were elected directors and until their successors are elected.

Number
of director

(3) The number of directors shall be determined from time to time by by-law passed and approved of by the votes of three-fifths of the members present or represented by proxy at a special general meeting of the members duly called for considering the by-law, or at any annual general meeting,

and the company may, by the said by-law, provide that the directors or any of them, shall be elected for one, two or three years, and that one-third shall retire annually.

(4) At each annual general meeting there shall be elected ^{Election of directors.} a board as determined by by-law aforesaid, but in no case shall such board consist of more than twenty-one or less than nine directors, all of whom shall be eligible for re-election.

6. The directors, may at any time, of their own motion, ^{Calling of special general meeting.} call a special general meeting of the company for the transaction of business and the notice calling such meeting shall specify the business which is to be transacted thereat.

7. Notice of the annual general meeting or any special ^{Notice of meetings.} general meeting of the members of the company shall be given by notice published in at least one newspaper in the municipality in which the head office of the company is situate, and in one or more newspapers published in the city of Toronto, and in such other places as the directors think necessary at least one month before the holding of such meeting.

8. The company's annual general meeting shall be held on ^{Time of general annual meeting} the first Wednesday in February in each year, or on such other date as may from time to time be fixed by by-law passed and approved of by the votes of three-fifths of the members present or represented by proxy at the annual general meeting of the company or at a special general meeting duly called for considering the by-law.

9. No person shall be eligible to be elected or to continue ^{Qualification of director} a director of the company unless he is a member thereof assured for a sum not less than One thousand dollars, and no agent of the company, while he is such agent, shall be elected a director of the company.

10. The office of any director shall become vacant by death, ^{Vacancy in office of director} resignation, lapse of his policy or absence from three successive meetings of the board without leave of absence having been granted, and such vacancy may be filled for the remainder of the term for which he had been elected, by the directors from among the duly qualified policy holders.

11. At the annual general meeting of the company all ^{Transaction of business at annual general meeting} business except increasing the number of directors, shall be transacted without the necessity for specifying such business in the notice of such meeting; and at such annual general meeting a general balance sheet and statement of the affairs of the company and the report of the auditors shall be laid before the members.

Power
of directors
to pass
by-laws

12. The board of directors shall have full power and authority from time to time to make and alter such by-laws as appear to them proper and needful touching the well ordering of the company, and the management and disposition of its property and effects, the calling of special general meetings, the regulation of the meetings of the board of directors, the appointment from time to time of an executive committee or committees of the said board (which if they deem it advisable, may include the manager), with such powers, and to discharge such duties as the board may, from time to time confer and impose upon them; the election of a president, vice-president and second vice-president, the appointment and removal of a general manager, a secretary, a treasurer, an actuary, an auditor, and such other officers as the board deems necessary; the appointment and removal of agents of the company, the regulation of their powers and duties, the remuneration to be paid to them, the security to be given, by them respectively for the due performance of their duties the establishment and regulation of agencies, the adjusting and paying of all claims against the company, the determining of rates, rules and conditions under which the company's policies shall be issued transferred, or purchased, and generally to do all other necessary matters and things they may deem expedient in conducting and managing the interests, business and affairs of the company.

Quorum
of directors

13.—(1) At all meetings of the directors four shall be a quorum for the transaction of business, and all questions of business shall be decided by a majority of votes; and in case of an equality of votes the president, vice-president, or presiding director shall give the casting vote in addition to his vote as director.

Presiding
officer

(2) At all such meetings the president, or in his absence the vice-president, or in the absence of both, a director chosen by a majority of the directors present, shall preside.

Officer of
company not
to be proxy

14. No officer or agent of the company shall hold or use any proxy or proxies at meetings of the company.

Head office

15. The head office of the company shall be at the city of Kingston in the Province of Ontario.

Investment
of funds.
Rev. Stat.,
c. 218.

16. The company may invest its funds in any securities in which, under *The Companies Act*, joint stock insurance companies and cash mutual insurance corporations may invest their funds.

Application
of Rev. Stat.,
cc. 218, 222

17. The company shall be subject to the provisions of *The Companies Act* and *The Insurance Act*, and the amend-

ments thereto, except in so far as the same are inconsistent with the provisions of this Act.

18. In complying with the requirements of *The Insurance Act* in respect of the valuation of its life insurance contracts^{Valuation of life insurance contracts.} issued prior to the 1st day of January, 1930, the company may, until the 1st day of January, 1937, with the approval of the Superintendent of Insurance, base the valuation of such life insurance contracts issued by it on a rate of interest not exceeding four per cent. per annum, notwithstanding any provision to the contrary contained in *The Insurance Act*.^{Rev. Stat. c. 222}

19.—(1) A special general meeting of the association shall be called by the directors for the purpose of approving this Act, by a notice to each member mailed, postage prepaid, to his last known post office address at least thirty days previous to the day fixed for such meeting.^{Approval of Act by Association.}

(2) This section shall come into force on the day upon which this Act receives the Royal Assent.^{Commencement of section}

20. This Act (except section 19) shall have no force or effect unless and until the same has been approved by a vote of not less than two-thirds of the members of the association present or represented by proxy at the special general meeting called as provided for by the said section 19 and if so approved shall come into force on the day of such approval and forthwith notice of such approval and of the date thereof shall be given to the Superintendent of Insurance and shall be published forthwith by the company in the *Ontario Gazette*.^{Commencement of Act, except s. 19.}



3rd Session, 17th Legislature,
Ontario.
19 George V, 1929.

BILL.

An Act respecting the Oddfellows' Relief
Association.

1st Reading

February 5th, 1929.

2nd Reading

3rd Reading

MR. KIDD.

(*Private Bill.*)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Oddfellows' Relief Association.

WHEREAS the Oddfellows' Relief Association of Canada, hereinafter called "the association," has by its petition represented that it was incorporated on the 16th day of April, 1875, under the provisions of an Act of the Legislature of the Province of Ontario respecting benevolent, provident, and other societies, being chapter thirty-four of the Statutes of the Province of Ontario, 1874, and that the said association has since the date of its incorporation carried on, and is now carrying on the purposes for which it was incorporated under the powers conferred upon it by law and the said Act, and is presently licensed as a fraternal society under the provisions of *The Insurance Act*, and has prayed that it may be re-incorporated as a mutual corporation under the name of "Mutual Relief Life Insurance Company" with the power to transact the business of life insurance on the mutual principle; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. The members of the association together with such other persons as may hereafter become members in the company hereby incorporated, shall be and are hereby incorporated as a mutual corporation under the name of "Mutual Relief Life Insurance Company," hereinafter called the company, for the sole and only purpose of undertaking any class of insurance for which a mutual corporation transacting life insurance may be licensed under the provisions of *The Insurance Act*.

2. Nothing in this Act contained shall be considered in any manner to affect any contract, matter or thing concerning the said association otherwise than is herein expressed or to affect any action commenced on behalf of or against the said association at the time of the passing of this Act; but every such action, suit, or proceeding may at the option of the claim-

ant be carried on against the company which is, in such case for all the purposes thereof substituted for the association; and all the policy holders in the said association shall be policy holders in the company and that all the assets, property, real and personal, debts, rights, claims, business and undertaking of the association heretofore belonging to or vested in the association and all their interest in the same shall be held by and are hereby vested in the company in the same manner and with all such benefits and liabilities attaching to the same, as existed at the time of the passing of this Act; and all the policies and other contracts of assurance and other engagements made or entered into by or on behalf of the said association shall continue to be valid and binding under this Act against the company; and any person having any claim or demand against the said association shall have the same claim or demand against the company.

*Policy
holders
members-
company*

3. The company shall be composed of its policy holders who shall own and control all its property and affairs as hereinafter provided, and each policy holder, during the continuance of his policy, shall be and is hereby constituted a member of said company and, while such a member, and not in default in respect of any premium, shall be entitled to give one vote at all annual or general meetings in person or by proxy.

Proxy

4. Every proxy representing a policy holder must be himself a policy holder and entitled to vote, and an instrument of proxy shall not be valid unless executed within three months of the date of the meeting at which it is to be used, and unless filed with the secretary of the company at least ten days before such meeting, and shall be used only at such meeting or any adjournment thereof, and may be revoked at any time prior to such meeting.

*Board
of directors
board*

5.—(1) The property, business and affairs of the company shall be managed by a board of nine, fifteen, eighteen or twenty-one directors.

*First board
of directors*

(2) The present board of directors of the association shall constitute the first board of directors of the company and the members of the board shall continue to hold office for the respective terms for which they were elected directors and until their successors are elected.

*Number
of directors*

(3) The number of directors shall be determined from time to time by by-law passed and approved of by the votes of three-fifths of the members present or represented by proxy at a special general meeting of the members duly called for considering the by-law, or at any annual general meeting,

and the company may, by the said by-law, provide that the directors or any of them, shall be elected for one, two or three years, and that one-third shall retire annually.

(4) At each annual general meeting there shall be elected ^{Election of director} a board as determined by by-law aforesaid, but in no case shall such board consist of more than twenty-one or less than nine directors, all of whom shall be eligible for re-election.

6. The directors, may at any time, of their own motion, ^{Calling of special general meeting} call a special general meeting of the company for the transaction of business and the notice calling such meeting shall specify the business which is to be transacted thereat.

7. Notice of the annual general meeting or any special ^{Notice of meeting} general meeting of the members of the company shall be given by notice published in at least one newspaper in the municipality in which the head office of the company is situate, and in one or more newspapers published in the city of Toronto, and in such other places as the directors think necessary at least one month before the holding of such meeting.

8. The company's annual general meeting shall be held on ^{Time of general annual meeting.} the first Wednesday in February in each year, or on such other date as may from time to time be fixed by by-law passed and approved of by the votes of three-fifths of the members present or represented by proxy at the annual general meeting of the company or at a special general meeting duly called for considering the by-law.

9. No person shall be eligible to be elected or to continue ^{Qualification of director} a director of the company unless he is a member thereof assured for a sum not less than One thousand dollars, and no agent of the company, while he is such agent, shall be elected a director of the company.

10. The office of any director shall become vacant by death, ^{Vacancy in office of director} resignation, lapse of his policy or absence from three successive meetings of the board without leave of absence having been granted, and such vacancy may be filled for the remainder of the term for which he had been elected, by the directors from among the duly qualified policy holders.

11. At the annual general meeting of the company all ^{Transaction of business of business of general meeting} business except increasing the number of directors, shall be transacted without the necessity for specifying such business in the notice of such meeting; and at such annual general meeting a general balance sheet and statement of the affairs of the company and the report of the auditors shall be laid before the members.

can
with the
business
laws.

12. The board of directors shall have full power and authority from time to time to make and alter such by-laws as appear to them proper and needful touching the well ordering of the company, and the management and disposition of its property and effects, the calling of special general meetings, the regulation of the meetings of the board of directors, the appointment from time to time of an executive committee or committees of the said board (which if they deem it advisable, may include the manager), with such powers, and to discharge such duties as the board may, from time to time confer and impose upon them; the election of a president, vice-president and second vice-president, the appointment and removal of a general manager, a secretary, a treasurer, an actuary, an auditor, and such other officers as the board deems necessary; the appointment and removal of agents of the company, the regulation of their powers and duties, the remuneration to be paid to them, the security to be given, by them respectively for the due performance of their duties the establishment and regulation of agencies, the adjusting and paying of all claims against the company, the determining of rates, rules and conditions under which the company's policies shall be issued transferred, or purchased, and generally to do all other necessary matters and things they may deem expedient in conducting and managing the interests, business and affairs of the company.

Quorum
of directors.

13.—(1) At all meetings of the directors four shall be a quorum for the transaction of business, and all questions of business shall be decided by a majority of votes; and in case of an equality of votes the president, vice-president, or presiding director shall give the casting vote in addition to his vote as director.

Presiding
officer.

(2) At all such meetings the president, or in his absence the vice-president, or in the absence of both, a director chosen by a majority of the directors present, shall preside.

Officer of
company not
to be proxy.

14. No officer or agent of the company shall hold or use any proxy or proxies at meetings of the company.

Head office.

15. The head office of the company shall be at the city of Kingston in the Province of Ontario.

Investment
of funds.
Rev. Stat.,
c. 218.

16. The company may invest its funds in any securities in which, under *The Companies Act*, joint stock insurance companies and cash mutual insurance corporations may invest their funds.

Application
of Rev. Stat.,
c. 218, 222.

17. The company shall be subject to the provisions of *The Companies Act* and *The Insurance Act*, and the amend-

ments thereto, except in so far as the same are inconsistent with the provisions of this Act.

18. In complying with the requirements of *The Insurance Act* in respect of the valuation of its life insurance contracts issued prior to the 1st day of January, 1930, the company may, until the 1st day of January, 1937, with the approval of the Superintendent of Insurance, base the valuation of such life insurance contracts issued by it on a rate of interest not exceeding four per cent. per annum, notwithstanding any provision to the contrary contained in *The Insurance Act*.<sup>Valuation of life insurance contracts.
Roy. Stat. c. 222</sup>

19.—(1) A special general meeting of the association shall be called by the directors for the purpose of approving this Act, by a notice to each member mailed, postage prepaid, to his last known post office address at least thirty days previous to the day fixed for such meeting and a proxy (Form "A") shall be sent with the notice.^{Approval of Act by Association}

(2) This section shall come into force on the day upon which this Act receives the Royal Assent.^{Commencement of section}

20. This Act (except section 19) shall have no force or effect unless and until the same has been approved by a vote of not less than two-thirds of the members of the association present or represented by proxy at the special general meeting called as provided for by the said section 19 and if so approved shall come into force on the day of such approval and forthwith with notice of such approval and of the date thereof shall be given to the Superintendent of Insurance and shall be published forthwith by the company in the *Ontario Gazette*.^{Commencement of Act, c. 222, s. 19}



FORM "A."

PROXY

ODDFELLOWS' RELIEF ASSOCIATION OF CANADA

I, _____, a member of the Oddfellows' Relief Association of Canada, hereby appoint Dr. J. C. Connell, President, or J. Powley, Vice-President, or H. G. Robertson, a Director, or any of them, or _____ as my proxy, to vote for me on my behalf at a special general meeting of the Association to be held on the _____

day of _____, 1929, or at any adjournment thereof ^{in favour of} ~~against~~

bringing into force an Act of the Ontario Legislature incorporating the members of the Oddfellows' Relief Association of Canada with such other persons, as may hereafter become members, as a mutual corporation under the name of the Mutual Relief Life Insurance Company, for the sole and only purpose of undertaking any kind of life insurance for which a Mutual Corporation transacting life insurance may be licensed under the provisions of *The Insurance Act*.

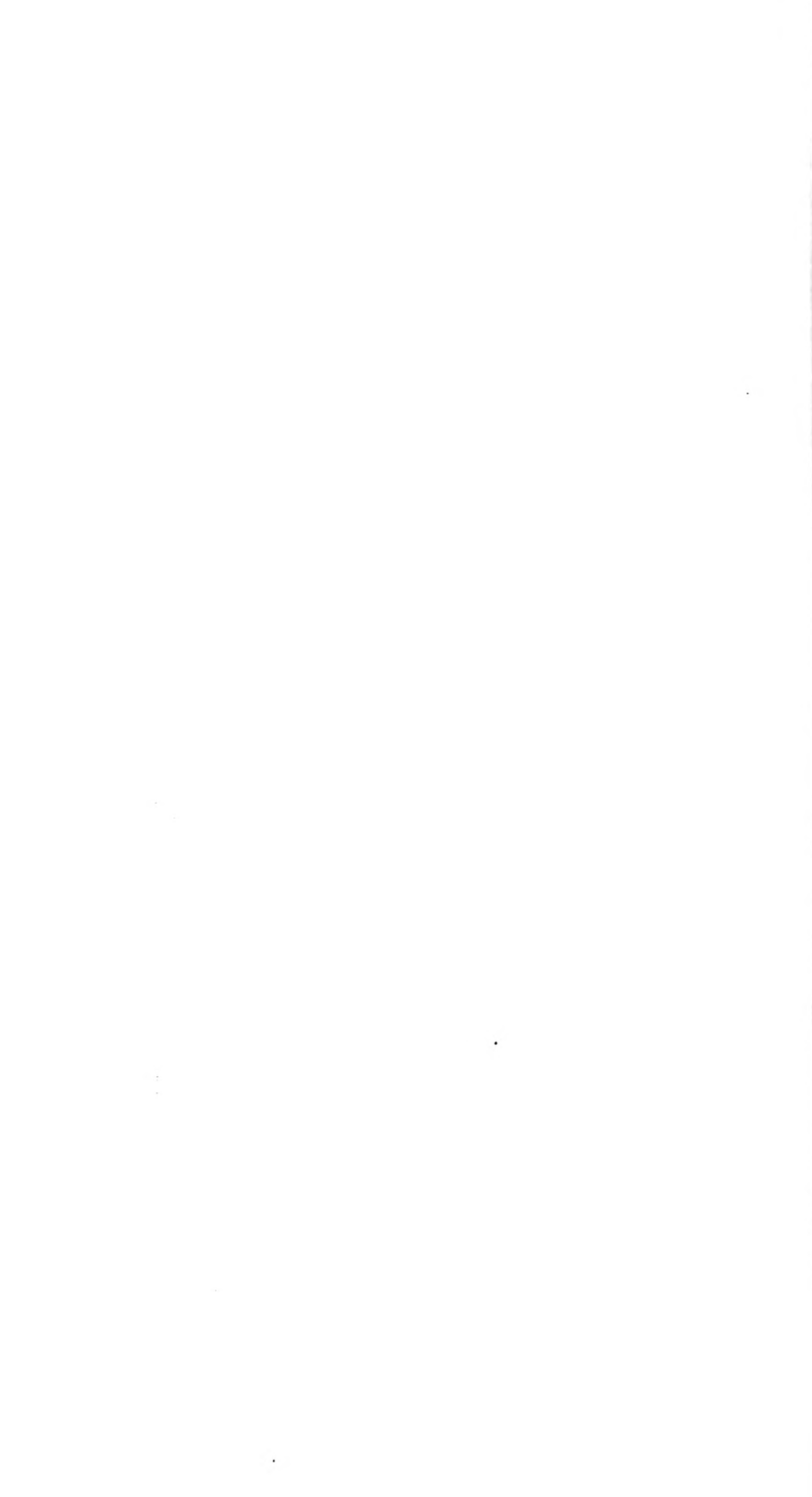
Dated this _____ day of _____, 1929.

Signature of Member.

*If in favour, strike out the word "against."

If opposed, strike out the words "in favour of."





Ontario.
19 George V, 1929.

BILL.

An Act respecting the Oddfellows' Relief
Association.

1st Reading

February 5th, 1929.

2nd Reading

3rd Reading

MR. KINN.

*Reprinted as amended by the
Petroleum Committee.*

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Oddfellows' Relief Association.

WHEREAS the Oddfellows' Relief Association of Canada, hereinafter called "the association," has by its petition represented that it was incorporated on the 16th day of April, 1875, under the provisions of an Act of the Legislature of the Province of Ontario respecting benevolent, provident, and other societies, being chapter thirty-four of the Statutes of the Province of Ontario, 1874, and that the said association has since the date of its incorporation carried on, and is now carrying on the purposes for which it was incorporated under the powers conferred upon it by law and the said Act, and is presently licensed as a fraternal society under the provisions of *The Insurance Act*, and has prayed that it may be re-incorporated as a mutual corporation under the name of "Mutual Relief Life Insurance Company" with the power to transact the business of life insurance on the mutual principle; and whereas it is expedient to grant the prayer of the said petition;

Rev. Stat.,
c. 222.

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. The members of the association together with such other persons as may hereafter become members in the company hereby incorporated, shall be and are hereby incorporated as a mutual corporation under the name of "Mutual Relief Life Insurance Company," hereinafter called the company, for the sole and only purpose of undertaking any class of insurance for which a mutual corporation transacting life insurance may be licensed under the provisions of *The Insurance Act*.

Incorporation of
Mutual
Relief Life
Insurance
Company.

Rev. Stat.,
c. 222.

2. Nothing in this Act contained shall be considered in any manner to affect any contract, matter or thing concerning the said association otherwise than is herein expressed or to affect any action commenced on behalf of or against the said association at the time of the passing of this Act; but every such action, suit, or proceeding may at the option of the claim-

Contracts
and actions
not affected.

ant be carried on against the company which is, in such case for all the purposes thereof substituted for the association; and all the policy holders in the said association shall be policy holders in the company and that all the assets, property, real and personal, debts, rights, claims, business and undertaking of the association heretofore belonging to or vested in the association and all their interest in the same shall be held by and are hereby vested in the company in the same manner and with all such benefits and liabilities attaching to the same, as existed at the time of the passing of this Act; and all the policies and other contracts of assurance and other engagements made or entered into by or on behalf of the said association shall continue to be valid and binding under this Act against the company; and any person having any claim or demand against the said association shall have the same claim or demand against the company.

Policy holders members of company.

3. The company shall be composed of its policy holders who shall own and control all its property and affairs as hereinafter provided, and each policy holder, during the continuance of his policy, shall be and is hereby constituted a member of said company and, while such a member, and not in default in respect of any premium, shall be entitled to give one vote at all annual or general meetings in person or by proxy.

Proxies.

4. Every proxy representing a policy holder must be himself a policy holder and entitled to vote, and an instrument of proxy shall not be valid unless executed within three months of the date of the meeting at which it is to be used, and unless filed with the secretary of the company at least ten days before such meeting, and shall be used only at such meeting or any adjournment thereof, and may be revoked at any time prior to such meeting.

Board of management.

5.—(1) The property, business and affairs of the company shall be managed by a board of nine, fifteen, eighteen or twenty-one directors.

First board of directors.

(2) The present board of directors of the association shall constitute the first board of directors of the company and the members of the board shall continue to hold office for the respective terms for which they were elected directors and until their successors are elected.

Number of directors.

(3) The number of directors shall be determined from time to time by by-law passed and approved of by the votes of three-fifths of the members present or represented by proxy at a special general meeting of the members duly called for considering the by-law, or at any annual general meeting,

and the company may, by the said by-law, provide that the directors or any of them, shall be elected for one, two or three years, and that one-third shall retire annually.

(4) At each annual general meeting there shall be elected a board as determined by by-law aforesaid, but in no case shall such board consist of more than twenty-one or less than nine directors, all of whom shall be eligible for re-election. Election of directors.

6. The directors, may at any time, of their own motion, call a special general meeting of the company for the transaction of business and the notice calling such meeting shall specify the business which is to be transacted thereat. Calling of special general meeting.

7. Notice of the annual general meeting or any special general meeting of the members of the company shall be given by notice published in at least one newspaper in the municipality in which the head office of the company is situate, and in one or more newspapers published in the city of Toronto, and in such other places as the directors think necessary at least one month before the holding of such meeting. Notice of meetings.

8. The company's annual general meeting shall be held on the first Wednesday in February in each year, or on such other date as may from time to time be fixed by by-law passed and approved of by the votes of three-fifths of the members present or represented by proxy at the annual general meeting of the company or at a special general meeting duly called for considering the by-law. Time of general annual meeting.

9. No person shall be eligible to be elected or to continue a director of the company unless he is a member thereof assured for a sum not less than One thousand dollars, and no agent of the company, while he is such agent, shall be elected a director of the company. Qualification of director.

10. The office of any director shall become vacant by death, resignation, lapse of his policy, or absence from three successive meetings of the board without leave of absence having been granted, and such vacancy may be filled for the remainder of the term for which he had been elected, by the directors from among the duly qualified policy holders. Vacancy in office of director.

11. At the annual general meeting of the company all business except increasing the number of directors, shall be transacted without the necessity for specifying such business in the notice of such meeting; and at such annual general meeting a general balance sheet and statement of the affairs of the company and the report of the auditors shall be laid before the members. Transaction of business at annual general meeting.

Power
of directors
to pass
by-laws.

12. The board of directors shall have full power and authority from time to time to make and alter such by-laws as appear to them proper and needful touching the well ordering of the company, and the management and disposition of its property and effects, the calling of special general meetings, the regulation of the meetings of the board of directors, the appointment from time to time of an executive committee or committees of the said board (which if they deem it advisable, may include the manager), with such powers, and to discharge such duties as the board may, from time to time confer and impose upon them; the election of a president, vice-president and second vice-president, the appointment and removal of a general manager, a secretary, a treasurer, an actuary, an auditor, and such other officers as the board deems necessary; the appointment and removal of agents of the company, the regulation of their powers and duties, the remuneration to be paid to them, the security to be given, by them respectively for the due performance of their duties the establishment and regulation of agencies, the adjusting and paying of all claims against the company, the determining of rates, rules and conditions under which the company's policies shall be issued transferred, or purchased, and generally to do all other necessary matters and things they may deem expedient in conducting and managing the interests, business and affairs of the company.

Quorum
of directors.

13.—(1) At all meetings of the directors four shall be a quorum for the transaction of business, and all questions of business shall be decided by a majority of votes; and in case of an equality of votes the president, vice-president, or presiding director shall give the casting vote in addition to his vote as director.

Presiding
officer

(2) At all such meetings the president, or in his absence the vice-president, or in the absence of both, a director chosen by a majority of the directors present, shall preside.

Officer of
company not
to be proxy.

14. No officer or agent of the company shall hold or use any proxy or proxies at meetings of the company.

Head office.

15. The head office of the company shall be at the city of Kingston in the Province of Ontario.

Investment
of funds.
Rev. Stat.,
c. 218.

16. The company may invest its funds in any securities in which, under *The Companies Act*, joint stock insurance companies and cash mutual insurance corporations may invest their funds.

Application
of Rev. Stat.,
cc. 218, 222.

17. The company shall be subject to the provisions of *The Companies Act* and *The Insurance Act*, and the amend-

ments thereto, except in so far as the same are inconsistent with the provisions of this Act.

18. In complying with the requirements of *The Insurance Act* in respect of the valuation of its life insurance contracts issued prior to the 1st day of January, 1930, the company may, until the 1st day of January, 1937, with the approval of the Superintendent of Insurance, base the valuation of such life insurance contracts issued by it on a rate of interest not exceeding four per cent. per annum, notwithstanding any provision to the contrary contained in *The Insurance Act*. Valuation of life insurance contracts, Rev. Stat., c. 222.

19.—(1) A special general meeting of the association shall be called by the directors for the purpose of approving this Act, by a notice to each member mailed, postage prepaid, to his last known post office address at least thirty days previous to the day fixed for such meeting and a proxy (Form "A") shall be sent with the notice. Approval of Act by Association.

(2) This section shall come into force on the day upon which this Act receives the Royal Assent. Commencement of section.

20. This Act (except section 19) shall have no force or effect unless and until the same has been approved by a vote of not less than two-thirds of the members of the association present or represented by proxy at the special general meeting called as provided for by the said section 19 and if so approved shall come into force on the day of such approval and forthwith notice of such approval and of the date thereof shall be given to the Superintendent of Insurance and shall be published forthwith by the company in the *Ontario Gazette*. Commencement of Act, except s. 19.

FORM "A."

PROXY

ODDFELLOWS' RELIEF ASSOCIATION OF CANADA

I, _____, a member of the Oddfellows' Relief Association of Canada, hereby appoint Dr. J. C. Connell, President, or J. Powley, Vice-President, or H. G. Robertson, a Director, or any of them, or _____ as my proxy, to vote for me on my behalf at a special general meeting of the Association to be held on the _____ day of _____, 1929, or at any adjournment thereof in favour of _____ against _____ bringing into force an Act of the Ontario Legislature incorporating the members of the Oddfellows' Relief Association of Canada with such other persons, as may hereafter become members, as a mutual corporation under the name of the Mutual Relief Life Insurance Company, for the sole and only purpose of undertaking any kind of life insurance for which a Mutual Corporation transacting life insurance may be licensed under the provisions of *The Insurance Act*.

Dated this _____ day of _____, 1929.

.....
Signature of Member.

*If in favour of, strike out the word "against."
If opposed, strike out the words "in favour of."



Ontario.
19 George V, 1929.

BILL.

An Act respecting the Oddfellows' Relief
Association.

1st Reading

February 5th, 1929.

2nd Reading

March 13th, 1929.

3rd Reading

March 18th, 1929.

Mr. Knud.

J O R D N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting The Brockville Loan and Savings Company.

WHEREAS The Brockville Loan and Savings Company ^{Preamble} has by its petition represented that it was incorporated as a loan corporation under the provisions of chapter 164 of the Revised Statutes of Ontario, 1877, in the month of May, 1885; and that the said company is a registered loan corporation within the meaning of *The Loan and Trust Corporations Act*; and that its present paid-up capital is three hundred and fifty thousand dollars (\$350,000), with a reserve fund of two hundred and five thousand dollars (\$205,000); and that the balance of its authorized capital of five hundred thousand dollars (\$500,000) has been issued at a premium of ten per centum of the par value thereof upon terms to ensure the full payment therefor on or before the first day of April next; and that it is desirous of obtaining power to carry on the business of a trust company under *The Loan and Trust Corporations Act*, and of surrendering its powers to carry on business as a loan corporation under the said Act, and of changing its name to "The Brockville Trust and Savings Company"; and further, that it is desirous of increasing its present total authorized capital from five hundred thousand dollars (\$500,000) to one million dollars (\$1,000,000); and whereas the company has by its petition prayed that an Act may be passed for such purposes; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. The name of The Brockville Loan and Savings Company ^{Change of name} is hereby changed to "The Brockville Trust and Savings Company."

2. The company upon registration as hereinafter provided, shall be and it is hereby authorized and empowered to carry ^{Power to carry on business as trust company, Rev. Stat. c. 223} on business as a trust company under *The Loan and Trust Corporations Act*, and to exercise all of the powers set out in clauses (a) to (k) inclusive of subsection 1 of section 18 of

The Loan and Trust Corporations Act, and all the other powers, rights and privileges which a trust company may exercise under *The Loan and Trust Corporations Act*.

Powers
as loan
company to
cease with
exceptions.

Rev. Stat.,
c. 223.

3. Save as hereinafter provided, the company shall not after registration as a trust company exercise the powers of a loan corporation under the said *The Loan and Trust Corporations Act*, in so far as such powers exceed or differ from those conferred upon a trust company by the said Act.

Securities as
guarantee of
debentures.

Rev. Stat.,
c. 150.

4. The company shall definitely set aside and ear-mark in respect of its debentures, outstanding from time to time, securities, including loans upon securities, authorized as trustee investments under *The Trustee Act*, equal to the full aggregate amount thereof. The company shall not issue any further debentures or renew any of its outstanding debentures.

Approval
as trust
company
for court
purposes.

5. Notwithstanding that the company has issued and outstanding debentures the Lieutenant-Governor in Council may approve the company being accepted as a trust company for the purposes of the Supreme Court of Ontario as provided in section 20 of *The Loan and Trust Corporations Act*.

Restrictions
on taking
deposits.

6. After registration as a trust company, the company shall not have power to take deposits by way of borrowing moneys, and all deposits then held by the company shall be held by it as trustees for the several depositors and repayment thereof shall by virtue of this Act be guaranteed by the company, and there shall be ear-marked and definitely set aside in respect of such deposits, securities, including loans upon securities or cash, including money on deposit with any chartered bank and securities, including loans upon securities equal to the aggregate amount thereof.

Registration
as trust
company.

Rev. Stat.,
c. 223.

7.—(1) Upon the company complying with the provisions of this Act, the Registrar of Loan Corporations shall cause the company to be registered in the trust companies register and thereupon the company shall, except as hereinafter otherwise provided comply with and be subject to the provisions of the said *The Loan and Trust Corporations Act* applicable to trust companies incorporated pursuant to the said Act.

Cancellation
of registra-
tion as loan
company.

(2) Upon registration of the company as a trust company, the Registrar shall cancel the registration of the company as a loan corporation.

Increase
of capital
stock.

8. The authorized capital of the company is hereby increased from five hundred thousand dollars (\$500,000) to

3

one million dollars (\$1,000,000), consisting of twenty thousand (20,000) shares, of the par value of fifty dollars each.

9. This Act shall come into force on the day upon which it receives the Royal Assent. Commence-
ment of
Act.

BILL.

An Act respecting The Brockville Loan
and Savings Company.

1st Reading,

2nd Reading,

3rd Reading,

MR. CLARK.

(Private Bill.)

BILL

An Act respecting The Brockville Loan and Savings Company.

WHEREAS The Brockville Loan and Savings Company ^{Preamble.} has by its petition represented that it was incorporated as a loan corporation under the provisions of chapter 164 of the Revised Statutes of Ontario, 1877, in the month of May, 1885; and that the said company is a registered loan corporation within the meaning of *The Loan and Trust Corporations Act*; and that its present paid-up capital is three hundred and fifty thousand dollars (\$350,000), with a reserve fund of two hundred and five thousand dollars (\$205,000); and that the balance of its authorized capital of five hundred thousand dollars (\$500,000) has been issued at a premium of ten per centum of the par value thereof upon terms to ensure the full payment therefor on or before the first day of April next; and that it is desirous of obtaining power to carry on the business of a trust company under *The Loan and Trust Corporations Act*, and of surrendering its powers to carry on business as a loan corporation under the said Act, and of changing its name to "The Brockville Trust and Savings Company"; and further, that it is desirous of increasing its present total authorized capital from five hundred thousand dollars (\$500,000) to one million dollars (\$1,000,000); and whereas the company has by its petition prayed that an Act may be passed for such purposes; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. The name of The Brockville Loan and Savings Company ^{Change of name.} is hereby changed to "The Brockville Trust and Savings Company."

2. The company upon registration as hereinafter provided, ^{Power to carry on business as trust company, Rev. Stat., c. 223.} shall be and it is hereby authorized and empowered to carry on business as a trust company under *The Loan and Trust Corporations Act*, and to exercise all of the powers set out in clauses (a) to (k) inclusive of subsection 1 of section 18 of

The Loan and Trust Corporations Act, and all the other powers, rights and privileges which a trust company may exercise under *The Loan and Trust Corporations Act*.

Powers
as loan
company, to
cease with
exceptions.

Rev. Stat.,
c. 223.

3. Save as hereinafter provided, the company shall not after registration as a trust company exercise the powers of a loan corporation under the said *The Loan and Trust Corporations Act*, in so far as such powers exceed or differ from those conferred upon a trust company by the said Act.

Securities as
guarantee of
debentures.

Rev. Stat.,
c. 150.

4. The company shall definitely set aside and ear-mark in respect of its debentures, outstanding from time to time, securities, including loans upon securities, authorized as trustee investments under *The Trustee Act*, equal to the full aggregate amount thereof. The company shall not issue any further debentures or renew any of its outstanding debentures.

Approval
as trust
company
for court
purposes.

5. Notwithstanding that the company has issued and outstanding debentures the Lieutenant-Governor in Council may approve the company being accepted as a trust company for the purposes of the Supreme Court of Ontario as provided in section 20 of *The Loan and Trust Corporations Act*.

Restrictions
on taking
deposits.

6. After registration as a trust company, the company shall not have power to take deposits by way of borrowing moneys, and all deposits then held by the company shall be held by it as trustees for the several depositors and repayment thereof shall by virtue of this Act be guaranteed by the company, and there shall be ear-marked and definitely set aside in respect of such deposits, securities, including loans upon securities or cash, including money on deposit with any chartered bank and securities, including loans upon securities equal to the aggregate amount thereof.

Registration
as trust
company.

Rev. Stat.,
c. 223.

7.—(1) Upon the company complying with the provisions of this Act, the Registrar of Loan Corporations shall cause the company to be registered in the trust companies register and thereupon the company shall, except as hereinafter otherwise provided comply with and be subject to the provisions of the said *The Loan and Trust Corporations Act* applicable to trust companies incorporated pursuant to the said Act.

Cancellation
of registra-
tion as loan
company.

(2) Upon registration of the company as a trust company, the Registrar shall cancel the registration of the company as a loan corporation.

Increase
of capital
stock.

8. The authorized capital of the company is hereby increased from five hundred thousand dollars (\$500,000) to

3

one million dollars (\$1,000,000), consisting of twenty thousand (20,000) shares, of the par value of fifty dollars each.

9. This Act shall come into force on the day upon which it receives the Royal Assent. Commence-
ment of
Act.

BILL.

An Act respecting The Brockville Loan
and Savings Company.

1st Reading,

February 5th, 1929.

2nd Reading,

February 22nd, 1929.

3rd Reading,

March 1st, 1929.

MR. CLARK.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Leamington.

WHEREAS the corporation of the town of Leamington Preamble.
 has by its petition represented that the council of the
 said corporation, pursuant to the provisions of *An Act respect-*
ing the Town of Leamington, passed in 1927, and chaptered
 116, and *The Municipal Drainage Act*, on the 9th day of Rev. Stat.
 January, 1928, passed its By-law No. 1255 intituled "A c. 241
 By-law to provide for drainage work in the township of
 Mersea in the county of Essex and for borrowing on the
 credit of the municipality of the town of Leamington, in
 the county of Essex, the sum of \$63,339.00, the proportion
 to be contributed by said municipality of the town of
 Leamington for completing the same"; that the approval
 and consent of the Minister of Health to the plans and speci-
 fications for the work mentioned in the said by-law was duly
 procured, as required by the said first mentioned Act, and that
 the said work has been completed according to the said plans
 and specifications; that doubts have arisen as to the validity
 of the said by-law and it is desirable that the said by-law
 and all debentures issued or to be issued under the authority
 thereof should be validated and confirmed; and whereas it is
 expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent
 of the Legislative Assembly of the Province of Ontario,
 enacts as follows:—

1. This Act may be cited as *The Town of Leamington Act*, Short title
 1929.

2. By-law No. 1255, passed by the council of the corpora- By-law 1255
 tion of the town of Leamington on the 9th day of January, and debentures
 1928, and all debentures issued or to be issued under the confirmed.
 authority of the said By-law No. 1255, are hereby ratified
 and confirmed and declared to be legal, valid and binding
 upon the corporation of the town of Leamington and the
 ratepayers thereof.

3. This Act shall come into force on the day upon which Commencement of
 it receives the Royal Assent. Act.

BILL.

An Act respecting the Town of Leamington.

1st Reading

2nd Reading

3rd Reading

MR. REID.

(*Private Bill.*)

BILL

An Act respecting the Town of Leamington.

WHEREAS the corporation of the town of Leamington Preamble.
 has by its petition represented that the council of the
 said corporation, pursuant to the provisions of *An Act respect-*
ing the Town of Leamington, passed in 1927, and chaptered
 116, and *The Municipal Drainage Act*, on the 9th day of Rev. Stat.,
 January, 1928, passed its By-law No. 1255 intituled "A c. 241.
 By-law to provide for drainage work in the township of
 Mersea in the county of Essex and for borrowing on the
 credit of the municipality of the town of Leamington, in
 the county of Essex, the sum of \$63,339.00, the proportion
 to be contributed by said municipality of the town of
 Leamington for completing the same"; that the approval
 and consent of the Minister of Health to the plans and speci-
 fications for the work mentioned in the said by-law was duly
 procured, as required by the said first mentioned Act, and that
 the said work has been completed according to the said plans
 and specifications; that doubts have arisen as to the validity
 of the said by-law and it is desirable that the said by-law
 and all debentures issued or to be issued under the authority
 thereof should be validated and confirmed; and whereas it is
 expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent
 of the Legislative Assembly of the Province of Ontario,
 enacts as follows:—

1. This Act may be cited as *The Town of Leamington Act*, Short title.
 1929.

2. By-law No. 1255, passed by the council of the corpora- By-law 1255
 tion of the town of Leamington on the 9th day of January, and debentures
 1928, and all debentures issued or to be issued under the confirmed.
 authority of the said By-law No. 1255, are hereby ratified
 and confirmed and declared to be legal, valid and binding
 upon the corporation of the town of Leamington and the
 ratepayers thereof.

3. This Act shall come into force on the day upon which Commence-
 it receives the Royal Assent. ment of
Act.

3rd Session, 17th Legislature,
Ontario.
19 George V, 1929.

BILL.

An Act respecting the Town of Leamington.

1st Reading

February 12th, 1929.

2nd Reading

February 27th, 1929.

3rd Reading

March 8th, 1929.

MR. REID.

BILL

An Act respecting the Town of Ojibway.

WHEREAS the corporation of the town of Ojibway has ^{Preamble.} by its petition represented that the corporation of the county of Essex passed by-law number 668, to fix the equalization of assessment of a portion of the town of Ojibway, and which by-law is set forth in Schedule "A" hereto, and that it is desirable in the interests of the county and the town that the said by-law should be confirmed; and whereas the said municipal corporation of the town of Ojibway has by its petition further represented that it was incorporated by an Act passed in the year 1913, and chaptered 108, under which Act the first councillors were to hold office until the 31st day of December, 1916; and that the said Act was amended by an Act passed in the year 1916, and chaptered 82, under which amendment the first councillors were to hold office until the 31st day of December, 1919, and that the said Act was further amended by an Act passed in the year 1919, and chaptered 98, under which amendment the first councillors were to hold office until the 31st day of December, 1924, and that the said Act was further amended by an Act passed in the year 1924, and chaptered 111, under which amendment the first councillors were to hold office until the 31st day of December, 1929, and that it is desirable in the interests of the said corporation that the terms of office of the first councillors should be further extended; and whereas the said corporation has prayed that an Act may be passed for such purposes; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Town of Ojibway Act*, Short title.
1929.

2. By-law number 668 passed by the municipal corporation <sup>By-law 668
of county
of Essex
confirmed.</sup> of the county of Essex and dated the 24th day of September, 1928, and set out as Schedule "A" to this Act, is hereby con-

firm and declared to be legal, valid and binding upon the municipal corporations of the county of Essex and the town of Ojibway, and the ratepayers of said municipal corporations.

1913, c. 108, s. 3, subs. 3; 1924, c. 111, s. 2, amended. **3** - (1) Subsection 3 of section 3 of the Act passed in the year 1913, and chaptered 108, as amended by 6 George V, chapter 82, section 3, and further amended by 9 George V, chapter 98, section 1, and as further amended by 14 George V, chapter 111, section 2, is further amended by inserting after the figures "1929," the figures "1930, 1931, 1932, 1933 and 1934."

1913, c. 108, s. 3, subs. 4, amended. (2) Subsection 4 of section 3 of the said Act, as amended by 6 George V, chapter 82, section 3, and further amended by 9 George V, chapter 98, section 1, and further amended by 14 George V, chapter 111, section 2, is further amended by striking out the figures "1929" and substituting therefor the figures "1934."

1913, c. 108, s. 4, 1924, c. 111, s. 2, amended. (3) Section 4 of the said Act, as amended by 6 George V, chapter 82, section 3, and further amended by 9 George V, chapter 98, section 2, and as further amended by 14 George V, chapter 111, section 2, is further amended by striking out the figures "1929" and substituting therefor the figures "1934."

1913, c. 108, s. 5, 1924, c. 111, s. 2, amended. (4) Section 5 of the said Act as amended by 6 George V, chapter 82, section 3, and further amended by 9 George V, chapter 98, section 3, and as further amended by 14 George V, chapter 111, section 2, is further amended by striking out the figures "1929" and substituting therefor the figures "1934."

Commence-
ment of Act. **4.** This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "A."

BY-LAW No. 668

A by-law of the Municipal Corporation of the County of Essex to fix the equalization assessment of a portion of the Town of Ojibway.

Whereas the Corporation of the Town of Ojibway is incorporated under a Special Act of the Legislature of the Province of Ontario as a Town, and includes within its limits about Sixteen hundred and fifty (1,650) acres of land for the purpose of establishing an industrial plant for the manufacture of steel products.

And whereas that portion of the said Town of Ojibway lying west of what is known as Main Street extending to the River Detroit, is set aside as the industrial area of the said Town, and that portion thereof lying east of the said Main Street is intended for residential purposes.

And whereas for various reasons the progress in the development of the said industrial area has been delayed from time to time, and it is deemed advisable by the County of Essex to grant a fixed equalization assessment in respect of the said industrial area for the period of years and for the amounts set forth for the purpose of encouraging the establishment of the said industry by the Canadian Steel Corporation, Limited, the owner of the lands within the said Town.

And whereas the present equalization assessment of the Town of Ojibway for County purposes is \$1,288,000.00.

BE IT THEREFORE ENACTED by the Municipal Corporation of the County of Essex, as follows:—

(1) That the annual equalization assessment for all purposes for that portion of the Municipal Corporation of the Town of Ojibway lying west of what is known as Main Street in the said Town, shall for the years 1929, 1930 and 1931, be the sum of \$900,000.00.

(2) If on the 31st day of December, 1931, there shall be employed in the said Town of Ojibway by the said Industrial Corporation in its operations at least five hundred persons bona fide, and not for the purpose of taking advantage of the provisions herein contained, then the annual equalization assessment for all purposes shall be for the years 1932, 1933 and 1934, the sum of \$1,100,000.00.

(3) If on the 31st day of December, 1934, there shall be employed in the said Town of Ojibway by the said Industrial Corporation in its operations at least eight hundred persons bona fide, and not for the purpose of taking advantage of the provisions herein contained, then the annual equalization assessment for all purposes shall be for the years 1935, 1936, 1937 and 1938, the sum of \$1,300,000.00.

(4) The fixed assessments hereinbefore provided for shall apply to lands, buildings and improvements within the said area, but nothing herein contained shall affect the equalization of the remaining portion of Ojibway, but the same shall be equalized rateably and proportionately with other lands in the County of Essex, according to the provisions of the Assessment Act.

(5) The Town of Ojibway shall forthwith proceed with an application to the Legislature of the Province of Ontario for a Special Act validating this Agreement and shall pay the expenses connected with the said application including such expenses as the County of Essex may be put to in connection therewith.

This By-law shall come into force and effect when passed and validated as hereinbefore provided.

Passed in open Council this 24th day of September, A.D. 1928.

(Sgd.) W. P. COYLE,
Clerk.

(Sgd.) ANTHONY A. MARENTETTE,
Warden.



BILL.

An Act respecting the Town of Ojibway.

1st Reading

2nd Reading

3rd Reading

MR. POISSON.

(Private Bill.)

BILL

An Act respecting the Town of Ojibway.

WHEREAS the corporation of the town of Ojibway has ^{Preamble.} by its petition represented that the corporation of the county of Essex passed by-law number 668, to fix the equalization of assessment of a portion of the town of Ojibway, and which by-law is set forth in Schedule "A" hereto, and that it is desirable in the interests of the county and the town that the said by-law should be confirmed; and whereas the said municipal corporation of the town of Ojibway has by its petition further represented that it was incorporated by an Act passed in the year 1913, and chaptered 108, under which Act the first councillors were to hold office until the 31st day of December, 1916; and that the said Act was amended by an Act passed in the year 1916, and chaptered 82, under which amendment the first councillors were to hold office until the 31st day of December, 1919, and that the said Act was further amended by an Act passed in the year 1919, and chaptered 98, under which amendment the first councillors were to hold office until the 31st day of December, 1924, and that the said Act was further amended by an Act passed in the year 1924, and chaptered 111, under which amendment the first councillors were to hold office until the 31st day of December, 1929, and that it is desirable in the interests of the said corporation that the terms of office of the first councillors should be further extended; and whereas the said corporation has prayed that an Act may be passed for such purposes; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Town of Ojibway Act*, Short title. 1929.

2. By-law number 668 passed by the municipal corporation ^{By-law 668 of county of Essex confirmed.} of the county of Essex and dated the 24th day of September, 1928, and set out as Schedule "A" to this Act, is hereby con-

firmed and declared to be legal, valid and binding upon the municipal corporations of the county of Essex and the town of Ojibway, and the ratepayers of said municipal corporations.

1913, c. 108, s. 3, subs. 2; 1924, c. 111, s. 2, amended. **3.**—(1) Subsection 3 of section 3 of the Act passed in the year 1913, and chaptered 108, as amended by 6 George V, chapter 82, section 3, and further amended by 9 George V, chapter 98, section 1, and as further amended by 14 George V, chapter 111, section 2, is further amended by inserting after the figures "1929," the figures "1930, 1931, 1932, 1933 and 1934."

1913, c. 108, s. 3, subs. 4, amended. (2) Subsection 4 of section 3 of the said Act, as amended by 6 George V, chapter 82, section 3, and further amended by 9 George V, chapter 98, section 1, and further amended by 14 George V, chapter 111, section 2, is further amended by striking out the figures "1929" and substituting therefor the figures "1934."

1913, c. 108, s. 4; 1924, c. 111, s. 2, amended. (3) Section 4 of the said Act, as amended by 6 George V, chapter 82, section 3, and further amended by 9 George V, chapter 98, section 2, and as further amended by 14 George V, chapter 111, section 2, is further amended by striking out the figures "1929" and substituting therefor the figures "1934."

1913, c. 108, s. 5; 1924, c. 111, s. 2, amended. (4) Section 5 of the said Act as amended by 6 George V, chapter 82, section 3, and further amended by 9 George V, chapter 98, section 3, and as further amended by 14 George V, chapter 111, section 2, is further amended by striking out the figures "1929" and substituting therefor the figures "1934."

Commence-
ment of Act. **4.** This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "A."

BY-LAW No. 668

A by-law of the Municipal Corporation of the County of Essex to fix the equalization assessment of a portion of the Town of Ojibway.

Whereas the Corporation of the Town of Ojibway is incorporated under a Special Act of the Legislature of the Province of Ontario as a Town, and includes within its limits about Sixteen hundred and fifty (1,650) acres of land for the purpose of establishing an industrial plant for the manufacture of steel products.

And whereas that portion of the said Town of Ojibway lying west of what is known as Main Street extending to the River Detroit, is set aside as the industrial area of the said Town, and that portion thereof lying east of the said Main Street is intended for residential purposes.

And whereas for various reasons the progress in the development of the said industrial area has been delayed from time to time, and it is deemed advisable by the County of Essex to grant a fixed equalization assessment in respect of the said industrial area for the period of years and for the amounts set forth for the purpose of encouraging the establishment of the said industry by the Canadian Steel Corporation, Limited, the owner of the lands within the said Town.

And whereas the present equalization assessment of the Town of Ojibway for County purposes is \$1,288,000.00.

BE IT THEREFORE ENACTED by the Municipal Corporation of the County of Essex, as follows:—

(1) That the annual equalization assessment for all purposes for that portion of the Municipal Corporation of the Town of Ojibway lying west of what is known as Main Street in the said Town, shall for the years 1929, 1930 and 1931, be the sum of \$900,000.00.

(2) If on the 31st day of December, 1931, there shall be employed in the said Town of Ojibway by the said Industrial Corporation in its operations at least five hundred persons bona fide, and not for the purpose of taking advantage of the provisions herein contained, then the annual equalization assessment for all purposes shall be for the years 1932, 1933 and 1934, the sum of \$1,100,000.00.

(3) If on the 31st day of December, 1934, there shall be employed in the said Town of Ojibway by the said Industrial Corporation in its operations at least eight hundred persons bona fide, and not for the purpose of taking advantage of the provisions herein contained, then the annual equalization assessment for all purposes shall be for the years 1935, 1936, 1937 and 1938, the sum of \$1,300,000.00.

(4) The fixed assessments hereinbefore provided for shall apply to lands, buildings and improvements within the said area, but nothing herein contained shall affect the equalization of the remaining portion of Ojibway, but the same shall be equalized rateably and proportionately with other lands in the County of Essex, according to the provisions of the Assessment Act.

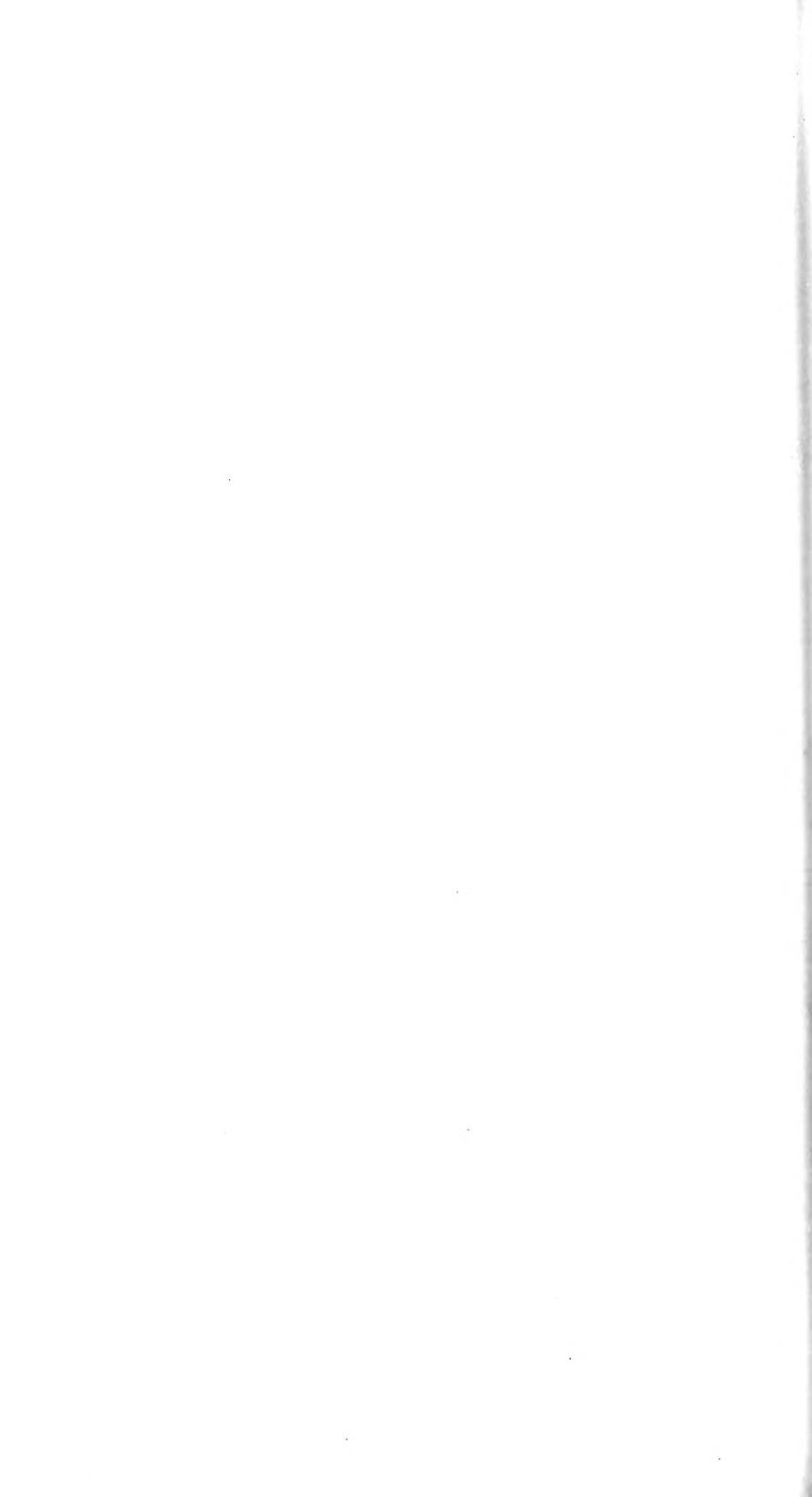
(5) The Town of Ojibway shall forthwith proceed with an application to the Legislature of the Province of Ontario for a Special Act validating this Agreement and shall pay the expenses connected with the said application including such expenses as the County of Essex may be put to in connection therewith.

This By-law shall come into force and effect when passed and validated as hereinbefore provided.

Passed in open Council this 24th day of September, A.D. 1928.

(Sgd.) W. P. COYLE,
Clerk.

(Sgd.) ANTHONY A. MARENTETTE,
Warden.



BILL.

An Act respecting the Town of Ojibway.

1st Reading

February 12th, 1929.

2nd Reading

February 22nd, 1929.

3rd Reading

March 1st, 1929.

Mr. POISSON.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the War Memorial Fund of the Imperial Order Daughters of the Empire.

WHEREAS the Imperial Order Daughters of the Empire Preamble has by its petition represented that it was incorporated by Chapter 78 of the Acts of the Parliament of the Dominion of Canada passed in the year 1917; that the National Chapter of the order is, under the present charter and constitution of the order, the supreme head and executive power thereof; that at a meeting of the said National Chapter held in the year 1919 the said National Chapter by resolution authorized and directed that the order raise a fund of at least \$500,000 for the purpose of a memorial to the Canadian men and women who died in the defence of the British Empire during the Great War, such fund to be known as the War Memorial Fund and to be expended upon certain specified objects; that the said order has raised for the said War Memorial Fund the sum of \$463,097.55 during the year 1919 and subsequent years down to the present time; and that doubts have arisen as to the manner in which the said fund was to be administered and expended by the said National Chapter and as to the power of the said National Chapter to allocate portions of the said fund to certain of the said objects to the exclusion of other or others of the said objects; and whereas the said order has by petition prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. In this Act,

- (a) "Order" shall mean the Imperial Order Daughters Interpretation. of the Empire.
- (b) "National Chapter" shall mean the National Chapter of Canada of the Imperial Order Daughters of the Empire, as provided in the incorporating Act and constitution of the said Order.

Validation
of previous
expendi-
tures

2. All expenditures from the said War Memorial Fund heretofore made by the National Chapter or by any officer or member of the order under or by virtue of any resolution or direction of the National Chapter, and whether such expenditures were made out of capital or income, are hereby sanctioned and declared to be legal and valid.

Authoriza-
tion of
certain ex-
penditures.

3. The National Chapter and the officers and members of the order acting in accordance with resolutions heretofore passed by the National Chapter or directions heretofore given by the National Chapter are hereby authorized and empowered to continue to administer the War Memorial Fund and to make expenditures therefrom in accordance with the said resolutions passed by and the said directions given by the National Chapter for the administration and expenditure of the War Memorial Fund until the annual meeting of the National Chapter to be held during the year 1929, notwithstanding anything contained in the resolution passed by the National Chapter at its annual meeting held in the year 1919 which authorized the raising of the War Memorial Fund and expressed the manner in which such fund should be expended.

Administra-
tion and
War
Memorial
Committee

4. The War Memorial Fund shall be administered as the National Chapter shall determine and direct by a committee constituted by the National Chapter and known as the War Memorial Committee, such committee to consist of such officers and members of the order as the National Chapter may decide but nothing in this section shall interfere with the right of any member of the War Memorial Committee appointed to be a life member thereof from continuing as a member of that committee in accordance with such appointment and nothing contained in this section shall interfere with any existing right of provincial officers to be members of the said War Memorial Committee.

Purposes for
which War
Memorial
Fund may be
used

5. The unexpended balance of the War Memorial Fund, whether capital or income, and any further moneys added to the said fund shall be appropriated, used and expended by the National Chapter to promote the educational work of the order as a memorial to the Canadian men and women who have died in the defence of the British Empire during the Great War, but for greater certainty such fund shall be allocated to and used and expended upon all or any of the following objects:

- (a) To found bursaries in Canadian universities of sufficient value to provide a university education or its recognized equivalent available for and limited to such sons and daughters who were born on or prior to the 31st day of December, 1919, of

- (i) the soldiers or sailors or men of the air force killed in action or who died prior to the declaration of peace from wounds or from any other cause directly attributable to the war;
 - (ii) the permanently disabled soldiers or sailors or men of the air force or those of them who were so seriously disabled by reason of injuries received in military, naval or air force service that they are unable to provide a university education or its recognized equivalent for such sons and daughters;
 - (iii) the soldiers or sailors or men of the air force who by reason of injuries received in such service died after the declaration of peace while any such of their sons and daughters are of school age.
- (b) To found post-graduate scholarships in history or economics or constitutional government or any subject vital to the interests of the British Empire in such university or universities as may be approved by the War Memorial Committee and which shall be located in Great Britain or any part of the British Empire.
 - (c) To found a travelling fellowship to be competed for by such scholars who have held bursaries under clause (a) or scholarships under clause (b) who may be designated as eligible by the National Chapter;
 - (d) To found a lecture foundation in Canada for the teaching of the history of the British Empire;
 - (e) To place in schools selected by the Department of Education of any province in Canada, some of the reproductions of a series of Canadian War Memorial pictures painted for the Dominion Government by leading artists of the Empire to commemorate Canada's part in the Great War;
 - (f) To promote courses of illustrated lectures for the children of Canada on the history and geography of the Empire.
 - (g) To place a Daughters of the Empire library in such schools in Canada as may be designated by the War Memorial Committee, which have in attendance children of foreign-born parents.

Further
power to
allocate
funds

6. The National Chapter shall have power from time to time to allocate the funds constituting the War Memorial Fund in such manner and in such proportions as between the different objects enumerated in the next preceding section as it shall see fit and if deemed advisable in such manner as to exclude any of such objects; and the allocation of any particular part of the said War Memorial Fund to any of such objects shall not prevent the National Chapter from devoting any part of the fund so allocated and remaining unexpended to any other of such objects, notwithstanding such previous exclusion thereof.

Accounting.

7. Notwithstanding any Act of this Legislature, the order and its National Chapter shall not be obliged to account to any person for or in respect of the receipts or expenditures in connection with the War Memorial Fund unless required to do so by the direction of the Attorney General, such direction to be made on such grounds as to the Attorney General may seem sufficient.

Commence-
ment of Act

8.—(1) This Act, excepting sections 4, 5 and 6, shall come into force on the day upon which it receives the Royal Assent.

(2) Sections 4, 5 and 6 shall come into force on a day to be named by the Lieutenant-Governor by his Proclamation.



BILL.

An Act respecting the War Memorial Fund
of the Imperial Order Daughters
of the Empire.

1st Reading

2nd Reading

3rd Reading

MR. MACATLAY.

(*Private Bill.*)

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the War Memorial Fund of the Imperial Order Daughters of the Empire.

WHEREAS the Imperial Order Daughters of the Empire Preamble. has by its petition represented that it was incorporated by Chapter 78 of the Acts of the Parliament of the Dominion of Canada passed in the year 1917; that the National Chapter of the Order is, under the present charter and constitution of the Order, the supreme head and executive power thereof; that at a meeting of the said National Chapter held in the year 1919 the said National Chapter by resolution authorized and directed that the Order raise a fund of at least \$500,000 for the purpose of a memorial to the Canadian men and women who died in the defence of the British Empire during the Great War, such fund to be known as the War Memorial Fund and to be expended upon certain specified objects; that the said Order has raised for the said War Memorial Fund the sum of \$463,097.55 during the year 1919 and subsequent years down to the present time; and that doubts have arisen as to the manner in which the said fund was to be administered and expended by the said National Chapter and as to the power of the said National Chapter to allocate portions of the said fund to certain of the said objects to the exclusion of other or others of the said objects; and whereas the said Order has by petition prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. In this Act,

- (a) "Order" shall mean the Imperial Order Daughters Interpretation. of the Empire.
- (b) "National Chapter" shall mean the National Chapter of Canada of the Imperial Order Daughters of the Empire, as provided in the incorporating Act and constitution of the said Order.

Validation
of previous
expendi-
tures.

2. All expenditures from the said War Memorial Fund heretofore made by the National Chapter or by any officer or member of the Order under or by virtue of any resolution or direction of the National Chapter, and whether such expenditures were made out of capital or income, are hereby sanctioned and declared to be legal and valid.

Authoriza-
tion of
certain ex-
penditures.

3. The National Chapter and the officers and members of the Order acting in accordance with resolutions heretofore passed by the National Chapter or directions heretofore given by the National Chapter are hereby authorized and empowered to continue to administer the War Memorial Fund and to make expenditures therefrom in accordance with the said resolutions passed by and the said directions given by the National Chapter for the administration and expenditure of the War Memorial Fund until the annual meeting of the National Chapter to be held during the year 1929, notwithstanding anything contained in the resolution passed by the National Chapter at its annual meeting held in the year 1919 which authorized the raising of the War Memorial Fund and expressed the manner in which such fund should be expended.

Administra-
tion and
War
Memorial
Committee.

4. The War Memorial Fund shall be administered as the National Chapter shall determine and direct by a committee constituted by the National Chapter and known as the War Memorial Committee, such committee to consist of such officers and members of the Order as the National Chapter may decide but nothing in this section shall interfere with the right of any member of the War Memorial Committee appointed to be a life member thereof from continuing as a member of that committee in accordance with such appointment and nothing contained in this section shall interfere with any existing right of provincial officers to be members of the said War Memorial Committee.

Purposes for
which War
Memorial
Fund may be
used.

5. The unexpended balance of the War Memorial Fund, whether capital or income, and any further moneys added to the said fund shall be appropriated, used and expended by the National Chapter to promote the educational work of the Order as a memorial to the Canadian men and women who have died in the defence of the British Empire during the Great War, but for greater certainty such fund shall be allocated to and used and expended upon all or any of the following objects:

- (a) To found bursaries in Canadian universities of sufficient value to provide a university education or its recognized equivalent available for and limited to such sons and daughters, *residing in Canada*, as were born on or prior to the 31st day of December, 1919, of

- (i) the soldiers or sailors or men of the air force killed in action or who died prior to the declaration of peace from wounds or from any other cause directly attributable to the war;
 - (ii) the permanently disabled soldiers or sailors or men of the air force or those of them who were so seriously disabled by reason of injuries received in military, naval or air force service that they are unable to provide a university education or its recognized equivalent for such sons and daughters;
 - (iii) the soldiers or sailors or men of the air force who by reason of injuries received in such service died after the declaration of peace while any such of their sons and daughters *were of or under school age.*
- (b) To found post-graduate scholarships in history or economics or constitutional government or any subject vital to the interests of the British Empire in such university or universities as may be approved by the War Memorial Committee and which shall be located in Great Britain or any part of the British Empire.
 - (c) To found a travelling fellowship to be competed for by such scholars who have held bursaries under clause (a) or scholarships under clause (b) who may be designated as eligible by the National Chapter;
 - (d) To found a lecture foundation in Canada for the teaching of the history of the British Empire;
 - (e) To place in schools selected by the Department of Education of any province in Canada, some of the reproductions of a series of Canadian War Memorial pictures painted for the Dominion Government by leading artists of the Empire to commemorate Canada's part in the Great War;
 - (f) To promote courses of illustrated lectures for the children of Canada on the history and geography of the Empire.
 - (g) To place a Daughters of the Empire library in such schools in Canada as may be designated by the War Memorial Committee, which have in attendance children of foreign-born parents.

Further
power to
allocate
funds.

6. The National Chapter shall have power from time to time to allocate the funds constituting the War Memorial Fund in such manner and in such proportions, between the different objects enumerated in the next preceding section, as it shall see fit and if deemed advisable in such manner as to exclude any of such objects; and the allocation of any particular part of the said War Memorial Fund to any of such objects shall not prevent the National Chapter from devoting any part of the fund so allocated and remaining unexpended to any other of such objects, notwithstanding such previous exclusion thereof.

Accounting.

7. Notwithstanding any Act of this Legislature, the Order and its National Chapter shall not be obliged to account to any person for or in respect of the receipts or expenditures in connection with the War Memorial Fund unless required to do so by the direction of the Attorney General, such direction to be made on such grounds as to the Attorney General may seem sufficient.

Commence-
ment of Act.

8.—(1) This Act, excepting sections 4, 5 and 6, shall come into force on the day upon which it receives the Royal Assent.

(2) Sections 4, 5 and 6 shall come into force on a day to be named by the Lieutenant-Governor by his Proclamation.



Ontario.
19 George V, 1929.

BILL.

An Act respecting the War Memorial Fund
of the Imperial Order Daughters
of the Empire.

1st Reading

February 5th, 1929.

2nd Reading

3rd Reading

MR. MACCULLAY.

(*Reprinted as amended by the Private
Bills Committee*).

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the War Memorial Fund of the Imperial Order Daughters of the Empire.

WHEREAS the Imperial Order Daughters of the Empire Preamble. has by its petition represented that it was incorporated by Chapter 78 of the Acts of the Parliament of the Dominion of Canada passed in the year 1917; that the National Chapter of the Order is, under the present charter and constitution of the Order, the supreme head and executive power thereof; that at a meeting of the said National Chapter held in the year 1919 the said National Chapter by resolution authorized and directed that the Order raise a fund of at least \$500,000 for the purpose of a memorial to the Canadian men and women who died in the defence of the British Empire during the Great War, such fund to be known as the War Memorial Fund and to be expended upon certain specified objects; that the said Order has raised for the said War Memorial Fund the sum of \$463,097.55 during the year 1919 and subsequent years down to the present time; and that doubts have arisen as to the manner in which the said fund was to be administered and expended by the said National Chapter and as to the power of the said National Chapter to allocate portions of the said fund to certain of the said objects to the exclusion of other or others of the said objects; and whereas the said Order has by petition prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. In this Act,

- (a) "Order" shall mean the Imperial Order Daughters Interpretation. of the Empire.
- (b) "National Chapter" shall mean the National Chapter of Canada of the Imperial Order Daughters of the Empire, as provided in the incorporating Act and constitution of the said Order.

Validation
of previous
expendi-
tures.

2. All expenditures from the said War Memorial Fund heretofore made by the National Chapter or by any officer or member of the Order under or by virtue of any resolution or direction of the National Chapter, and whether such expenditures were made out of capital or income, are hereby sanctioned and declared to be legal and valid.

Authoriza-
tion of
certain ex-
penditures.

3. The National Chapter and the officers and members of the Order acting in accordance with resolutions heretofore passed by the National Chapter or directions heretofore given by the National Chapter are hereby authorized and empowered to continue to administer the War Memorial Fund and to make expenditures therefrom in accordance with the said resolutions passed by and the said directions given by the National Chapter for the administration and expenditure of the War Memorial Fund until the annual meeting of the National Chapter to be held during the year 1929, notwithstanding anything contained in the resolution passed by the National Chapter at its annual meeting held in the year 1919 which authorized the raising of the War Memorial Fund and expressed the manner in which such fund should be expended.

Administra-
tion and
War
Memorial
Committee.

4. The War Memorial Fund shall be administered as the National Chapter shall determine and direct by a committee constituted by the National Chapter and known as the War Memorial Committee, such committee to consist of such officers and members of the Order as the National Chapter may decide but nothing in this section shall interfere with the right of any member of the War Memorial Committee appointed to be a life member thereof from continuing as a member of that committee in accordance with such appointment and nothing contained in this section shall interfere with any existing right of provincial officers to be members of the said War Memorial Committee.

Purposes for
which War
Memorial
Fund may be
used.

5. The unexpended balance of the War Memorial Fund, whether capital or income, and any further moneys added to the said fund shall be appropriated, used and expended by the National Chapter to promote the educational work of the Order as a memorial to the Canadian men and women who have died in the defence of the British Empire during the Great War, but for greater certainty such fund shall be allocated to and used and expended upon all or any of the following objects:

- (a) To found bursaries in Canadian universities of sufficient value to provide a university education or its recognized equivalent available for and limited to such sons and daughters, residing in Canada, as were born on or prior to the 31st day of December, 1919, of

- (i) the soldiers or sailors or men of the air force killed in action or who died prior to the declaration of peace from wounds or from any other cause directly attributable to the war;
 - (ii) the permanently disabled soldiers or sailors or men of the air force or those of them who were so seriously disabled by reason of injuries received in military, naval or air force service that they are unable to provide a university education or its recognized equivalent for such sons and daughters;
 - (iii) the soldiers or sailors or men of the air force who by reason of injuries received in such service died after the declaration of peace while any such of their sons and daughters were of or under school age.
- (b) To found post-graduate scholarships in history or economics or constitutional government or any subject vital to the interests of the British Empire in such university or universities as may be approved by the War Memorial Committee and which shall be located in Great Britain or any part of the British Empire.
 - (c) To found a travelling fellowship to be competed for by such scholars who have held bursaries under clause (a) or scholarships under clause (b) who may be designated as eligible by the National Chapter;
 - (d) To found a lecture foundation in Canada for the teaching of the history of the British Empire;
 - (e) To place in schools selected by the Department of Education of any province in Canada, some of the reproductions of a series of Canadian War Memorial pictures painted for the Dominion Government by leading artists of the Empire to commemorate Canada's part in the Great War;
 - (f) To promote courses of illustrated lectures for the children of Canada on the history and geography of the Empire.
 - (g) To place a Daughters of the Empire library in such schools in Canada as may be designated by the War Memorial Committee, which have in attendance children of foreign-born parents.

Further
power to
allocate
funds.

6. The National Chapter shall have power from time to time to allocate the funds constituting the War Memorial Fund in such manner and in such proportions, between the different objects enumerated in the next preceding section, as it shall see fit and if deemed advisable in such manner as to exclude any of such objects; and the allocation of any particular part of the said War Memorial Fund to any of such objects shall not prevent the National Chapter from devoting any part of the fund so allocated and remaining unexpended to any other of such objects, notwithstanding such previous exclusion thereof.

Accounting.

7. Notwithstanding any Act of this Legislature, the Order and its National Chapter shall not be obliged to account to any person for or in respect of the receipts or expenditures in connection with the War Memorial Fund unless required to do so by the direction of the Attorney General, such direction to be made on such grounds as to the Attorney General may seem sufficient.

Commence-
ment of Act.

8.—(1) This Act, excepting sections 4, 5 and 6, shall come into force on the day upon which it receives the Royal Assent.

(2) Sections 4, 5 and 6 shall come into force on a day to be named by the Lieutenant-Governor by his Proclamation.



BILL.

An Act respecting the War Memorial Fund
of the Imperial Order Daughters
of the Empire.

1st Reading

February 5th, 1929.

2nd Reading

February 22nd, 1929.

3rd Reading

March 1st, 1929.

MR. MACAULAY.

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Central Canada Exhibition Association

WHEREAS, the Central Canada Exhibition Association ^{Preamble} has, by its petition, prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition:

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *Central Canada Exhibition Association Act, 1929.* ^{Short title.}

2. Subsections 2, 3, 4 and 5 of section 4 of the Act passed ^{51 Vic. c. 79} in the fifty-first year of the reign of Her late Majesty, Queen ^{10, subss.} Victoria, chaptered 79, being *An Act to incorporate the Central* ^{(1910, c. 125,} *Canada Exhibition Association*, as enacted by section 1 of ^{s. 11,} chapter 125 of the Acts passed in the ninth year of the reign of His Majesty, King George V, are repealed and the following ^{repealed} substituted therefor:

- (2) Exclusive of such persons as may from time to time ^{Limit of membership in certain sections} be admitted to membership of the association pursuant to by-law passed by the board of directors, not more than seventy-five (75) persons shall be members of either section mentioned in clauses (b) or (c) of subsection 1 at any time.
- (3) The city council section shall consist of the mayor, ^{Membership of city council section.} the members of the board of control and the members of the council of the city of Ottawa.
- (4) The manufacturers', merchants, liberal arts and ^{Membership of manufacturers', merchants', etc., section.} miscellaneous section shall consist of:

The president and two members of the Board of Trade of the city of Ottawa, the president and nine members of the Retail Merchants' Association of

Canada, Ottawa branch, the president and eight members of the Service Grocers' Association of the city of Ottawa. Two members of each of the following bodies: The Wholesale Grocers' Association of the city of Ottawa, the Commercial Travellers' Association of the city of Ottawa, the Allied Trades and Labour Association of Ottawa, the Ottawa Automotive Association, the Canadian Club of Ottawa, the Rotary Club, the Kiwanis Club, the Gyro Club, the Lions Club, the Hundred Club, the Canadian Manufacturers' Association, the chairman and one other member of the Public School Board. One member of each of the following bodies: The Ottawa Roman Catholic School Board, the Collegiate School Board, the Canadian Legion, Ottawa Branch Number 16, the Civil Service Association of Ottawa, the Canadian Lumbermen's Association of Ottawa, the Central Council of Municipal Associations of Ottawa, the Ottawa Property Holders' Association, Eastern Ontario Weekly Press Association, Ottawa Hunt and Golf Club, Ottawa Electric Railway Company, the Federal District Commission, one representative appointed by the proprietors of *The Ottawa Journal*, *The Citizen* and *Le Droit* Newspapers, and representatives of such other organizations as may from time to time be admitted by a vote of the directors provided the total number of representative members in this section shall not exceed seventy-five (75), together with all past presidents of the association, and such other persons resident in the city of Ottawa, as may from time to time be admitted to membership of the association on a vote of the directors and on payment of the annual membership fee, provided that no other officer or servant of the Government of Canada, or of the Government of Ontario, holding office in or attached to, the Department of Agriculture of such Government respectively shall be a member of such section.

Membership
of Agri-
cultural
section.

- (5) The agricultural section shall consist of the following:

The Minister and Deputy Minister of Agriculture of the Province of Ontario, the Minister and Deputy Minister of Agriculture of the Province of Quebec, the Director of Live Stock Branch of the Ontario Department of Agriculture, the Superintendent of Agricultural and Horticultural Societies of the Province of Ontario, the Director of the Kemptville Agricultural School, the Deputy Minister of Agriculture for Canada, the Director of Dominion

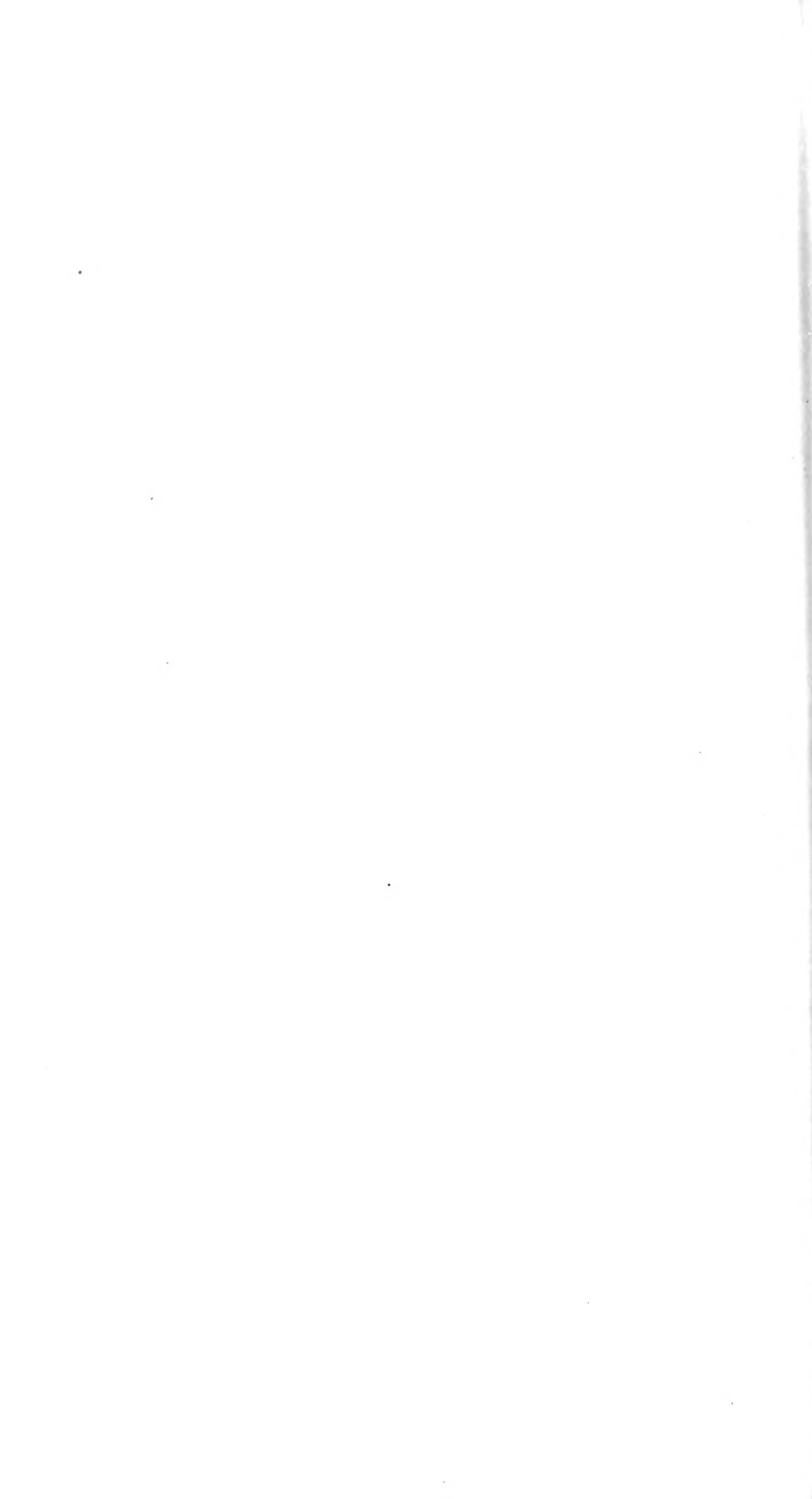
Experimental Farms, the Dominion Live Stock Commissioner, the Dominion Animal Husbandman, the Dominion Poultry Husbandman, the Dominion Veterinary Director General, the Dominion Dairy Commissioner, the Dominion Seed Commissioner, the Dominion Fruit Commissioner, the Superintendent of the Central Experimental Farm, the Dominion Horticulturist, the Greenhouse Specialist of the Dominion Experimental Farm. Two representatives from each of the following bodies: The Canadian National Live Stock Records, the Dominion Shorthorn Breeders' Association, the Holstein-Friesian Association of Canada, the Canadian Ayrshire Breeders' Association, the Canadian Jersey Cattle Club, the Clydesdale Horse Association, Ontario Swine Breeders' Association, Ontario Sheep Breeders' Association, Ontario Cattle Breeders' Association, Ontario Horse Breeders' Association, Ottawa Horticultural Society, Eastern Ontario Poultry Association, Ottawa Pigeon and Pet Stock Association, Ottawa Kennel Club. One representative from each of the following: Canadian Hereford Breeders' Association, Canadian Swine Breeders' Association, Canadian Sheep Breeders' Association, Canadian National Poultry Record Association, Ottawa Poultry Association, Ontario Yorkshire Breeders' Association, Ottawa Riding Club, Canadian Standard Bred Horse Breeders' Association, Canadian Pony Society, Canadian Percheron Horse Breeders' Association, Canadian Thoroughbred Horse Society, Canadian Kennel Club, Ottawa Branch Vegetable Growers' Association, Ontario Vegetable Growers' Association, Central Canada Veterinary Association, Eastern Ontario Dairymen's Association, Eastern Ontario Ayrshire Breeders' Association, Eastern Ontario Jersey Breeders' Association, such representatives to be named and appointed by the said several bodies at their annual meeting for the election of officers; and such number of representatives of other bodies or such other persons as the Board of Directors may see fit to assign to this section provided that in no case shall the number of members attached to this section exceed 75.

3. Subsection 1 of section 9 of the Act incorporating the Central Canada Exhibition Association, as enacted by section 2 of chapter 125 of the Acts passed in the ninth year of the reign of His Majesty King George V, is repealed and the following substituted therefor:

9.—(1) The Board of Directors shall consist of:

Constitution of Board of Directors.

The mayor and seven other members of the council of the city of Ottawa, to be named and appointed by such council not later than the third Wednesday of January in each year, and the sections set out in the clauses lettered *(b)* and *(c)* in subsection 1 of section 4 of this Act shall each elect in each year at the annual meeting of the association, eight (8) directors by a plurality of votes of the members of such section present in person and voting, and all past presidents of the association and the warden of the county of Carleton for the time being shall also be directors of the association.



BILL.

An Act respecting the Central Canada
Exhibition Association

1st Reading

2nd Reading

3rd Reading

MR. HONEYWELL.

(*Private Bill.*)

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Central Canada Exhibition Association

WHEREAS, the Central Canada Exhibition Association Preamble.
has, by its petition, prayed for special legislation in
respect of the matters hereinafter set forth; and whereas
it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent
of the Legislative Assembly of the Province of Ontario,
enacts as follows:—

1. This Act may be cited as *Central Canada Exhibition Association Act, 1929.* Short title.

2. Subsections 2, 3, 4 and 5 of section 4 of the Act passed 51 Vic. c. 79,
in the fifty-first year of the reign of Her late Majesty, Queen s. 4, subss.
Victoria, chaptered 79, being *An Act to incorporate the Central* 2-5,
Canada Exhibition Association, as enacted by section 1 of (1919, c. 125,
chapter 125 of the Acts passed in the ninth year of the reign of s. 1),
His Majesty, King George V, are repealed and the following
substituted therefor:

- (2) Exclusive of such persons as may from time to time Limit of
be admitted to membership of the association pur- membership
suant to by-law passed by the board of directors, in certain
not more than seventy-five (75) persons shall be sections,
members of either section mentioned in clauses (b)
or (c) of subsection 1 at any time.
- (3) The city council section shall consist of the mayor, Membership
the members of the board of control and the members of city
of the council of the city of Ottawa. council
section.
- (4) The manufacturers', merchants, liberal arts and Membership
miscellaneous section shall consist of: of manu-
facturers'
merchants',
etc., section.

The president and two members of the Board of
Trade of the city of Ottawa, the president and nine
members of the Retail Merchants' Association of

Canada, Ottawa branch, the president and eight members of the Service Grocers' Association of the city of Ottawa. Two members of each of the following bodies: The Wholesale Grocers' Association of the city of Ottawa, the Commercial Travellers' Association of the city of Ottawa, the Allied Trades and Labour Association of Ottawa, the Ottawa Automotive Association, the Canadian Club of Ottawa, the Rotary Club, the Kiwanis Club, the Gyro Club, the Lions Club, the Hundred Club, the Canadian Manufacturers' Association, the chairman and one other member of the Public School Board. One member of each of the following bodies: The Ottawa Roman Catholic School Board, the Collegiate School Board, the Canadian Legion, Ottawa Branch Number 16, the Civil Service Association of Ottawa, the Canadian Lumbermen's Association of Ottawa, the Central Council of Municipal Associations of Ottawa, the Ottawa Property Holders' Association, Eastern Ontario Weekly Press Association, Ottawa Hunt and Golf Club, Ottawa Electric Railway Company, the Federal District Commission, one representative appointed by the proprietors of *The Ottawa Journal*, *The Citizen* and *Le Droit News-papers*, and representatives of such other organizations as may from time to time be admitted by a vote of the directors provided the total number of representative members in this section shall not exceed seventy-five (75), together with all past presidents of the association, and such other persons resident in the city of Ottawa, as may from time to time be admitted to membership of the association on a vote of the directors and on payment of the annual membership fee, provided that no other officer or servant of the Government of Canada, or of the Government of Ontario, holding office in or attached to, the Department of Agriculture of such Government respectively shall be a member of such section.

Membership
of Agri-
cultural
section.

- (5) The agricultural section shall consist of the following:

The Minister and Deputy Minister of Agriculture of the Province of Ontario, the Minister and Deputy Minister of Agriculture of the Province of Quebec, the Director of Live Stock Branch of the Ontario Department of Agriculture, the Superintendent of Agricultural and Horticultural Societies of the Province of Ontario, the Director of the Kemptville Agricultural School, the Deputy Minister of Agriculture for Canada, the Director of Dominion

Experimental Farms, the Dominion Live Stock Commissioner, the Dominion Animal Husbandman, the Dominion Poultry Husbandman, the Dominion Veterinary Director General, the Dominion Dairy Commissioner, the Dominion Seed Commissioner, the Dominion Fruit Commissioner, the Superintendent of the Central Experimental Farm, the Dominion Horticulturist, the Greenhouse Specialist of the Dominion Experimental Farm. Two representatives from each of the following bodies: The Canadian National Live Stock Records, the Dominion Shorthorn Breeders' Association, the Holstein-Friesian Association of Canada, the Canadian Ayrshire Breeders' Association, the Canadian Jersey Cattle Club, the Clydesdale Horse Association, Ontario Swine Breeders' Association, Ontario Sheep Breeders' Association, Ontario Cattle Breeders' Association, Ontario Horse Breeders' Association, Ottawa Horticultural Society, Eastern Ontario Poultry Association, Ottawa Pigeon and Pet Stock Association, Ottawa Kennel Club. One representative from each of the following: Canadian Hereford Breeders' Association, Canadian Swine Breeders' Association, Canadian Sheep Breeders' Association, Canadian National Poultry Record Association, Ottawa Poultry Association, Ontario Yorkshire Breeders' Association, Ottawa Riding Club, Canadian Standard Bred Horse Breeders' Association, Canadian Pony Society, Canadian Percheron Horse Breeders' Association, Canadian Thoroughbred Horse Society, Canadian Kennel Club, Ottawa Branch Vegetable Growers' Association, Ontario Vegetable Growers' Association, Central Canada Veterinary Association, Eastern Ontario Dairymen's Association, Eastern Ontario Ayrshire Breeders' Association, Eastern Ontario Jersey Breeders' Association, such representatives to be named and appointed by the said several bodies at their annual meeting for the election of officers; and such number of representatives of other bodies or such other persons as the Board of Directors may see fit to assign to this section provided that in no case shall the number of members attached to this section exceed 75.

3. Subsection 1 of section 9 of the Act incorporating the Central Canada Exhibition Association, as enacted by section 2 of chapter 125 of the Acts passed in the ninth year of the reign of His Majesty King George V, is repealed and the following substituted therefor:

9.—(1) The Board of Directors shall consist of:

The mayor and seven other members of the council of the city of Ottawa, to be named and appointed by such council not later than the third Wednesday of January in each year, and the sections set out in the clauses lettered (*b*) and (*c*) in subsection 1 of section 4 of this Act shall each elect in each year at the annual meeting of the association, eight (8) directors by a plurality of votes of the members of such section present in person and voting, and all past presidents of the association and the warden of the county of Carleton for the time being shall also be directors of the association.



SCHEDULE "A"

TOWNSHIP OF CORNWALL.

BY-LAW NUMBER 1150, 1928

Whereas the Ottawa and New York Railway Company and The New York Central Railroad Company is the owner of that portion of an International Railway Bridge, the portion of which north of the International Boundary between the Dominion of Canada and the United States of America lies within the Township of Cornwall;

And whereas differences have heretofore existed between "the Corporation" of the Township of Cornwall and the Ottawa and New York Railway Company and The New York Central Railroad Company with reference to the rights of "the Corporation" of the Township of Cornwall to assess and tax the portions of the said bridge situate within the Township of Cornwall and to impose upon the Ottawa and New York Railway Company and The New York Central Railroad Company the taxes with respect thereto;

And whereas such differences existed both in respect of the legal rights of "the Corporation" of the Township of Cornwall to assess and tax the said portions of the said bridge and in respect of the amount at which said property is assessable should be assessed;

And whereas such differences were mutually adjusted by the said Corporation and the said Ottawa and New York Railway Company by an Agreement made and entered into and bearing date the 7th day of April, 1919, which said agreement was confirmed by By-law Number 981 of the Township of Cornwall for the year 1919, passed, signed and sealed in open Council on the 5th day of May, 1919, which said By-law was confirmed by an Act of the Legislature of Ontario, assented to on the 4th day of June, 1920, being Chapter 116, 10-11, George V, 1920.

And whereas such agreement mentioned in last preceding paragraph expires on the 31st day of December, 1928;

And whereas it has been agreed between "the Corporation" and "the Company" for the purpose of settling such differences for a further period of ten years, the said portions of the bridge and other property hereinafter described, may be assessed at the fixed sum of one hundred and fifty thousand dollars (\$150,000.00);

Therefore, the Council of "the Corporation" of the Township of Cornwall hereby enacts as follows:—

1. For a further period of ten years from the thirty-first day of December, one thousand nine hundred and twenty-eight and from thence ensuing and including the year one thousand nine hundred and twenty-nine, up to and including the year one thousand nine hundred and thirty-eight, the said bridge including the right-of-way and all bridge and road construction between the international boundary on the south and the northerly line of the Cornwall Canal Reserve, where said Canal crosses lot number fourteen in the first concession of the said Township of Cornwall shall be annually assessed (including business and all other assessments made by "the Corporation") at the sum of one hundred and fifty thousand dollars (\$150,000.00) in each and every year of the said period of ten years.

2. During the said period of ten years all municipal rates, taxes, levies and assessments made or levied against the said "Company" with respect to the said described property or any portion thereof shall be made and levied upon the said fixed assessment of one hundred and fifty thousand dollars (\$150,000.00).

3. The legal rights of "the Corporation" and "the Company" shall not be affected by anything herein contained but at the close of the said period of ten years shall again be in all respects as they were prior to the execution of this present agreement.

4. "The Corporation" shall petition the Legislature of Ontario for an Act to validate this Agreement such Legislation to be obtained at the expense of "the Company" as to Government fees.

The Reeve and the Township Clerk are hereby authorized to enter into an agreement with the Ottawa and New York Railway Company and The New York Central Railroad Company embodying the terms of this By-law and to affix the seal of "the Corporation" of the Township of Cornwall thereto.

Passed, signed and sealed in open Council this 7th day of August, 1928.

V. McDONALD, *Reeve*,

(*Township Seal*)

J. W. McLEOD, *Township Clerk*.

SCHEDULE "B."

In the matter of the assessment of The Ottawa and New York Railway Company and The New York Central Railroad Company's International Bridge, in the Township of Cornwall.

Agreement made this 7th day of August, A.D. 1928.

Between

THE CORPORATION OF THE TOWNSHIP OF CORNWALL
(hereinafter called "the Corporation"),

of the first part,

—and—

THE OTTAWA AND NEW YORK RAILWAY COMPANY,

—and

THE NEW YORK CENTRAL RAILROAD COMPANY
(hereinafter called "the Company"),

of the second part.

Whereas "the Company" is the owner of that portion of an International Railway Bridge which is north of the International boundary between the Dominion of Canada and the United States of America, which portion of said Railway Bridge lies within the Township of Cornwall, in the County of Stormont and Province of Ontario;

And whereas differences have heretofore existed between "the Corporation" and "the Company" with reference to the rights of "the Corporation" to assess and tax the portions of said Bridge, situate within the Township of Cornwall and to impose upon "the Company" taxes with respect thereto;

And whereas such differences existed both in respect of the legal rights of "the Corporation" to assess and tax the said portions of the said Bridge and in respect of the amount at which such property if assessable should be assessed;

And whereas said differences were mutually adjusted by the said Corporation and the said Company by an agreement made and entered into and bearing date the 7th day of April, A.D. 1919, which said agreement was confirmed by By-law Number 981 of the Township of Cornwall for the year 1919, passed, signed and sealed in open Council on the 5th day of May, 1919, which said By-law was confirmed by an Act of the Legislature of the Province of Ontario, assented to on the 4th day of June, 1920, being chapter 116, 10-11 George V, 1920;

And whereas said agreement mentioned in last preceding paragraph expires on the 31st day of December, 1928;

And whereas it has been agreed between "the Corporation" and "the Company" that for the purposes of further settling such differences for a further period of ten years, the said portions of the said Bridge and other property hereinafter described may be assessed at the fixed sum of one hundred and fifty thousand dollars (\$150,000.00);

Now therefore this agreement witnesseth that in consideration of the premises and of the mutual covenants hereinafter set forth the parties hereto for themselves, their successors and assigns, covenant, promise and agree to, and with each other, in manner and form following, that is to say:—

1. For a further period of ten years from the thirty-first day of December, one thousand nine hundred and twenty-eight and from thence ensuing and including the year one thousand nine hundred and twenty-nine up to and including the year one thousand nine hundred and thirty-eight, the said Bridge, including the right-of-way, and all Bridge and road construction between the International boundary on the South and the northerly line of the Cornwall Canal Reserve, where said Canal crosses lot number fourteen in the first concession of the said Township of Cornwall, shall be annually assessed (including business and all other assessments made by the Corporation) at the sum of one hundred and fifty thousand dollars (\$150,000.00) in each and every year of the said period of ten years.

2. During the said period all municipal rates, taxes, levies, and assessments made or levied against the said Company with respect to the said described property or any portion thereof shall be made and levied upon the said fixed assessment of one hundred and fifty thousand dollars (\$150,000.00).

3. The legal rights of "the Corporation" and "the Company" shall not be affected by anything herein contained, but at the close of the said period of ten years shall again be in all respects as they were prior to the execution of this agreement.

4. "The Corporation" shall petition the Legislature of Ontario for an Act to validate this agreement, such legislation to be obtained at the expense of "the Company" as to Government fees.

In witness whereof the parties have hereunto affixed their respective seals under the hands of their respective officers in that behalf.

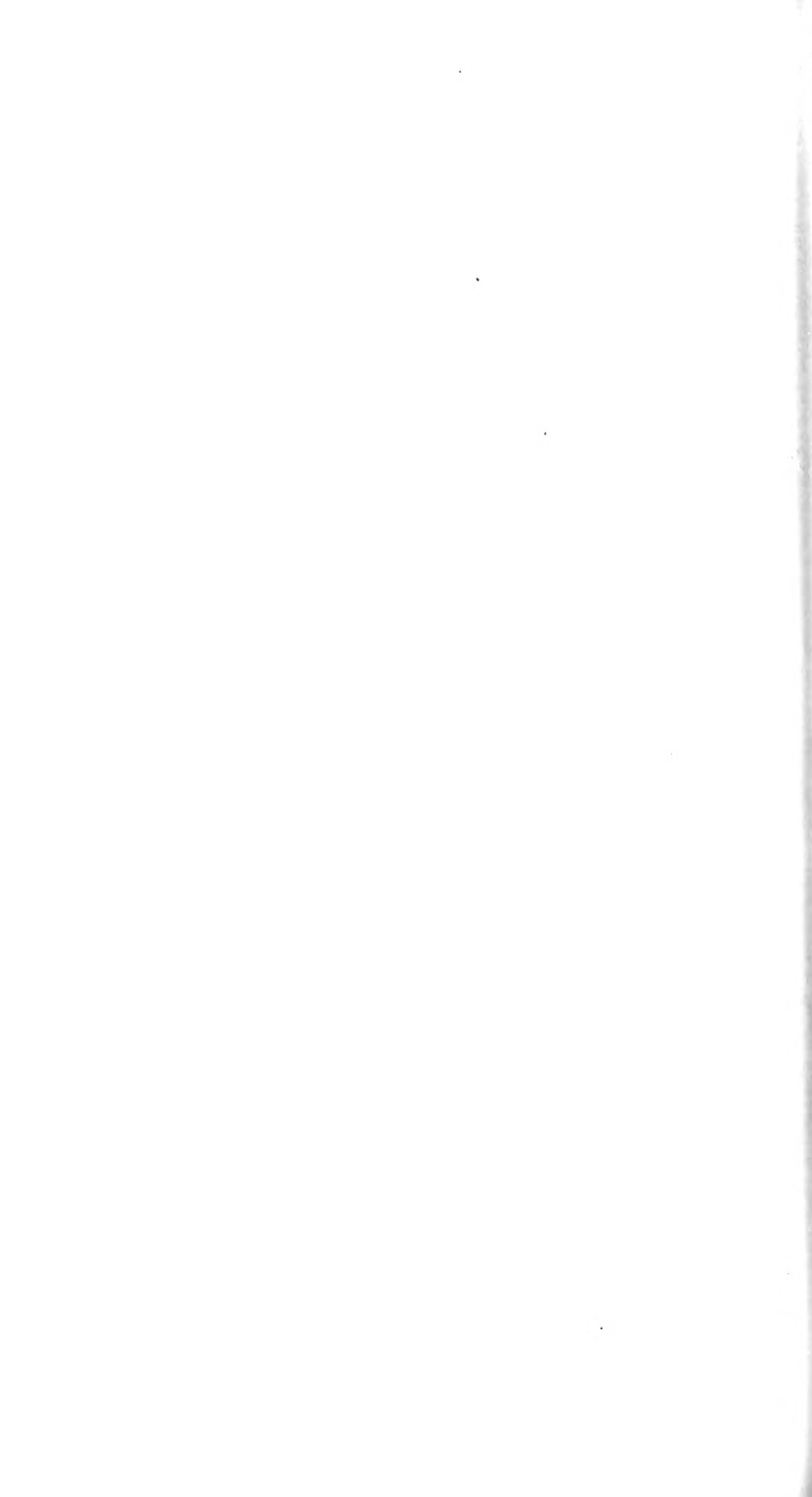
SIGNED, SEALED AND DELIVERED, in the presence of:	THE CORPORATION OF THE TOWNSHIP OF CORNWALL, (Sgd.) V. McDONALD, <i>Reeve.</i>
(Sgd.) W. A. MURRAY (as to the execution by the Township of Cornwall).	(Sgd.) J. W. McLEOD, <i>Township Clerk.</i>

(Sgd.) F. J. SWEENEY (as to the execution by The Ottawa and New York Railway Company and as to the execution by The New York Central Railroad Company).	THE OTTAWA AND NEW YORK RAILWAY COMPANY, (Sgd.) P. E. CROWLEY, <i>President.</i>
	(Sgd.) E. F. STEPHENSON, <i>Secretary.</i>

(SEAL)

THE NEW YORK CENTRAL RAILWAY COMPANY, (Sgd.) P. E. CROWLEY, <i>President.</i>

(Sgd.) E. F. STEPHENSON, <i>Secretary.</i>



BILL.

An Act respecting the Township of Cornwall and the Ottawa and New York Railway Company and the New York Central Railroad Company.

1st Reading

2nd Reading

3rd Reading

MR. MCNAUGHTON.

(Private Bill.)

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Township of Cornwall and the Ottawa and New York Railway Company and the New York Central Railroad Company.

WHEREAS the municipal corporation of the township of Cornwall by petition has prayed that an Act may be passed, confirming a certain by-law being by-law number 1150 of the said township of Cornwall for the year A.D. 1928 and a certain agreement made between the corporation of the township of Cornwall and the Ottawa and New York Railway Company and The New York Central Railroad Company which are fully set out in schedules "A" and "B" respectively to this Act; and whereas the said by-law was unanimously passed by the municipal corporation of the township of Cornwall and the said agreement was entered into upon terms and conditions which the said township of Cornwall considers favourable; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty by and with the advice and consent of the Legislative Assembly of the Province of Ontario enacts as follows:—

1. By-law number 1150 of the municipal corporation of the township of Cornwall for the year A.D. 1928 together with the agreement therein referred to, the said by-law and agreement being respectively set forth in full in schedules "A" and "B" to this Act, are hereby confirmed and declared legal, valid and binding in the same manner and to the same extent as if set out at length and the provisions thereof enacted in this Act anything contained in *The Assessment Act* or any other Act to the contrary notwithstanding.

By-law
No. 1150
confirmed.

Rev. Stat.
c. 238.

SCHEDULE "A"

TOWNSHIP OF CORNWALL

BY-LAW NUMBER 1150, 1928

Whereas the Ottawa and New York Railway Company and The New York Central Railroad Company is the owner of that portion of an International Railway Bridge, the portion of which north of the International Boundary between the Dominion of Canada and the United States of America lies within the Township of Cornwall;

And whereas differences have heretofore existed between "the Corporation" of the Township of Cornwall and the Ottawa and New York Railway Company and The New York Central Railroad Company with reference to the rights of "the Corporation" of the Township of Cornwall to assess and tax the portions of the said bridge situate within the Township of Cornwall and to impose upon the Ottawa and New York Railway Company and The New York Central Railroad Company the taxes with respect thereto;

And whereas such differences existed both in respect of the legal rights of "the Corporation" of the Township of Cornwall to assess and tax the said portions of the said bridge and in respect of the amount at which such property if assessable should be assessed;

And whereas such differences were mutually adjusted by the said Corporation and the said Ottawa and New York Railway Company by an Agreement made and entered into and bearing date the 7th day of April, 1919, which said agreement was confirmed by By-law Number 981 of the Township of Cornwall for the year 1919, passed, signed and sealed in open Council on the 5th day of May, 1919, which said By-law was confirmed by an Act of the Legislature of Ontario, assented to on the 4th day of June, 1920, being Chapter 116, 10-11, George V, 1920.

And whereas such agreement mentioned in last preceding paragraph expires on the 31st day of December, 1928;

And whereas it has been agreed between "the Corporation" and "the Company" for the purpose of settling such differences for a further period of ten years, the said portions of the bridge and other property hereinafter described, may be assessed at the fixed sum of one hundred and fifty thousand dollars (\$150,000.00);

Therefore, the Council of "the Corporation" of the Township of Cornwall hereby enacts as follows:—

1. For a further period of ten years from the thirty-first day of December, one thousand nine hundred and twenty-eight and from thence ensuing and including the year one thousand nine hundred and twenty-nine, up to and including the year one thousand nine hundred and thirty-eight, the said bridge including the right-of-way and all bridge and road construction between the international boundary on the south and the northerly line of the Cornwall Canal Reserve, where said Canal crosses lot number fourteen in the first concession of the said Township of Cornwall shall be annually assessed (including business and all other assessments made by "the Corporation") at the sum of one hundred and fifty thousand dollars (\$150,000.00) in each and every year of the said period of ten years.

2. During the said period of ten years all municipal rates, taxes, levies and assessments made or levied against the said "Company" with respect to the said described property or any portion thereof shall be made and levied upon the said fixed assessment of one hundred and fifty thousand dollars (\$150,000.00).

3. The legal rights of "the Corporation" and "the Company" shall not be affected by anything herein contained but at the close of the said period of ten years shall again be in all respects as they were prior to the execution of this present agreement.

4. "The Corporation" shall petition the Legislature of Ontario for an Act to validate this Agreement such Legislation to be obtained at the expense of "the Company" as to Government fees.

The Reeve and the Township Clerk are hereby authorized to enter into an agreement with the Ottawa and New York Railway Company and The New York Central Railroad Company embodying the terms of this By-law and to affix the seal of "the Corporation" of the Township of Cornwall thereto.

Passed, signed and sealed in open Council this 7th day of August, 1928.

V. McDONALD, *Reeve.*

(*Township Seal*)

J. W. McLEOD, *Township Clerk.*

SCHEDULE "B."

In the matter of the assessment of The Ottawa and New York Railway Company and The New York Central Railroad Company's International Bridge, in the Township of Cornwall.

Agreement made this 7th day of August, A.D. 1928.

Between

THE CORPORATION OF THE TOWNSHIP OF CORNWALL
(hereinafter called "the Corporation"),

of the first part,

—and—

THE OTTAWA AND NEW YORK RAILWAY COMPANY,

—and—

THE NEW YORK CENTRAL RAILROAD COMPANY
(hereinafter called "the Company"),

of the second part.

Whereas "the Company" is the owner of that portion of an International Railway Bridge which is north of the International boundary between the Dominion of Canada and the United States of America, which portion of said Railway Bridge lies within the Township of Cornwall, in the County of Stormont and Province of Ontario;

And whereas differences have heretofore existed between "the Corporation" and "the Company" with reference to the rights of "the Corporation" to assess and tax the portions of said Bridge, situate within the Township of Cornwall and to impose upon "the Company" taxes with respect thereto;

And whereas such differences existed both in respect of the legal rights of "the Corporation" to assess and tax the said portions of the said Bridge and in respect of the amount at which such property is assessable should be assessed;

And whereas said differences were mutually adjusted by the said Corporation and the said Company by an agreement made and entered into and bearing date the 7th day of April, A.D. 1919, which said agreement was confirmed by By-law Number 981 of the Township of Cornwall for the year 1919, passed, signed and sealed in open Council on the 5th day of May, 1919, which said By-law was confirmed by an Act of the Legislature of the Province of Ontario, assented to on the 4th day of June, 1920, being chapter 116, 10-11 George V, 1920;

And whereas said agreement mentioned in last preceding paragraph expires on the 31st day of December, 1928;

And whereas it has been agreed between "the Corporation" and "the Company" that for the purposes of further settling such differences for a further period of ten years, the said portions of the said Bridge and other property hereinafter described may be assessed at the fixed sum of one hundred and fifty thousand dollars (\$150,000.00);

Now therefore this agreement witnesseth that in consideration of the premises and of the mutual covenants hereinafter set forth the parties hereto for themselves, their successors and assigns, covenant, promise and agree to, and with each other, in manner and form following, that is to say:—

1. For a further period of ten years from the thirty-first day of December, one thousand nine hundred and twenty-eight and from thence ensuing and including the year one thousand nine hundred and twenty-nine up to and including the year one thousand nine hundred and thirty-eight, the said Bridge, including the right-of-way, and all Bridge and road construction between the International boundary on the South and the northerly line of the Cornwall Canal Reserve, where said Canal crosses lot number fourteen in the first concession of the said Township of Cornwall, shall be annually assessed (including business and all other assessments made by the Corporation) at the sum of one hundred and fifty thousand dollars (\$150,000.00) in each and every year of the said period of ten years.

2. During the said period all municipal rates, taxes, levies, and assessments made or levied against the said Company with respect to the said described property or any portion thereof shall be made and levied upon the said fixed assessment of one hundred and fifty thousand dollars (\$150,000.00).

3. The legal rights of "the Corporation" and "the Company" shall not be affected by anything herein contained, but at the close of the said period of ten years shall again be in all respects as they were prior to the execution of this agreement.

4. "The Corporation" shall petition the Legislature of Ontario for an Act to validate this agreement, such legislation to be obtained at the expense of "the Company" as to Government fees.

In witness whereof the parties have hereunto affixed their respective seals under the hands of their respective officers in that behalf.

SIGNED, SEALED AND DELIVERED, in the presence of:	THE CORPORATION OF THE TOWNSHIP OF CORNWALL, (Sgd.) V. McDONALD, <i>Reeve.</i>
(Sgd.) W. A. MURRAY (as to the execution by the Township of Cornwall).	(Sgd.) J. W. McLEOD, <i>Township Clerk.</i>

(Sgd.) F. J. SWEENEY (as to the execution by The Ottawa and New York Railway Company and as to the execution by The New York Central Railroad Company).	THE OTTAWA AND NEW YORK RAILWAY COMPANY, (Sgd.) P. E. CROWLEY, <i>President.</i>
	(Sgd.) E. F. STEPHENSON, <i>Secretary.</i>

(SEAL)

THE NEW YORK CENTRAL RAILROAD COMPANY, (Sgd.) P. E. CROWLEY, <i>President.</i>
(Sgd.) E. F. STEPHENSON, <i>Secretary.</i>



BILL.

An Act respecting the Township of Cornwall and the Ottawa and New York Railway Company and the New York Central Railroad Company.

1st Reading

February 5th, 1929.

2nd Reading

February 22nd, 1929.

3rd Reading

March 1st, 1929.

Mr. McNARIGTON.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Hamilton.

WHEREAS the Corporation of the City of Hamilton has Preamble.
by petition prayed for special legislation in respect of
the matters hereinafter set forth; and whereas it is expedient
to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and
consent of the Legislative Assembly of the Province of
Ontario, enacts as follows:—

1. This Act may be cited as *The City of Hamilton Act, 1929*. Short title.

2. The council of the corporation of the city of Hamilton Borrowing \$498,400 for certain
may, without submitting the same to the electors qualified purposes without assent of electors.
to vote on money by-laws, pass a by-law or by-laws for
borrowing the sum of \$498,400 by the issue and sale of de-
bentures payable at any time or times within twenty years,
for the following purposes, namely:—

- | | |
|---|---------|
| (a) The acquiring of certain lands at Beach Road crossing on Burlington Beach, required in connection with the "Windermere Highway" to be constructed by the Department of Highways, the sum of . . . | \$8,400 |
| (b) The acquiring of certain lands in the Township of Saltfleet for the establishing of an "Air Port or Harbour", and for the construction of runways and other works on said lands, the sum of . . . | 216,500 |
| (c) The construction of watermain from Hamilton watermain to the "Air Port or Harbour" lands, the sum of . . . | 13,500 |
| (d) The construction of a bridge at Mary Street over the main line of the Canadian National Railways, the sum of . . . | 60,000 |
| (e) The erection of an "Art Gallery" in the city, the sum of . . . | 100,000 |

(f) The acquiring of property on Burlington Heights in the city of Hamilton for the widening of York Street at the western entrance of the city, the sum of	\$100,000
	<hr/>
	\$498,400

Agreement
with
Inter-
national
Airways
of Canada,
Ltd.,
confirmed.

3. The agreement made between the corporation of the city of Hamilton and International Airways of Canada, Limited, dated the 25th day of July, 1928, as set forth in schedule 1 to this Act is hereby ratified, and confirmed and declared to be legal, valid and binding upon the parties thereto, and the said parties are hereby empowered to carry out their respective obligations and exercise their respective privileges thereunder, and the council of the corporation of the city of Hamilton is hereby authorized to pass the necessary by-laws for acquiring and expropriating lands required for the Air Port or Harbour referred to in said agreement, pursuant to the provisions of *The Municipal Act*, and for carrying out the terms and conditions of such agreement.

Rev. Stat.,
c. 233.

Agreement
with C.N.
Ry. Co.,
confirmed.

4. The agreement made between the corporation of the city of Hamilton and Canadian National Railway Company, dated the 10th day of April, 1928, as set forth in schedule 2 to this Act is hereby ratified and confirmed and declared to be legal, valid and binding upon the parties thereto, and the said parties are hereby empowered to carry out their respective obligations and privileges thereunder, and the council of the corporation of the city of Hamilton is hereby authorized to pass the necessary by-laws for carrying out the terms and conditions of the said agreement.

Commence-
ment of Act.

5. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE 1.

Memorandum of Agreement made this 25th day of July, 1928.

BETWEEN:

THE CORPORATION OF THE CITY OF HAMILTON
(hereinafter called the "City Corporation"),

of the first part;

—and—

INTERNATIONAL AIRWAYS OF CANADA, LIMITED
(hereinafter called the "Company"),

of the second part.

Whereas the City Corporation is desirous of establishing an "Air Port" near the eastern limits of the City and has agreed with the "Company" as hereafter set forth;

Now this agreement witnesseth that in consideration of the mutual covenants and agreements hereinafter reserved and contained and of the sum of One Dollar now paid by the Company to the City Corporation, the receipt whereof is hereby by it acknowledged, the said parties hereto hereby mutually covenant and agree each with the other as follows:—

1. The City Corporation shall, subject to the provisions of paragraph 8 hereof, purchase and acquire all and singular that certain parcel or tract of land situate, lying and being in the Township of Saltfleet, in the County of Wentworth, and being more particularly described in Schedule "A" annexed to and forming part of this Agreement.

2. After the said lands have been so acquired the City Corporation shall arrange for the carrying out of the following works:—

(a) Construct on the said lands runways for the use of aeroplanes according to the plan approved by the Company.

(b) Provide drainage to dispose of all surface water and a septic tank with necessary outlets for sanitary drainage.

(c) Arrange to place underground all wires on the said lands which the said Company request to have placed underground.

(d) Remove all obstructions thereon.

One-half of the cost of the work in this paragraph provided to be done shall be paid forthwith upon completion thereof by the Company to the City Corporation, the remaining one-half of the cost of the said work shall be borne by the City Corporation.

It is hereby expressly agreed that the City Corporation shall not be responsible in any way for the insufficiency of any of the said works or the manner of their construction.

3. The City Corporation shall after the said lands have been acquired construct a six-inch watermain to the corner of Dunsmure Road and Reid Avenue, from such existing watermain as the City Engineer shall decide, and shall supply to the Company on the said lands water from the City Corporation's watermains. The Company shall pay thereafter to the City Corporation annually an amount equal to ten per cent. on one-half of the cost of construction of the watermains in this paragraph provided to be laid.

The said last mentioned annual payments shall be subject to be reduced and shall be reduced by the amount of the revenue collected and received by the City Corporation from all water taken from the said watermain, over and above the amount required to pay the City Corporation its share of the ten per cent. required annually on the one-half cost of the

said watermain borne by the City Corporation; provided the Company in any event pay to the City Corporation water rates which shall never be less than twenty cents per thousand gallons for all water supplied to and used by the Company, and such rates shall continue to be paid until such time as the said lands become part of the City of Hamilton, or until the said lands cease to be used as an Air Port, when the regular City water rates shall be paid by the Company or its assigns in place of the charge in this paragraph first mentioned of ten per cent. of one-half of the cost of construction of the said watermain.

4. The City Corporation in consideration of the covenants and agreements herein contained doth demise and lease unto the Company the said lands together with all improvements thereon;

To have and to hold the said demised premises for and during the term of Five years to be computed from the day on which the City Corporation gives notice to the Company that the Company may enter into possession of the said lands, and from thenceforth next ensuing and fully to be completed and ended.

Yielding and paying therefor forthwith on demand yearly and every year during the said term unto the City Corporation as follows:—

(a) For the first three years from the days said notice is given by the City Corporation to the Company a sum equal to one-half of the carrying charges to the City Corporation on all capital expenditures in connection with the purchase and improvement of the said lands as aforesaid, which carrying charges shall include taxes paid or payable on the said lands, interest on debentures issued by the City Corporation for expenditures on the said lands and the cost of and the loss on the debenture issue, but such carrying charges shall not include any capital payment on such debentures and shall not include the City Corporation's ten per cent. on one-half share of the cost of construction of the watermain as aforesaid; and

(b) For the remaining two years of the said term, the Company shall pay an amount equal to the whole of the said carrying charges.

5. The Company hereby covenants with the City Corporation:—

- (a) To pay rent;
- (b) And to pay taxes, including local improvements;
- (c) And to repair (damage by fire, lightning and tempest only excepted);
- (d) And to keep up fences;
- (e) And that the City Corporation may enter and view state of repair;
- (f) And that the company will repair according to notice in writing;
- (g) And will not assign or sublet without leave;
- (h) And that it will leave the premises in good repair (reasonable wear and tear and damage by fire, lightning and tempest only excepted);
- (i) Provided that the Company may remove its fixtures.
- (j) Proviso for re-entry by the said Corporation on non-payment of rent or non-performance of covenants.

The City Corporation covenants with the said Company for quiet enjoyment.

These covenants shall have the same effect as similar covenants in *The Short Forms of Leases Act*, R.S.O. 1927, Chap. 144.

6. The Company further covenants and agrees that it will forthwith after possession is given, establish and operate an adequate airport on said lands.

7. It is understood and agreed that the Company shall have the sole and exclusive option to purchase the said lands at any time within five years from the date hereof for an amount equal to the sum of money required to reimburse the City Corporation for all financial outlay of whatsoever nature in connection with the purchase of the said lands and the improvement thereof, which said outlay shall include the capital cost

of debentures and the cost of all improvements on the said lands, but shall not include the ten per cent. of the one-half share of the cost of the said watermain borne by the Corporation.

8. This agreement shall not be binding on the City Corporation until the same shall have been ratified by the Legislature of the Province of Ontario, and power has been granted to the City Corporation by such Legislature to issue debentures for the amount necessary to carry out this agreement.

In witness whereof the parties hereto have hereunto affixed their Corporate Seals under the hands of their proper officers.

SIGNED, SEALED AND DELIVERED, THE CORPORATION OF THE CITY OF
HAMILTON,
in the presence of: (SEAL) (Sgd.) W. BURTON, Mayor.

(Sgd.) S. H. KENT, *City Clerk.*

INTERNATIONAL AIRWAYS OF CANADA,
LIMITED,

(SEAL) (Sgd.) H. B. GREENING, *President.*
(Sgd.) O. DENMAN, *Secretary.*

Schedule "A"

ANNEXED TO AGREEMENT

DESCRIPTION OF LANDS REQUIRED FOR AIRPORT

PARCEL NO. 1—LANDS OF T. W. HAND AND R. B. HARRIS

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet in the County of Wentworth, in the Province of Ontario, being composed of all the lots and streets as laid out on registered plan No. 631, known as "Sunshine Park," being a subdivision of part of lot 32 in the Second Concession of the Township of Saltfleet, excepting lots 43 and 44, and that part of Roxborough Avenue immediately south of lot 44 in the said subdivision, (description by metes and bounds), containing by admeasurement forty-one and seven one-hundredths acres (41.07 acres) be the same more or less.

PARCEL NO. 2—LANDS OF EASTDALE PROPERTIES

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet in the County of Wentworth in the Province of Ontario, being composed of the northerly parts of lots 30 and 31 in the Second Concession of the said Township of Saltfleet: Firstly—That part of said lot 31 (the northerly part described by metes and bounds) containing by admeasurement forty-eight and forty one-hundredths acres (48.40 acres), be the same more or less. Secondly—The northerly part of the said lot 30 (description by metes and bounds); saving and excepting thereout and therefrom two parcels of land, comprising respectively one acre and 2.42 acres and more particularly described in deeds Nos. 19777 and 16501 for the Township of Saltfleet, duly registered in the Registry Office for the Registry Division of Wentworth. The secondly above described parcel, excluding the said two parcels, containing by admeasurement thirty-four and fifty-one one-hundredths acres (34.51 acres), be the same more or less.

PARCEL NO. 3—LANDS OF H. AND R. FREEBURNE

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet, in the County of Wentworth, in the Province of Ontario, being composed of: Firstly—Part of lot 31, in the Second Concession of the said Township (description by metes and bounds), containing by admeasurement nine and twenty-

seven one-hundredths acres (9.27 acres), be the same more or less. Secondly—Part of lot 30 in the Second Concession of the said Township (description by metes and bounds) containing by admeasurement, twenty-two and sixty-six one-hundredths acres (22.66 acres), be the same more or less.

PARCEL NO. 4—LANDS OF WM. TORRENCE

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet in the County of Wentworth, in the Province of Ontario, being composed of all of the lots and streets, excepting lots 184, 185, 208, 209, 210, 211, 218, and lot lettered "C," as laid out on registered plan No. 670, known as "Glenridge," being a subdivision of part of lots 31 and 32 in the Second Concession of the said Township of Saltfleet (description by metes and bounds) containing by admeasurement thirty and ninety-one one hundredths acres (30.91 acres), be the same more or less.

PARCEL NO. 5—LANDS OF WM. AND S. J. GORDON

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet, in the County of Wentworth, in the Province of Ontario, being composed of all of lots one hundred and eighty-four and one hundred and eighty-five (184 and 185), according to the plan of "Glenridge," being a subdivision of parts of lots 31 and 32 in the Second Concession of the said Township of Saltfleet which said plan was duly registered in the Registry Office for the Registry Division of Wentworth, as plan No. 670, on the 24th day of March, 1924.

PARCEL NO. 6—LANDS OF MARY DOUGLAS

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet, in the County of Wentworth, in the Province of Ontario, being composed of part of lot 31 in the Second Concession of the said Township (description by metes and bounds), containing by admeasurement two and one-half acres (2.50 acres), be the same more or less.

PARCEL NO. 7—LANDS OF MARTHA DOUGLAS

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet in the County of Wentworth, in the Province of Ontario, being composed of part of lot 31 in the Second Concession of the said Township which may be more particularly described as follows, that is to say:—

Commencing at a stake planted in the westerly limit of the said lot 31, being distant seven hundred and twenty-one feet and nine inches (721' 9") measured northerly thereon from the southwest angle of the said lot 31.

Thence south seventy-one degrees and fifty-two minutes east (S. 71° 52' E.) (ast.), a distance of three hundred and twelve feet (312' 0") to an iron bar planted.

Thence north sixteen degrees and thirty-one minutes east (N. 16° 31' E.), a distance of three hundred and forty-nine feet and eight and one-half inches (349' 8½") to a stake planted.

Thence north seventy-two degrees and three minutes west (N. 72° 03' W.) (ast.), a distance of three hundred and twelve feet (312' 0") to a stake planted in the westerly limit of lot 31.

Thence south sixteen degrees and thirty-one minutes west (S. 16° 31' W.) (ast.) along the said westerly limit of lot 31, a distance of three hundred and forty-eight feet and eight and one-half inches (348' 8½") more or less to the place of beginning.

The above described parcel of land containing by admeasurement two and one-half acres (2.50 acres), be the same more or less.

PARCEL NO. 8—LAND REQUIRED FROM THE TOWNSHIP OF SALTFLEET

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet, in the County of Wentworth, in the Province of Ontario, being composed of all the unopened road allowance between lots 30 and 31 in the Second Concession of the said Township, which said road allowance is sixty-six feet (66') in width and extends from the northerly limit of the Hamilton and Queenston Provincial Highway to the southerly limit of the road allowance between Concession one and two (Barton St.) and contains by admeasurement five and six one-hundredths acres (5.06 acres).

SCHEDULE 2

Agreement made this tenth day of April, A.D. 1928.

BETWEEN:

THE CORPORATION OF THE CITY OF HAMILTON
(hereinafter called the "City"),

of the first part;

—and—

CANADIAN NATIONAL RAILWAY COMPANY
(hereinafter called the "Railway"),

of the second part.

Whereas by P.C. 1108, dated the 8th day of June, 1927, approval was given the Railway for construction of a new station in the City of Hamilton;

And whereas the Railway is about to undertake such construction (hereinafter referred to as the "Works") with the necessary tracks and other facilities, and the City is desirous of facilitating such Works;

Therefore the parties have agreed as follows:—

1. The Railway will at its own expense construct and maintain bridges, and will construct approaches thereto at Bay, James, John and Catherine Streets. The City will at its own expense provide and maintain roadways on such bridges and approaches thereto.

2. The City will upon the request of the Chief Engineer of the Railway close Mary Street over the right-of-way of the Railway, or in the alternative the Railway will upon the request of the City, construct a bridge to carry said street over the tracks of the Railway. The entire cost of such construction and maintenance of such bridge and approaches to be borne by the City.

3. The City will forthwith close those portions of Macnab, Hughson and Stuart Streets as shown on attached plan, and will convey same to the Railway.

4. The City will forthwith and at the sole expense of the Railway acquire the land at the southwest corner of Macnab and Stuart Streets as shown on the said plan, for the purpose of diverting Stuart Street into Macnab Street.

5. The City when so requested by the Chief Engineer of the Railway, arrange for the temporary closing of Catherine, John, James and Bay Streets to enable the Railway to carry out the Works.

6. The City will upon the request of the Chief Engineer of the Railway reconstruct, alter or divert its sewers and watermains and such other municipal services at present occupying the streets within the limits of the Works, and will also order all other public utilities, including The Dominion Power & Transmission Company, Limited, and its subsidiaries. The Bell Telephone Company of Canada, and any other public utility or utilities to reconstruct, alter or divert their plant, tracks, etc., within the said limits of the Works. The apportionment of the cost of such recon-

struction, alterations or diversions shall as between the parties hereto and the said public utilities be left to the decision of the Board of Railway Commissioners for Canada.

7. The City agrees that the Railway may at the sole expense of the City extend the existing outlets of the storm sewers on Queen Street and the sewer between Hess and Caroline Streets.

8. Subject to the approval, if necessary, of the Board of Railway Commissioners for Canada, the Works to be constructed pursuant to said P.C. 1108 shall be shown colored pink on drawing No. C. 4121, dated March 7th, 1928, attached hereto.

In witness whereof the parties hereto have hereunto affixed their Corporate Seals as evidenced by the signatures of their proper officers.

SIGNED, SEALED AND DELIVERED	THE CORPORATION OF THE CITY OF HAMILTON,
in the presence of:	(SEAL) (Sgd.) W. BURTON, <i>Mayor</i> .
(Sgd.) H. BARR.	(Sgd.) S. H. KENT, <i>City Clerk</i> .

	CANADIAN NATIONAL RAILWAY COMPANY,
(SEAL)	(Sgd.) S. J. HUNGERFORD, <i>Vice-President</i> .
	(Sgd.) S. B. QUINSBY, <i>Secretary</i> .



BILL.

An Act respecting the City of Hamilton.

1st Reading

2nd Reading

3rd Reading

MR. TUTTEN.

(*Private Bill.*)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Hamilton.

WHEREAS the Corporation of the City of Hamilton has by petition prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The City of Hamilton Act, 1929*.

2.—(1) The council of the corporation of the city of Hamilton may, without submitting the same to the electors qualified to vote on money by-laws, pass a by-law or by-laws for borrowing the sum of \$1,073,400 by the issue and sale of debentures payable at any time or times within twenty years, for the following purposes, namely:—


- (a) The acquiring of certain lands at Beach Road crossing on Burlington Beach, required in connection with the "Windermere Highway" to be constructed by the Department of Highways, the sum of . . . \$8,400
- (b) The acquiring of certain lands in the Township of Saltfleet for the establishing of an "Air Port or Harbour", and for the construction of runways and other works on said lands, the sum of . . . 216,500
- (c) The construction of watermain from Hamilton watermain to the "Air Port or Harbour" lands, the sum of . . . 13,500
- (d) The construction of a bridge at Mary Street over the main line of the Canadian National Railways, the sum of . . . 60,000
- (e) The erection of an "Art Gallery" in the city, the sum of . . . 100,000

(f) The acquiring of property on Burlington Heights in the city of Hamilton for the widening of York Street at the western entrance of the city, the sum of \$100,000

†²²³(g) For the completion of the Mountain Roadway from a point 400 feet east of Ferguson Avenue to the top of the mountain, south of Concession Street, and acquiring land necessary therefor, the sum of 347,000

(h) For continuing the construction of the Mountain Roadway easterly from Sherman Avenue along the mountain face to the mountain brow and acquiring additional land to provide for the maintenance of Mountain Park Avenue along said mountain brow, the sum of 228,000

\$1,073,400

Duty of corporation to construct highway.
Rev. Stat., c. 51.
(2) It shall be the duty of the corporation of the city of Hamilton to construct the highway referred to in clause (h) of subsection 1 of this section forthwith after being required so to do by the Minister of Public Works and Highways, for the purpose of connecting it with a provincial highway, when designated pursuant to section 52 of *The Highway Improvement Act*. 

Agreement with International Airways of Canada, Ltd., confirmed.
Rev. Stat., c. 233.
3. The agreement made between the corporation of the city of Hamilton and International Airways of Canada, Limited, dated the 25th day of July, 1928, as set forth in schedule 1 to this Act is hereby ratified, and confirmed and declared to be legal, valid and binding upon the parties thereto, and the said parties are hereby empowered to carry out their respective obligations and exercise their respective privileges thereunder, and the council of the corporation of the city of Hamilton is hereby authorized to pass the necessary by-laws for acquiring and expropriating lands required for the Air Port or Harbour referred to in said agreement, pursuant to the provisions of *The Municipal Act*, and for carrying out the terms and conditions of such agreement.

Agreement with C.N. Ry. Co., confirmed.
4. The agreement made between the corporation of the city of Hamilton and Canadian National Railway Company, dated the 10th day of April, 1928, as set forth in schedule 2 to this Act is hereby ratified and confirmed and declared to be legal, valid and binding upon the parties thereto, and the said parties are hereby empowered to carry out their respective obligations and privileges thereunder, and the council of

the corporation of the city of Hamilton is hereby authorized to pass the necessary by-laws for carrying out the terms and conditions of the said agreement.

5. This Act shall come into force on the day upon which ^{Commence-}
it receives the Royal Assent. _{ment of Act.}

SCHEDULE 1.

Memorandum of Agreement made this 25th day of July, 1928.

BETWEEN:

THE CORPORATION OF THE CITY OF HAMILTON
(hereinafter called the "City Corporation"),

of the first part;

—and—

INTERNATIONAL AIRWAYS OF CANADA, LIMITED
(hereinafter called the "Company"),

of the second part.

Whereas the City Corporation is desirous of establishing an "Air Port" near the eastern limits of the City and has agreed with the "Company" as hereafter set forth;

Now this agreement witnesseth that in consideration of the mutual covenants and agreements hereinafter reserved and contained and of the sum of One Dollar now paid by the Company to the City Corporation, the receipt whereof is hereby by it acknowledged, the said parties hereto hereby mutually covenant and agree each with the other as follows:—

1. The City Corporation shall, subject to the provisions of paragraph 8 hereof, purchase and acquire all and singular that certain parcel or tract of land situate, lying and being in the Township of Saltfleet, in the County of Wentworth, and being more particularly described in Schedule "A" annexed to and forming part of this Agreement.

2. After the said lands have been so acquired the City Corporation shall arrange for the carrying out of the following works:—

(a) Construct on the said lands runways for the use of aeroplanes according to the plan approved by the Company.

(b) Provide drainage to dispose of all surface water and a septic tank with necessary outlets for sanitary drainage.

(c) Arrange to place underground all wires on the said lands which the said Company request to have placed underground.

(d) Remove all obstructions thereon.

One-half of the cost of the work in this paragraph provided to be done shall be paid forthwith upon completion thereof by the Company to the City Corporation, the remaining one-half of the cost of the said work shall be borne by the City Corporation.

It is hereby expressly agreed that the City Corporation shall not be responsible in any way for the insufficiency of any of the said works or the manner of their construction.

3. The City Corporation shall after the said lands have been acquired construct a six-inch watermain to the corner of Dunsmure Road and Reid Avenue, from such existing watermain as the City Engineer shall decide, and shall supply to the Company on the said lands water from the City Corporation's watermains. The Company shall pay thereafter to the City Corporation annually an amount equal to ten per cent. on one-half of the cost of construction of the watermains in this paragraph provided to be laid.

The said last mentioned annual payments shall be subject to be reduced and shall be reduced by the amount of the revenue collected and received by the City Corporation from all water taken from the said watermain, over and above the amount required to pay the City Corporation its share of the ten per cent. required annually on the one-half cost of the

said watermain borne by the City Corporation; provided the Company in any event pay to the City Corporation water rates which shall never be less than twenty cents per thousand gallons for all water supplied to and used by the Company, and such rates shall continue to be paid until such time as the said lands become part of the City of Hamilton, or until the said lands cease to be used as an Air Port, when the regular City water rates shall be paid by the Company or its assigns in place of the charge in this paragraph first mentioned of ten per cent. of one-half of the cost of construction of the said watermain.

4. The City Corporation in consideration of the covenants and agreements herein contained doth demise and lease unto the Company the said lands together with all improvements thereon;

To have and to hold the said demised premises for and during the term of Five years to be computed from the day on which the City Corporation gives notice to the Company that the Company may enter into possession of the said lands, and from thenceforth next ensuing and fully to be completed and ended.

Yielding and paying therefor forthwith on demand yearly and every year during the said term unto the City Corporation as follows:—

(a) For the first three years from the days said notice is given by the City Corporation to the Company a sum equal to one-half of the carrying charges to the City Corporation on all capital expenditures in connection with the purchase and improvement of the said lands as aforesaid, which carrying charges shall include taxes paid or payable on the said lands, interest on debentures issued by the City Corporation for expenditures on the said lands and the cost of and the loss on the debenture issue, but such carrying charges shall not include any capital payment on such debentures and shall not include the City Corporation's ten per cent. on one-half share of the cost of construction of the watermain as aforesaid; and

(b) For the remaining two years of the said term, the Company shall pay an amount equal to the whole of the said carrying charges.

5. The Company hereby covenants with the City Corporation:—

- (a) To pay rent;
- (b) And to pay taxes, including local improvements;
- (c) And to repair (damage by fire, lightning and tempest only excepted);
- (d) And to keep up fences;
- (e) And that the City Corporation may enter and view state of repair;
- (f) And that the company will repair according to notice in writing;
- (g) And will not assign or sublet without leave;
- (h) And that it will leave the premises in good repair (reasonable wear and tear and damage by fire, lightning and tempest only excepted);
- (i) Provided that the Company may remove its fixtures.
- (j) Proviso for re-entry by the said Corporation on non-payment of rent or non-performance of covenants.

The City Corporation covenants with the said Company for quiet enjoyment.

These covenants shall have the same effect as similar covenants in *The Short Forms of Leases Act*, R.S.O. 1927, Chap. 144.

6. The Company farther covenants and agrees that it will forthwith after possession is given, establish and operate an adequate airport on said lands.

7. It is understood and agreed that the Company shall have the sole and exclusive option to purchase the said lands at any time within five years from the date hereof for an amount equal to the sum of money required to reimburse the City Corporation for all financial outlay of whatsoever nature in connection with the purchase of the said lands and the improvement thereof, which said outlay shall include the capital cost

of debentures and the cost of all improvements on the said lands, but shall not include the ten per cent. of the one-half share of the cost of the said watermain borne by the Corporation.

8. This agreement shall not be binding on the City Corporation until the same shall have been ratified by the Legislature of the Province of Ontario, and power has been granted to the City Corporation by such Legislature to issue debentures for the amount necessary to carry out this agreement.

In witness whereof the parties hereto have hereunto affixed their Corporate Seals under the hands of their proper officers.

SIGNED, SEALED AND DELIVERED, THE CORPORATION OF THE CITY OF
HAMILTON,
in the presence of: (SEAL) (Sgd.) W. BURTON, *Mayor*.

(Sgd.) S. H. KENT, *City Clerk*.

INTERNATIONAL AIRWAYS OF CANADA,
LIMITED,
(SEAL) (Sgd.) H. B. GREENING, *President*.
(Sgd.) O. DENMAN, *Secretary*.

Schedule "A"

ANNEXED TO AGREEMENT

DESCRIPTION OF LANDS REQUIRED FOR AIRPORT

PARCEL NO. 1—LANDS OF T. W. HAND AND R. B. HARRIS

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet in the County of Wentworth, in the Province of Ontario, being composed of all the lots and streets as laid out on registered plan No. 631, known as "Sunshine Park," being a subdivision of part of lot 32 in the Second Concession of the Township of Saltfleet, excepting lots 43 and 44, and that part of Roxborough Avenue immediately south of lot 44 in the said subdivision, (description by metes and bounds), containing by admeasurement forty-one and seven one-hundredths acres (41.07 acres) be the same more or less.

PARCEL NO. 2—LANDS OF EASTDALE PROPERTIES

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet in the County of Wentworth in the Province of Ontario, being composed of the northerly parts of lots 30 and 31 in the Second Concession of the said Township of Saltfleet: Firstly—That part of said lot 31 (the northerly part described by metes and bounds) containing by admeasurement forty-eight and forty one-hundredths acres (48.40 acres), be the same more or less Secondly—The northerly part of the said lot 30 (description by metes and bounds); saying and excepting thereout and therefrom two parcels of land, comprising respectively one acre and 2.42 acres and more particularly described in deeds Nos. 19777 and 16501 for the Township of Saltfleet, duly registered in the Registry Office for the Registry Division of Wentworth. The secondly above described parcel, excluding the said two parcels, containing by admeasurement thirty-four and fifty-one one-hundredths acres (34.51 acres), be the same more or less.

PARCEL NO. 3—LANDS OF H. AND R. FREEBURNE

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet, in the County of Wentworth, in the Province of Ontario, being composed of: Firstly—Part of lot 31, in the Second Concession of the said Township (description by metes and bounds), containing by admeasurement nine and twenty-

seven one-hundredths acres (9.27 acres), be the same more or less. Secondly—Part of lot 30 in the Second Concession of the said Township (description by metes and bounds) containing by admeasurement, twenty-two and sixty-six one-hundredths acres (22.66 acres), be the same more or less.

PARCEL No. 4—LANDS OF WM. TORRENT

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet in the County of Wentworth, in the Province of Ontario, being composed of all of the lots and streets, excepting lots 184, 185, 208, 209, 210, 211, 218, and lot lettered "C," as laid out on registered plan No. 670, known as "Glenridge," being a subdivision of part of lots 31 and 32 in the Second Concession of the said Township of Saltfleet (description by metes and bounds) containing by admeasurement thirty and ninety-one one hundredths acres (30.91 acres), be the same more or less.

PARCEL No. 5—LANDS OF WM. AND S. J. GORDON

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet, in the County of Wentworth, in the Province of Ontario, being composed of all of lots one hundred and eighty-four and one hundred and eighty-five (184 and 185), according to the plan of "Glenridge," being a subdivision of parts of lots 31 and 32 in the Second Concession of the said Township of Saltfleet which said plan was duly registered in the Registry Office for the Registry Division of Wentworth, as plan No. 670, on the 24th day of March, 1924.

PARCEL No. 6—LANDS OF MARY DOUGLAS

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet, in the County of Wentworth, in the Province of Ontario, being composed of part of lot 31 in the Second Concession of the said Township (description by metes and bounds), containing by admeasurement two and one-half acres (2.50 acres), be the same more or less.

PARCEL No. 7—LANDS OF MARTHA DOUGLAS

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet in the County of Wentworth, in the Province of Ontario, being composed of part of lot 31 in the Second Concession of the said Township which may be more particularly described as follows, that is to say:—

Commencing at a stake planted in the westerly limit of the said lot 31, being distant seven hundred and twenty-one feet and nine inches (721' 9") measured northerly thereon from the southwest angle of the said lot 31.

Thence south seventy-one degrees and fifty-two minutes east (S. 71° 52' E.) (ast.), a distance of three hundred and twelve feet (312' 0") to an iron bar planted.

Thence north sixteen degrees and thirty-one minutes east (N. 16° 31' E.), a distance of three hundred and forty-nine feet and eight and one-half inches (349' 8½") to a stake planted.

Thence north seventy-two degrees and three minutes west (N. 72° 03' W.) (ast.), a distance of three hundred and twelve feet (312' 0") to a stake planted in the westerly limit of lot 31.

Thence south sixteen degrees and thirty-one minutes west (S. 16° 31' W.) (ast.) along the said westerly limit of lot 31, a distance of three hundred and forty-eight feet and eight and one-half inches (348' 8½") more or less to the place of beginning.

The above described parcel of land containing by admeasurement two and one-half acres (2.50 acres), be the same more or less.

PARCEL NO. 8—LAND REQUIRED FROM THE TOWNSHIP OF SALTFLY

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet, in the County of Wentworth, in the Province of Ontario, being composed of all the unopened road allowance between lots 30 and 31 in the Second Concession of the said Township, which said road allowance is sixty-six feet (66') in width and extends from the northerly limit of the Hamilton and Queenston Provincial Highway to the southerly limit of the road allowance between Concession one and two (Barton St.) and contains by admeasurement five and six one-hundredths acres (5.06 acres).

SCHEDULE 2

Agreement made this tenth day of April, A.D. 1928.

BETWEEN:

THE CORPORATION OF THE CITY OF HAMILTON
(hereinafter called the "City"),

of the first part;

—and—

CANADIAN NATIONAL RAILWAY COMPANY
(hereinafter called the "Railway"),

of the second part.

Whereas by P.C. 1108, dated the 8th day of June, 1927, approval was given the Railway for construction of a new station in the City of Hamilton;

And whereas the Railway is about to undertake such construction (hereinafter referred to as the "Works") with the necessary tracks and other facilities, and the City is desirous of facilitating such Works;

Therefore the parties have agreed as follows:—

1. The Railway will at its own expense construct and maintain bridges, and will construct approaches thereto at Bay, James, John and Catherine Streets. The City will at its own expense provide and maintain roadways on such bridges and approaches thereto.
2. The City will upon the request of the Chief Engineer of the Railway close Mary Street over the right-of-way of the Railway, or in the alternative the Railway will upon the request of the City, construct a bridge to carry said street over the tracks of the Railway. The entire cost of such construction and maintenance of such bridge and approaches to be borne by the City.
3. The City will forthwith close those portions of Macnab, Hughson and Stuart Streets as shown on attached plan, and will convey same to the Railway.
4. The City will forthwith and at the sole expense of the Railway acquire the land at the southwest corner of Macnab and Stuart Streets as shown on the said plan, for the purpose of diverting Stuart Street into Macnab Street.
5. The City when so requested by the Chief Engineer of the Railway, arrange for the temporary closing of Catherine, John, James and Bay Streets to enable the Railway to carry out the Works.
6. The City will upon the request of the Chief Engineer of the Railway reconstruct, alter or divert its sewers and watermains and such other municipal services at present occupying the streets within the limits of the Works, and will also order all other public utilities, including The Dominion Power & Transmission Company, Limited, and its subsidiaries, The Bell Telephone Company of Canada, and any other public utility or utilities to reconstruct, alter or divert their plant, tracks, etc., within the said limits of the Works. The apportionment of the cost of such recon-

struction, alterations or diversions shall as between the parties hereto and the said public utilities be left to the decision of the Board of Railway Commissioners for Canada.

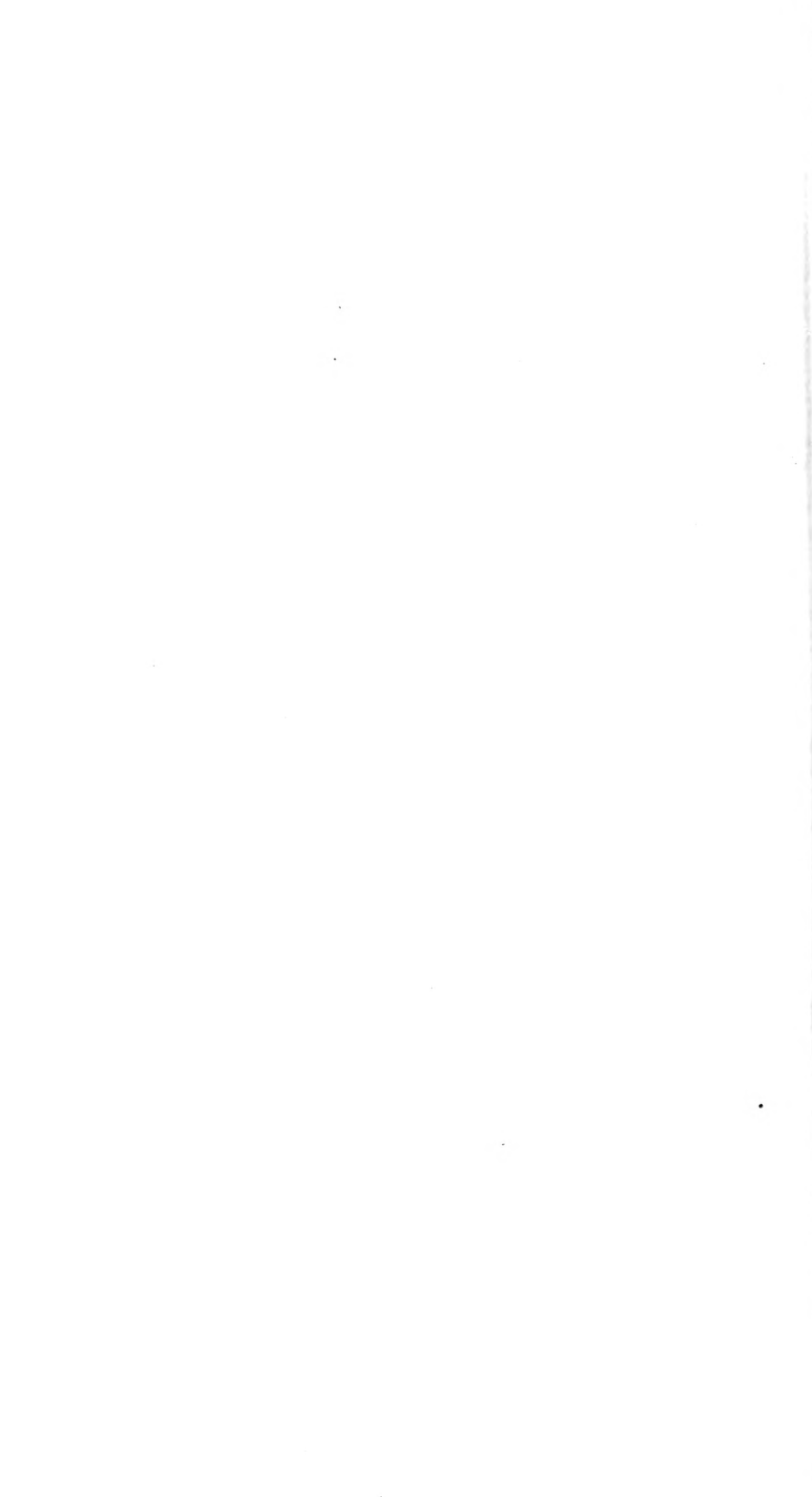
7. The City agrees that the Railway may at the sole expense of the City extend the existing outlets of the storm sewers on Queen Street and the sewer between Hess and Caroline Streets.

8. Subject to the approval, if necessary, of the Board of Railway Commissioners for Canada, the Works to be constructed pursuant to said P.C. 1108 shall be shown colored pink on drawing No. C. 4121, dated March 7th, 1928, attached hereto.

In witness whereof the parties hereto have hereunto affixed their Corporate Seals as evidenced by the signatures of their proper officers.

SIGNED, SEALED AND DELIVERED	THE CORPORATION OF THE CITY OF
	HAMILTON,
in the presence of:	(SEAL) (Sgd.) W. BURTON, <i>Mayor</i> .
(Sgd.) H. BARR.	(Sgd.) S. H. KENT, <i>City Clerk</i> .

	CANADIAN NATIONAL RAILWAY
	COMPANY,
(SEAL)	(Sgd.) S. J. HUNGERFORD,
	<i>Vice-President</i> .
	(Sgd.) S. B. QUINSBY,
	<i>Secretary</i> .



BILL.

An Act respecting the City of Hamilton.

1st Reading

February 5th, 1929.

2nd Reading

3rd Reading

MR. JETTEN.

*(Reprinted as amended by the Private Bills
Committee.)*

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Hamilton.

WHEREAS the Corporation of the City of Hamilton has by petition prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The City of Hamilton Act, 1929*.

2.—(1) The council of the corporation of the city of Hamilton may, without submitting the same to the electors qualified to vote on money by-laws, pass a by-law or by-laws for borrowing the sum of \$1,073,400 by the issue and sale of debentures payable at any time or times within twenty years, for the following purposes, namely:—

- (a) The acquiring of certain lands at Beach Road crossing on Burlington Beach, required in connection with the "Windermere Highway" to be constructed by the Department of Highways, the sum of . . . \$8,400
- (b) The acquiring of certain lands in the Township of Saltfleet for the establishing of an "Air Port or Harbour", and for the construction of runways and other works on said lands, the sum of . . . 216,500
- (c) The construction of watermain from Hamilton watermain to the "Air Port or Harbour" lands, the sum of . . . 13,500
- (d) The construction of a bridge at Mary Street over the main line of the Canadian National Railways, the sum of . . . 60,000
- (e) The erection of an "Art Gallery" in the city, the sum of . . . 100,000

(f) The acquiring of property on Burlington Heights in the city of Hamilton for the widening of York Street at the western entrance of the city, the sum of	\$100,000
(g) For the completion of the Mountain Roadway from a point 400 feet east of Ferguson Avenue to the top of the mountain, south of Concession Street, and acquiring land necessary therefor, the sum of	347,000
(h) For continuing the construction of the Mountain Roadway easterly from Sherman Avenue along the mountain face to the mountain brow and acquiring additional land to provide for the maintenance of Mountain Park Avenue along said mountain brow, the sum of	228,000
	<hr/> \$1,073,400

Duty of corporation to construct highway. (2) It shall be the duty of the corporation of the city of Hamilton to construct the highway referred to in clause (h) of subsection 1 of this section forthwith after being required so to do by the Minister of Public Works and Highways, for the purpose of connecting it with a provincial highway, when designated pursuant to section 52 of *The Highway Improvement Act*.

Rev. Stat.
c. 54.

Agreement
with
Inter-
national
Airways
of Canada,
Ltd.,
confirmed

3. The agreement made between the corporation of the city of Hamilton and International Airways of Canada, Limited, dated the 25th day of July, 1928, as set forth in schedule 1 to this Act is hereby ratified, and confirmed and declared to be legal, valid and binding upon the parties thereto, and the said parties are hereby empowered to carry out their respective obligations and exercise their respective privileges thereunder, and the council of the corporation of the city of Hamilton is hereby authorized to pass the necessary by-laws for acquiring and expropriating lands required for the Air Port or Harbour referred to in said agreement, pursuant to the provisions of *The Municipal Act*, and for carrying out the terms and conditions of such agreement.

Rev. Stat.,
c. 233.

Agreement
with C.N.
Ry. Co.,
confirmed.

4. The agreement made between the corporation of the city of Hamilton and Canadian National Railway Company, dated the 10th day of April, 1928, as set forth in schedule 2 to this Act is hereby ratified and confirmed and declared to be legal, valid and binding upon the parties thereto, and the said parties are hereby empowered to carry out their respective obligations and privileges thereunder, and the council of

the corporation of the city of Hamilton is hereby authorized to pass the necessary by-laws for carrying out the terms and conditions of the said agreement.

5. This Act shall come into force on the day upon which ^{Commence-}
it receives the Royal Assent. _{ment of Act.}

SCHEDULE 1.

Memorandum of Agreement made this 25th day of July, 1928.

BETWEEN:

THE CORPORATION OF THE CITY OF HAMILTON
(hereinafter called the "City Corporation"),

of the first part;

—and—

INTERNATIONAL AIRWAYS OF CANADA, LIMITED
(hereinafter called the "Company"),

of the second part.

Whereas the City Corporation is desirous of establishing an "Air Port" near the eastern limits of the City and has agreed with the "Company" as hereafter set forth;

Now this agreement witnesseth that in consideration of the mutual covenants and agreements hereinafter reserved and contained and of the sum of One Dollar now paid by the Company to the City Corporation, the receipt whereof is hereby by it acknowledged, the said parties hereto hereby mutually covenant and agree each with the other as follows:—

1. The City Corporation shall, subject to the provisions of paragraph 8 hereof, purchase and acquire all and singular that certain parcel or tract of land situate, lying and being in the Township of Saltfleet, in the County of Wentworth, and being more particularly described in Schedule "A" annexed to and forming part of this Agreement.

2. After the said lands have been so acquired the City Corporation shall arrange for the carrying out of the following works:—

(a) Construct on the said lands runways for the use of aeroplanes according to the plan approved by the Company.

(b) Provide drainage to dispose of all surface water and a septic tank with necessary outlets for sanitary drainage.

(c) Arrange to place underground all wires on the said lands which the said Company request to have placed underground.

(d) Remove all obstructions thereon.

One-half of the cost of the work in this paragraph provided to be done shall be paid forthwith upon completion thereof by the Company to the City Corporation, the remaining one-half of the cost of the said work shall be borne by the City Corporation.

It is hereby expressly agreed that the City Corporation shall not be responsible in any way for the insufficiency of any of the said works or the manner of their construction.

3. The City Corporation shall after the said lands have been acquired construct a six-inch watermain to the corner of Dunsmore Road and Reid Avenue, from such existing watermain as the City Engineer shall decide, and shall supply to the Company on the said lands water from the City Corporation's watermains. The Company shall pay thereafter to the City Corporation annually an amount equal to ten per cent. on one-half of the cost of construction of the watermains in this paragraph provided to be laid.

The said last mentioned annual payments shall be subject to be reduced and shall be reduced by the amount of the revenue collected and received by the City Corporation from all water taken from the said watermain, over and above the amount required to pay the City Corporation its share of the ten per cent. required annually on the one-half cost of the

said watermain borne by the City Corporation; provided the Company in any event pay to the City Corporation water rates which shall never be less than twenty cents per thousand gallons for all water supplied to and used by the Company, and such rates shall continue to be paid until such time as the said lands become part of the City of Hamilton, or until the said lands cease to be used as an Air Port, when the regular City water rates shall be paid by the Company or its assigns in place of the charge in this paragraph first mentioned of ten per cent. of one-half of the cost of construction of the said watermain.

4. The City Corporation in consideration of the covenants and agreements herein contained doth demise and lease unto the Company the said lands together with all improvements thereon;

To have and to hold the said demised premises for and during the term of Five years to be computed from the day on which the City Corporation gives notice to the Company that the Company may enter into possession of the said lands, and from thenceforth next ensuing and fully to be completed and ended.

Yielding and paying therefor forthwith on demand yearly and every year during the said term unto the City Corporation as follows:—

(a) For the first three years from the days said notice is given by the City Corporation to the Company a sum equal to one-half of the carrying charges to the City Corporation on all capital expenditures in connection with the purchase and improvement of the said lands as aforesaid, which carrying charges shall include taxes paid or payable on the said lands, interest on debentures issued by the City Corporation for expenditures on the said lands and the cost of and the loss on the debenture issue, but such carrying charges shall not include any capital payment on such debentures and shall not include the City Corporation's ten per cent. on one-half share of the cost of construction of the watermain as aforesaid; and

(b) For the remaining two years of the said term, the Company shall pay an amount equal to the whole of the said carrying charges.

5. The Company hereby covenants with the City Corporation:—

- (a) To pay rent;
- (b) And to pay taxes, including local improvements;
- (c) And to repair (damage by fire, lightning and tempest only excepted);
- (d) And to keep up fences;
- (e) And that the City Corporation may enter and view state of repair;
- (f) And that the company will repair according to notice in writing;
- (g) And will not assign or sublet without leave;
- (h) And that it will leave the premises in good repair (reasonable wear and tear and damage by fire, lightning and tempest only excepted);
- (i) Provided that the Company may remove its fixtures.
- (j) Proviso for re-entry by the said Corporation on non-payment of rent or non-performance of covenants.

The City Corporation covenants with the said Company for quiet enjoyment.

These covenants shall have the same effect as similar covenants in *The Short Forms of Leases Act*, R.S.O. 1927, Chap. 144.

6. The Company further covenants and agrees that it will forthwith after possession is given, establish and operate an adequate airport on said lands.

7. It is understood and agreed that the Company shall have the sole and exclusive option to purchase the said lands at any time within five years from the date hereof for an amount equal to the sum of money required to reimburse the City Corporation for all financial outlay of whatsoever nature in connection with the purchase of the said lands and the improvement thereof, which said outlay shall include the capital cost

of debentures and the cost of all improvements on the said lands, but shall not include the ten per cent. of the one-half share of the cost of the said watermain borne by the Corporation.

8. This agreement shall not be binding on the City Corporation until the same shall have been ratified by the Legislature of the Province of Ontario, and power has been granted to the City Corporation by such Legislature to issue debentures for the amount necessary to carry out this agreement.

In witness whereof the parties hereto have hereunto affixed their Corporate Seals under the hands of their proper officers.

SIGNED, SEALED AND DELIVERED, THE CORPORATION OF THE CITY OF
HAMILTON,
in the presence of: (SEAL) (Sgd.) W. BURTON, Mayor.
(Sgd.) S. H. KENT, City Clerk.
INTERNATIONAL AIRWAYS OF CANADA,
LIMITED,
(SEAL) (Sgd.) H. B. GREENING, President.
(Sgd.) O. DENMAN, Secretary.

Schedule "A"

ANNEXED TO AGREEMENT

DESCRIPTION OF LANDS REQUIRED FOR AIRPORT

PARCEL NO. 1—LANDS OF T. W. HAND AND R. B. HARRIS

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet in the County of Wentworth, in the Province of Ontario, being composed of all the lots and streets as laid out on registered plan No. 631, known as "Sunshine Park," being a subdivision of part of lot 32 in the Second Concession of the Township of Saltfleet, excepting lots 43 and 44, and that part of Roxborough Avenue immediately south of lot 44 in the said subdivision, (description by metes and bounds), containing by admeasurement forty-one and seven one-hundredths acres (41.07 acres) be the same more or less.

PARCEL NO. 2—LANDS OF EASTDALE PROPERTIES

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet in the County of Wentworth in the Province of Ontario, being composed of the northerly parts of lots 30 and 31 in the Second Concession of the said Township of Saltfleet: Firstly—That part of said lot 31 (the northerly part described by metes and bounds) containing by admeasurement forty-eight and forty one-hundredths acres (48.40 acres), be the same more or less. Secondly—The northerly part of the said lot 30 (description by metes and bounds); saying and excepting thereout and therefrom two parcels of land, comprising respectively one acre and 2.42 acres and more particularly described in deeds Nos. 19777 and 16501 for the Township of Saltfleet, duly registered in the Registry Office for the Registry Division of Wentworth. The secondly above described parcel, excluding the said two parcels, containing by admeasurement thirty-four and fifty-one one-hundredths acres (34.51 acres), be the same more or less.

PARCEL NO. 3—LANDS OF H. AND R. FREEBURNE

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet, in the County of Wentworth, in the Province of Ontario, being composed of: Firstly—Part of lot 31, in the Second Concession of the said Township (description by metes and bounds), containing by admeasurement nine and twenty-

seven one-hundredths acres (9.27 acres), be the same more or less. Secondly—Part of lot 30 in the Second Concession of the said Township (description by metes and bounds) containing by admeasurement, twenty-two and sixty-six one-hundredths acres (22.66 acres), be the same more or less.

PARCEL NO. 4—LANDS OF WM. TORRENCE

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet in the County of Wentworth, in the Province of Ontario, being composed of all of the lots and streets, excepting lots 184, 185, 208, 209, 210, 211, 218, and lot lettered "C," as laid out on registered plan No. 670, known as "Glenridge," being a subdivision of part of lots 31 and 32 in the Second Concession of the said Township of Saltfleet (description by metes and bounds) containing by admeasurement thirty and ninety-one one hundredths acres (30.91 acres), be the same more or less.

PARCEL NO. 5—LANDS OF WM. AND S. J. GORDON

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet, in the County of Wentworth, in the Province of Ontario, being composed of all of lots one hundred and eighty-four and one hundred and eighty-five (184 and 185), according to the plan of "Glenridge," being a subdivision of parts of lots 31 and 32 in the Second Concession of the said Township of Saltfleet which said plan was duly registered in the Registry Office for the Registry Division of Wentworth, as plan No. 670, on the 24th day of March, 1924.

PARCEL NO. 6—LANDS OF MARY DOUGLAS

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet, in the County of Wentworth, in the Province of Ontario, being composed of part of lot 31 in the Second Concession of the said Township (description by metes and bounds), containing by admeasurement two and one-half acres (2.50 acres), be the same more or less.

PARCEL NO. 7—LANDS OF MARTHA DOUGLAS

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet in the County of Wentworth, in the Province of Ontario, being composed of part of lot 31 in the Second Concession of the said Township which may be more particularly described as follows, that is to say:—

Commencing at a stake planted in the westerly limit of the said lot 31, being distant seven hundred and twenty-one feet and nine inches (721' 9") measured northerly thereon from the southwest angle of the said lot 31.

Thence south seventy-one degrees and fifty-two minutes east (S. 71° 52' E.) (ast.), a distance of three hundred and twelve feet (312' 0") to an iron bar planted.

Thence north sixteen degrees and thirty-one minutes east (N. 16° 31' E.), a distance of three hundred and forty-nine feet and eight and one-half inches (349' 8½") to a stake planted.

Thence north seventy-two degrees and three minutes west (N. 72° 03' W.) (ast.), a distance of three hundred and twelve feet (312' 0") to a stake planted in the westerly limit of lot 31.

Thence south sixteen degrees and thirty-one minutes west (S. 16° 31' W.) (ast.) along the said westerly limit of lot 31, a distance of three hundred and forty-eight feet and eight and one-half inches (348' 8½") more or less to the place of beginning.

The above described parcel of land containing by admeasurement two and one-half acres (2.50 acres), be the same more or less.

PARCEL NO. 8—LAND REQUIRED FROM THE TOWNSHIP OF SALTFLEET

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Saltfleet, in the County of Wentworth, in the Province of Ontario, being composed of all the unopened road allowance between lots 30 and 31 in the Second Concession of the said Township, which said road allowance is sixty-six feet (66') in width and extends from the northerly limit of the Hamilton and Queenston Provincial Highway to the southerly limit of the road allowance between Concession one and two (Barton St.) and contains by admeasurement five and six one-hundredths acres (5.06 acres).

SCHEDULE 2

Agreement made this tenth day of April, A.D. 1928.

BETWEEN:

THE CORPORATION OF THE CITY OF HAMILTON
(hereinafter called the "City"),

of the first part;

—and—

CANADIAN NATIONAL RAILWAY COMPANY
(hereinafter called the "Railway"),

of the second part.

Whereas by P.C. 1108, dated the 8th day of June, 1927, approval was given the Railway for construction of a new station in the City of Hamilton;

And whereas the Railway is about to undertake such construction (hereinafter referred to as the "Works") with the necessary tracks and other facilities, and the City is desirous of facilitating such Works;

Therefore the parties have agreed as follows:—

1. The Railway will at its own expense construct and maintain bridges, and will construct approaches thereto at Bay, James, John and Catherine Streets. The City will at its own expense provide and maintain roadways on such bridges and approaches thereto.

2. The City will upon the request of the Chief Engineer of the Railway close Mary Street over the right-of-way of the Railway, or in the alternative the Railway will upon the request of the City, construct a bridge to carry said street over the tracks of the Railway. The entire cost of such construction and maintenance of such bridge and approaches to be borne by the City.

3. The City will forthwith close those portions of Macnab, Hughson and Stuart Streets as shown on attached plan, and will convey same to the Railway.

4. The City will forthwith and at the sole expense of the Railway acquire the land at the southwest corner of Macnab and Stuart Streets as shown on the said plan, for the purpose of diverting Stuart Street into Macnab Street.

5. The City when so requested by the Chief Engineer of the Railway, arrange for the temporary closing of Catherine, John, James and Bay Streets to enable the Railway to carry out the Works.

6. The City will upon the request of the Chief Engineer of the Railway reconstruct, alter or divert its sewers and watermains and such other municipal services at present occupying the streets within the limits of the Works, and will also order all other public utilities, including The Dominion Power & Transmission Company, Limited, and its subsidiaries, The Bell Telephone Company of Canada, and any other public utility or utilities to reconstruct, alter or divert their plant, tracks, etc., within the said limits of the Works. The apportionment of the cost of such recon-

struction, alterations or diversions shall as between the parties hereto and the said public utilities be left to the decision of the Board of Railway Commissioners for Canada.

7. The City agrees that the Railway may at the sole expense of the City extend the existing outlets of the storm sewers on Queen Street and the sewer between Hess and Caroline Streets.

8. Subject to the approval, if necessary, of the Board of Railway Commissioners for Canada, the Works to be constructed pursuant to said P.C. 1108 shall be shown colored pink on drawing No. C. 4121, dated March 7th, 1928, attached hereto.

In witness whereof the parties hereto have hereunto affixed their Corporate Seals as evidenced by the signatures of their proper officers.

SIGNED, SEALED AND DELIVERED THE CORPORATION OF THE CITY OF
HAMILTON,

in the presence of: (SEAL) (Sgd.) W. BURTON, *Mayor*.

(Sgd.) H. BARR.

(Sgd.) S. H. KENT, *City Clerk*.

CANADIAN NATIONAL RAILWAY
COMPANY,
(SEAL) (Sgd.) S. J. HUNGERFORD,
Vice-President,
(Sgd.) S. B. QUINSBY,
Secretary.

BILL.

An Act respecting the City of Hamilton.

1st Reading

February 5th, 1929.

2nd Reading

March 20th, 1929.

3rd Reading

March 25th, 1929.

MR. JUTTEN.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Ottawa.

WHEREAS the corporation of the city of Ottawa has by Preamble its petition prayed that it should be enacted as herein-after set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The City of Ottawa Act, 1929*. Short title

2. The council of the corporation of the city of Ottawa may provide by by-law for an issue of debentures not exceeding \$75,000 payable within thirty (30) years from their date, for the purpose of defraying the cost of constructing and extending watermain and water services. Borrowing \$75,000 for extensions of water-mains.

3. For the payment of the debt and interest represented by the debentures to be issued under the authority of section 2 of this Act, there shall be raised annually by the corporation during their currency, with the authority conferred in, and by, an Act passed in the thirty-fifth year of the reign of Her late Majesty Queen Victoria, chaptered 80, and intituled *An Act for the Construction of Waterworks for the City of Ottawa*, from the water rates, a sum sufficient to discharge the said debt and interest, when and as the same shall respectively become due, such sum to be in addition to the money required to be raised to meet the charges of maintenance and cost of renewals in connection with the said waterworks, and for the payment of the principal and interest of all debts heretofore contracted for the purposes of the said waterworks, but if at any time, the moneys accruing from the said water rates shall prove insufficient for the purposes aforesaid, then, when and so often as the said deficiency shall occur, there shall be raised, levied and collected, by the said corporation, by a special rate upon the assessable property of the said corporation, according to the then last revised assessment roll thereof, a sum sufficient to make good such deficiency. Debt to be discharged out of water rates.

Issue of
20-year
debentures
for certain
purposes.

4. The council of the said corporation may provide by by-law for an issue or issues of debentures, payable within twenty (20) years from their date and not exceeding the following amounts, for the purposes specified:

- (a) \$20,000 for alterations and improvements to the Strathcona Isolation Hospital;
- (b) \$45,000 for improvements to the buildings and grounds of Lansdowne Park;
- (c) \$15,000 for altering and improving the main sewer in Rideau Ward;
- (d) \$25,000 to complete the construction of the Cave Creek drainage work;
- (e) \$4,500 to cover the cost of widening Carlyle Avenue.

Issue of
10-year
debentures
for certain
purposes.

5. The council of the said corporation may provide by by-law for an issue or issues of debentures, payable within ten (10) years from their date and not exceeding the following amounts, for the purposes specified:—

- (a) \$60,000 for the purchase of motor snow plows and snow removal equipment;
- (b) \$60,000 for widening the pavements and relocating the sidewalks and other corporation works on Slater, Queen, Kent and George Streets, or on such parts of the said streets as the said council by by-law may designate;
- (c) \$15,000 for the purchase and installation of traffic control equipment.

Assent of
electors not
required.

6.—(1) It shall not be necessary for the said corporation to obtain the assent of the electors of the said city qualified to vote on money by-laws, to the passing of any of the money by-laws authorized by sections 2, 4 and 5 of this Act, or to observe in respect thereto the formalities prescribed by *The Municipal Act* in relation to the passing of money by-laws.

Rev. Stat.
c. 233.

Rate of
interest.

(2) Debentures issued under the provisions of any of the said by-laws shall bear interest at such rate as the council of the said corporation shall, in such by-law, determine and the principal and interest thereof may be made payable in any manner authorized by *The Municipal Act*.

Irregularity
in form not
to invalidate

(3) No irregularity in the form of any of the debentures issued under the authority of this Act, or in any by-law authorizing the issue thereof, shall render the same invalid,

or be allowed as a defence to any action brought against the corporation of the city of Ottawa for the recovery of the amount thereof, or any part thereof, or the interest thereon.

7. The council of the said corporation instead of borrowing, by separate money by-laws, the sums authorized by sections 4 and 5 of this Act, may consolidate any two or more of such borrowings of like maturity and issue one series of debentures therefor; provided that each such consolidating by-law shall show by recitals or otherwise, the separate sums which make up the total borrowing, and the purposes for which such sums are to be expended.

8. Notwithstanding the provisions of subsections 7 and 8 of section 401 and of subsection 10 of section 400 of *The Municipal Act*, the council of the said corporation, by by-law to be passed with the approval of the Ontario Railway and Municipal Board, may from time to time impose, levy and collect market fees and fees for weighing coal, coke, stone, lime and other commodities but not including hay, straw or grain, in excess of the fees prescribed by subsections 7 and 8 of section 401 of the said Act, and may with the like approval amend or repeal every such by-law.

9. All sales of land within the municipality of the city of Ottawa made by the treasurer thereof in the year 1927, purporting to be made for arrears of taxes due in respect of the lands so sold, are validated and confirmed and all conveyances of such lands so sold heretofore or hereafter executed by the mayor, treasurer and clerk of the said city, purporting to convey the said lands to the purchaser thereof, or to his assigns, or to the corporation of the said city, as the case may be, shall have the effect of vesting the lands so sold in the purchaser thereof, his heirs and assigns or in the corporation of the said city, its successors and assigns, as the case may be, in fee simple, and clear of, and free from, all right, title, interest and claim whatsoever of the former owners thereof and their assigns, and of and from all mortgages, charges, liens and encumbrances thereon except taxes accruing after those for the non-payment of which the said lands were sold, provided that nothing in this section contained shall affect or prejudice the right or rights of any person under any litigation that may be pending on the date upon which this Act receives the Royal Assent.

10. The council of the said corporation may, by by-law, which shall not require for its validity the assent of the electors, exempt from all municipal taxes and rates, other than school and collegiate institute, water, and local improvement rates, the Ottawa Drama League Incorporated, and

all such lands and buildings as may from time to time belong to the said Drama League so long as they are actually used and occupied by it, but not if otherwise occupied and may from time to time amend, repeal and re-enact every such by-law.

Provision for approval of plans of proposed buildings on certain streets by Federal District Commission
 1926-1927, c. 55 (Dom.)
11. The council of the said corporation may provide by by-law that the plans and specifications of all buildings hereafter proposed to be erected or altered by any person or corporation (other than the Government of Canada), upon land abutting on Wellington Street, east of the westerly limit of Lot A-2, or upon Sussex Street, north of Rideau Street, or upon any land situate between the said parts of the said streets and the Ottawa River, shall be submitted to and approved of by the Federal District Commission, constituted by *The Federal District Commission Act, 1927* (Canada); and that upon the passing of such by-law the granting or refusing of authority to erect or alter every such building shall be in its discretion and that its action shall not be open to question or review by any court.

Commencement of Act.
12. This Act shall come into force on the day upon which it receives the Royal Assent.



BILL.

An Act respecting the City of Ottawa.

1st Reading

2nd Reading

3rd Reading

MR. PINARD.

(Private Bill.)

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Ottawa.

WHEREAS the corporation of the city of Ottawa has by Preamble.
its petition prayed that it should be enacted as herein-
after set forth; and whereas it is expedient to grant the
prayer of the said petition;

Therefore, His Majesty, by and with the advice and
consent of the Legislative Assembly of the Province of
Ontario, enacts as follows:—

1. This Act may be cited as *The City of Ottawa Act, 1929.* Short title.

2. The council of the corporation of the city of Ottawa Borrowing
\$75,000 for
extensions
of water-
mains.
may provide by by-law for an issue of debentures not exceed-
ing \$75,000 payable within thirty (30) years from their date,
for the purpose of defraying the cost of constructing and
extending watermain and water services.

3. For the payment of the debt and interest represented Debt to be
discharged
out of water
rates.
by the debentures to be issued under the authority of section 2
of this Act, there shall be raised annually by the corporation
during their currency, with the authority conferred in, and
by, an Act passed in the thirty-fifth year of the reign of Her
late Majesty Queen Victoria, chaptered 80, and intituled
An Act for the Construction of Waterworks for the City of Ottawa,
from the water rates, a sum sufficient to discharge the said
debt and interest, when and as the same shall respectively
become due, such sum to be in addition to the money required
to be raised to meet the charges of maintenance and cost of
renewals in connection with the said waterworks, and for the
payment of the principal and interest of all debts heretofore
contracted for the purposes of the said waterworks, but if
at any time, the moneys accruing from the said water rates
shall prove insufficient for the purposes aforesaid, then,
when and so often as the said deficiency shall occur, there
shall be raised, levied and collected, by the said corporation,
by a special rate upon the assessable property of the said
corporation, according to the then last revised assessment roll
thereof, a sum sufficient to make good such deficiency.

Issue of
20-year
debentures
for certain
purposes.

4. The council of the said corporation may provide by by-law for an issue or issues of debentures, payable within twenty (20) years from their date and not exceeding the following amounts, for the purposes specified:

- (a) \$20,000 for alterations and improvements to the Strathcona Isolation Hospital;
- (b) \$45,000 for improvements to the buildings and grounds of Lansdowne Park;
- (c) \$15,000 for altering and improving the main sewer in Rideau Ward;
- (d) \$25,000 to complete the construction of the Cave Creek drainage work;
- (e) \$4,500 to cover the cost of widening Carlyle Avenue.

Issue of
10-year
debentures
for certain
purposes.

5. The council of the said corporation may provide by by-law for an issue or issues of debentures, payable within ten (10) years from their date and not exceeding the following amounts, for the purposes specified:—

- (a) \$60,000 for the purchase of motor snow plows and snow removal equipment;
- (b) \$60,000 for widening the pavements and relocating the sidewalks and other corporation works on Slater, Queen, Kent and George Streets, or on such parts of the said streets as the said council by by-law may designate;
- (c) \$15,000 for the purchase and installation of traffic control equipment.
- (d) \$25,000 for the purpose of constructing comfort stations at city playgrounds and bathing beaches.

Assent of
electors not
required

6.—(1) It shall not be necessary for the said corporation to obtain the assent of the electors of the said city qualified to vote on money by-laws, to the passing of any of the money by-laws authorized by sections 2, 4 and 5 of this Act, or to observe in respect thereto the formalities prescribed by *The Municipal Act* in relation to the passing of money by-laws.

Rev. Stat.,
c. 233.

Rate of
interest.

(2) Debentures issued under the provisions of any of the said by-laws shall bear interest at such rate as the council of the said corporation shall, in such by-law, determine and the principal and interest thereof may be made payable in any manner authorized by *The Municipal Act*.

(3) No irregularity in the form of any of the debentures issued under the authority of this Act, or in any by-law authorizing the issue thereof, shall render the same invalid, or be allowed as a defence to any action brought against the corporation of the city of Ottawa for the recovery of the amount thereof, or any part thereof, or the interest thereon. Irregularity in form not to invalidate.

7. The council of the said corporation instead of borrowing, by separate money by-laws, the sums authorized by sections 4 and 5 of this Act, may consolidate any two or more of such borrowings of like maturity and issue one series of debentures therefor; provided that each such consolidating by-law shall show by recitals or otherwise, the separate sums which make up the total borrowing, and the purposes for which such sums are to be expended. Consolidation of debenture issues.

8. All sales of land within the municipality of the city of Ottawa made by the treasurer thereof in the year 1927, purporting to be made for arrears of taxes due in respect of the lands so sold, are validated and confirmed and all conveyances of such lands so sold heretofore or hereafter executed by the mayor, treasurer and clerk of the said city, purporting to convey the said lands to the purchaser thereof, or to his assigns, or to the corporation of the said city, as the case may be, shall have the effect of vesting the lands so sold in the purchaser thereof, his heirs and assigns or in the corporation of the said city, its successors and assigns, as the case may be, in fee simple, and clear of, and free from, all right, title, interest and claim whatsoever of the former owners thereof and their assigns, and of and from all mortgages, charges, liens and encumbrances thereon except taxes accruing after those for the non-payment of which the said lands were sold, provided that nothing in this section contained shall affect or prejudice the right or rights of any person under any litigation that may be pending on July 1st, 1929. Tax sales and deeds confirmed.

9. The council of the said corporation may, by by-law, which shall not require for its validity the assent of the electors, exempt from all municipal taxes and rates, other than school and collegiate institute, water, and local improvement rates, the Ottawa Drama League Incorporated, and all such lands and buildings as may from time to time belong to the said Drama League so long as they are actually used and occupied by it, but not if otherwise occupied and may from time to time amend, repeal and re-enact every such by-law. Power to exempt from taxation property of Ottawa Drama League Incorporated.

Grants to
widows and
dependents
of civic em-
ployees.

10. The council of the said corporation may expend out of its current revenues for the year 1929, a sum not exceeding \$20,000 in granting relief to the widows and dependents of former officials and employees of the corporation.

Commence-
ment of Act.

11. This Act except section 8, shall come into force on the day upon which it receives the Royal Assent. Section 8 shall come into force on July 1st, 1929.



BILL.

An Act respecting the City of Ottawa.

1st Reading

February 6th, 1929.

2nd Reading

March 26th, 1929.

3rd Reading

March 28th, 1929.

MR. PINARD.

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Sarnia.

WHEREAS the corporation of the city of Sarnia has by ^{Preamble} petition represented that under certain by-laws of the said corporation and a memorandum of agreement, dated the 31st day of January, 1927, between the said corporation of the first part, The Sarnia Elevator Company Limited, a company incorporated under the laws of the Province of Ontario, of the second part and The MacDonald Engineering Company of Canada, Limited, of the third part, all of which are set out in chapter 126 of the Acts passed in 1927 provision was made for the construction of a grain elevator by the corporation and the purchase thereof from the corporation by The Sarnia Elevator Company Limited, that in order to facilitate the transportation of grain from the West to the Atlantic seaboard, by way of the Great Lakes, and for local trade, further facilities for the transshipment and temporary storage of grain are required at the port of Sarnia, and that the said corporation, in order to provide the said additional facilities at the port of Sarnia, has entered into an agreement dated the 5th day of November, 1928, with The Sarnia Elevator Company Limited providing for the construction by the corporation of further concrete construction elevator capacity to the extent of two million bushels with a portable marine leg of most modern type and construction as an addition to the present elevator, the capacity of which is one million bushels, and further providing for the purchase by The Sarnia Elevator Company Limited of the said additions from the corporation, and also providing for varying and amending the terms of the said agreement, dated the 31st day of January, 1927, and providing for an addition to the fixed assessment of The Sarnia Elevator Company Limited, all as more fully set out in the said agreement dated the 5th day of November, 1928; and whereas it appears by the said petition that there has been duly submitted to the electors of the said municipal corporation by-law number 1790, providing for the authorization, ratification and confirmation of the said agreement dated the 5th day of November, 1928, and for borrowing on the credit of the said corporation of funds for the construction of the said additional elevator capacity, which by-law did

receive the assent of the duly qualified electors by a vote of 2,201 for and 448 against the by-law, and was finally passed by the council of the corporation of the city of Sarnia on the 28th day of December, 1928, by the affirmative vote of three-fourths of all the members of the council of the said corporation; and whereas the corporation of the city of Sarnia by the said petition has prayed that an Act be passed validating, legalizing and confirming the said by-law number 1790 and the debentures issued or to be issued thereunder, and authorizing and empowering the said corporation of the city of Sarnia to carry out, do and perform the things provided by the said by-law and by the said agreement dated the 5th day of November, 1928, to be carried out, done and performed by it, which said agreement is referred to in the said by-law and set out in schedule "A" thereto; and whereas it is expedient to grant the prayer of the said petition:

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

- Short title. **1.** This Act may be cited as *The City of Sarnia Act, 1929*.
- By-law
No. 1790
confirmed. **2.** By-law number 1790 of the corporation of the city of Sarnia and the agreement in connection therewith as set out in schedule 1 hereto is hereby confirmed and declared to be legal, valid and binding upon the said corporation of the city of Sarnia and the ratepayers thereof, and upon The Sarnia Elevator Company Limited, and the said corporation of the city of Sarnia is hereby authorized and empowered to do all acts necessary or convenient for the full and proper carrying out of the provisions of the said by-law and the agreement.
- Con-
firmation of
debentures. **3.** The debentures issued or to be issued under the said by-law are hereby confirmed and declared to be legal, valid and binding upon the corporation of the city of Sarnia and the ratepayers thereof.
- Power
to amend
by-law. **4.** Notwithstanding anything in this Act or anything in the said by-law number 1790 the council of the corporation of the city of Sarnia may with the consent of The Sarnia Elevator Company Limited, and subject to the provisions of section 300 of *The Municipal Act*, pass a by-law amending the said by-law number 1790 and providing for a different rate of interest and for a corresponding change in the amount to be raised annually in the said by-law and any such amending by-law so passed shall be valid and binding on the said corporation and the ratepayers thereof and The Sarnia Elevator Company Limited.
- Rev.Stat.,
c. 232. **5.** This Act shall come into force on the day upon which it receives the Royal Assent.
- Commence-
ment of
Act.

SCHEDULE 1.

BY-LAW No. 1790

A By-law to provide for the borrowing of \$400,000.00 upon Debentures to pay for the erection and equipment of a Grain Elevator and a Portable Marine Leg and all other costs and expenses in connection therewith and incidental thereto, and to confirm a certain Agreement made between the Municipal Corporation of the City of Sarnia, and Sarnia Elevator Company Limited.

Whereas it is desirable and expedient to erect a Grain Elevator and a Portable Marine Leg in the City of Sarnia as provided by *The Municipal Act, 1927*, Revised Statutes of Ontario, Chapter 233, Section 396, Paragraph 24;

And whereas it is desirable and expedient to confirm a certain Agreement, dated the 5th day of November, A.D. 1928, between the Municipal Corporation of the City of Sarnia and the Sarnia Elevator Company Limited, for the sale of the said Grain Elevator and Portable Marine Leg in accordance with the terms of the said Agreement, which Agreement is hereunto annexed as Schedule "A";

And whereas the Municipal Council of the City of Sarnia, has approved of the said Agreement;

And whereas for the said purposes, it is necessary to borrow the sum of \$400,000.00 on the credit of the Corporation and to issue debentures payable within twenty years from the time of the issue thereof, and bearing interest at the rate of five per cent. per annum, payable yearly which is the amount of the debt intended to be created by this By-law; and proceeds of the debentures to be applied to the said purposes and no other;

And whereas \$32,097.03 is the total amount required to be raised annually for a special rate for the term of twenty years for the payment of the said debt and interest thereon at the rate of five per cent. per annum, according to the terms of this By-law;

And whereas it is expedient that the principal of said debt shall be repayable in yearly sums during the period of twenty years of such amounts respectively that the aggregate amount payable for principal and interest in any year shall be equal as nearly as possible to the amount so payable for principal and interest in each of the other years;

And whereas the amount of the whole rateable property of the Municipality according to the last Revised Assessment Roll is \$17,754,050.00;

And whereas the amount of the existing debenture debt of the Corporation (exclusive of Local Improvement Debts) secured by special rates of assessments is the sum of \$1,670,336.00 and no part of the principal or interest is in arrear;

And whereas it is expedient to authorize, ratify and confirm the said Agreement hereinbefore recited;

Therefore the Municipal Council of the City of Sarnia, enacts as follows:

1. That for the purposes aforesaid, it shall be lawful for the Municipal Council of the City of Sarnia to borrow on the credit of the Corporation at large, the sum of \$400,000.00 and debentures shall be issued therefor in sums of not less than One hundred dollars each, bearing interest at the rate of five per cent. per annum, computed from the date of the issue, and have coupons attached for the payment of interest.

2. That the debentures shall all bear the same date and shall be issued within two years after the date on which this By-law is passed and may bear any date within such two years and shall be payable in twenty annual instalments, during the twenty years next after the time when the same are issued, and the respective amounts of principal and interest payable in each of such years shall be as follows:

Number	Principal	Interest	Total
1	\$12,097 03	\$20,000 00	\$32,097 03
2	12,701 89	19,395 14	32,097 03
3	13,336 98	18,760 05	32,097 03
4	14,003 83	18,093 20	32,097 03
5	14,704 02	17,393 01	32,097 03
6	15,439 22	16,657 81	32,097 03
7	16,211 18	15,885 85	32,097 03
8	17,021 74	15,075 29	32,097 03
9	17,872 83	14,224 20	32,097 03
10	18,766 47	13,330 56	32,097 03
11	19,704 80	12,392 23	32,097 03
12	20,690 03	11,407 00	32,097 03
13	21,724 54	10,372 49	32,097 03
14	22,810 76	9,286 27	32,097 03
15	23,951 30	8,145 73	32,097 03
16	25,148 87	6,948 16	32,097 03
17	26,406 32	5,690 71	32,097 03
18	27,726 62	4,370 41	32,097 03
19	29,112 96	2,984 07	32,097 03
20	30,568 61	1,528 42	32,097 03
	\$400,000 00	\$241,940 60	\$641,940 60

3. The debentures as to both principal and interest may be expressed in Canadian Currency or Sterling money of Great Britain at the rate of One Pound Sterling for each Four Dollars and eighty-six and two-third cents, and may be payable at any place or places in Canada or Great Britain.

4. The Mayor and Treasurer of the Corporation shall sign and issue the debentures and the Treasurer shall sign the interest coupons and the debentures shall be sealed with the seal of the Corporation and the Treasurer's signature may be printed, stamped, lithographed or engraved upon the said coupons.

5. During the twenty years, the currency of the said debt and debentures, there shall be raised, assessed and levied yearly by special rate, sufficient therefor, on all the rateable property in the Municipality, a sum sufficient to discharge the several instalments of principal and interest accruing due on the said debentures as the same become respectively payable according to the provisions of this By-law.

6. All moneys raised from the said special rates or from the commutation thereof not immediately required for the payment of the interest shall be invested as required by law.

7. The debentures may contain any clause providing for the registration thereof authorized by any Statute relating to Municipal Debentures in force at the time of issue thereof.

8. The execution of the said Agreement on behalf of the Corporation of the City of Sarnia is hereby authorized, ratified and confirmed and the said Agreement is hereby incorporated in this By-law and shall be read and confirmed as part thereof.

This By-law shall come into force and take effect immediately upon the final passing thereof.

Passed provisionally this 5th day of November, A.D. 1928.

Finally passed this 28th day of December, A.D. 1928.

(CORPORATE SEAL)

(Sgd.) W. J. SCOTT, Mayor.

(Sgd.) M. D. STEWART, Clerk.

Schedule "A."

Memorandum of Agreement made this fifth day of November, 1928

BETWEEN:

THE MUNICIPAL CORPORATION OF THE CITY OF SARNIA
(hereinafter called the "Corporation"),

of the first part;

—and—

THE SARNIA ELEVATOR COMPANY LIMITED
(hereinafter called the "Company"),

of the second part.

Whereas under certain by-laws of the Corporation and a Memorandum of Agreement dated the 31st day of January, 1927, between the Corporation of the First Part, the Company of the Second Part and McDonald Engineering Company of Canada Limited of the Third Part, all of which are set out in Chapter 126 of the Statutes of Ontario (17 George V, 1927), provision was made for the construction of a grain elevator by the Corporation and the purchase thereof from the Corporation by the Company;

And whereas to facilitate the transportation of the grain from the West to the Atlantic Seaboard, by way of the Great Lakes and for local trade, further facilities for the transhipment and temporary storage of grain are required at the Port of Sarnia;

And whereas the Corporation is authorized under the provisions of paragraph 24, Section 396 of *The Municipal Act*, being chapter 233, Revised Statutes of Ontario, 1927, to erect, maintain and operate grain elevators;

And whereas the Corporation in order to provide the said additional facilities at the Port of Sarnia, is willing to construct further concrete construction elevator capacity to the extent of two million bushels with a portable marine leg of most modern type and construction as an addition to the present elevator, the capacity of which is one million bushels;

And whereas such additions are to be constructed on the lands referred to in this Agreement;

And whereas the Company has purchased the existing elevator on the said lands and it is intended that the Company should purchase the said additions from the Corporation upon the completion thereof in accordance with the plans and specifications therefor to be submitted by the Company and approved of by the Committee as hereinafter referred to and that the Company should thereafter operate such additions in conjunction with the present elevator to the greatest possibility of the grain trade and maintain the same on the terms and conditions hereinafter set forth;

Now therefore this indenture witnesseth, that in consideration of the premises and the stipulations and covenants herein on the part of the parties severally contained, the parties hereto covenant, promise and agree each with the other of them as follows:

1. The Company hereby agrees to have designed for the Corporation, an addition to the present elevator, such addition to consist of a storage elevator of modern design and substantial concrete construction with a storage capacity of not less than two million bushels of grain together with a concrete wharf running the full length of such addition and also extending along the full length of the present elevator and together with a portable marine leg, which leg is not only to be used in operation of the addition but also to have such connections that it can be used with the present elevator and together with dockage, trackage and other necessary appurtenances. All the foregoing is to be approved of and accepted by the Committee referred to in the next succeeding paragraph and is to be erected on the property hereinafter described.

2. The general and detailed plans and specifications of the said addition shall be prepared at the expense of the Company and shall be submitted for the approval of a committee of five persons, two of whom shall be appointed by the Council of the Corporation and two by the Company with powers to substitute from time to time, and a fifth member who shall be the City Engineer of the Corporation. Upon the approval of the general and detailed plans and specifications and of the price of construction and erection of the said addition which is estimated to cost \$650,000.00 the Corporation is then to call for tenders for the erection of the said addition, or shall let the contract to some contractor satisfactory to the Company in any other manner deemed advisable by the said Committee, and when a contract is entered into between the Corporation and a Contractor, satisfactory to the Company, embodying said plans, specifications, dockage and trackage, price of construction, etc., and such approval is evidenced by the signature of the said Committee or of the majority of them, the Council shall then pass a resolution authorizing the proper officials of the Corporation to accept and sign the same on behalf of the Corporation; the said plans and specifications and contract for the construction of the said addition shall be submitted, prior to their acceptance by the said Committee, to a consulting engineer, or to such competent person as may be required for his approval and costs thereof shall be borne by the Company in any event.

3. The said Contract, among other things, shall include the following:

(a) The said addition shall be built in a good substantial and workman-like manner under the supervision of the City Engineer who shall have full power to engage assistants whenever he considers the same necessary and the charge for such inspection shall be charged against and form part of the costs of the said construction.

(b) The said addition shall have railway connection and proper facilities for unloading boats and loading into railway cars.

(c) The said portable marine leg shall be of most modern type and capable of handling and unloading at least twenty-five thousand bushels of grain per hour, and shall be so constructed that it shall be capable of operation not only in conjunction with the said addition but shall also have such connection that it may be operated in conjunction with the said present elevator and shall be furnished with such ample power and machinery as shall be necessary to operate said portable marine leg to its full capacity.

(d) All payments due under the said contract shall be certified to by the City Engineer and approved of by the Municipal Council of the City of Sarnia before payment.

(e) A Surety Company Bond shall be provided to guarantee the construction of the said addition in accordance with the plans, specifications and contract in an amount to be determined by the Committee herein referred to.

(f) Fifteen per cent. (15%) of the contract price for the construction of the said addition shall be retained by the Corporation for a period of thirty days after the completion of the said addition and shall not be paid by the Corporation until the said addition has been proven to the City Engineer of the City of Sarnia to be in satisfactory running condition, and that the said Contract has been conformed with in every respect.

4. Upon satisfactory completion of the said addition equipped and ready for operation, both by water and rail, at full capacity and in accordance with the plans, specifications and contract hereinbefore referred to, the Corporation agrees to sell to the said Company and the Company for itself, its successors and assigns agrees to purchase the said addition at a price equal to the total cost of the design and construction, insurance and interest during the course of the construction, and all other expenditures made in fully completing the said addition and the Company thereupon agrees to pay the Corporation the sum of \$250,000.00 in cash, and upon such payment is to be put in possession of the said addition and the balance of the purchase money, which is not to exceed \$400,000.00 shall

be paid in yearly instalments equal to the amount required to pay the yearly instalments of principal and interest on the debentures to be issued by the Corporation to secure the funds necessary to pay for the erection of the said addition as before set out. The first payment to be due one year from the date of the issue of the debentures and to include interest from the date of the issue of the said debentures. Provided, however, that with regard to the payment of the sum of \$259,000.00 in cash, should the Corporation require any portion of the said sum prior to the completion of the said addition then the Corporation may demand payment of such sums as may be required to meet payment of progress certificates as the work advances until the said sum of \$259,000.00 has been paid, which progress certificates provide for the retention of the 15 per cent. as hereinbefore set out and the Company agrees to pay such progress certificates as required.

5. Upon full payment of the purchase price to be paid by the Company under this agreement and under the hereinbefore recited agreement of the 31st of January, 1927, the Corporation agrees to convey and assure or cause to be conveyed and assured to the said Company, its successors or assigns, by good and sufficient deed in fee simple, free from encumbrances and without reservations of any kind, all and singular that certain parcel or tract of land and land covered by water situate, lying and being in the City of Sarnia in the County of Lambton and Province of Ontario and being composed of parts of lots numbers four, five, six, seven, eight, nine, ten and eleven, according to registered plan number twenty-four for the said City of Sarnia, more particularly described as follows: Commencing at the point in the northerly limit of lot number eleven distant one thousand and twenty-nine and one-half feet westerly from the intersection of the base line, shown on said plan number twenty-four with the southerly limit of Exmouth Street; thence southerly parallel to the said base line to the southerly boundary of lot number four; thence westerly in the southerly limit of lot number four, seventeen hundred feet more or less to the channel bank of the River St. Clair; thence northerly following the said channel bank to the north limit of lot number eleven; thence east in the northerly limit of said lot number eleven, two thousand five hundred and fifty-four and two-tenths feet more or less to the place of beginning, containing by admeasurement fifty-five and five-tenths acres, be the same more or less as shown within the red border of the plan made by John A. Baird, O.L.S., dated the twenty-sixth day of January, 1927, attached to the said hereinbefore recited agreement of the 31st of January, 1927. Together with such right-of-way from the said property to the Canadian National Railway tracks to Point Edward as may have been conveyed or may hereafter be conveyed to the Corporation for the purpose of constructing a railway switch from the said tracks to the above described property with all appurtenances and all buildings, structures, dockage and trackage heretofore or hereafter erected on or under the said lands or right-of-way, including without limiting the generality of the foregoing the present elevator and the addition. But excepting thereout such parts of the said lands as have been or may be conveyed by the Corporation to the Dominion of Canada or for industrial sites under the said agreement of the 31st of January, 1927. The said Conveyance shall be subject to all reservations and limitations set out in the said agreement dated the 31st January, 1927. The said lands hereinbefore described are those intended to be described in the said agreement of the 31st of January, 1927, but which were therein erroneously described. Provided, however, that should the Company not convey or cause to be conveyed to the Corporation the lands hereinbefore particularly described less such parts thereof as have been or may be conveyed by the Corporation to the Dominion of Canada or for industrial sites under the said agreement of the 31st of January, 1927, then the conveyance by the Corporation under the provisions of this paragraph shall describe the lands by reference to the description contained in the said agreement of the 31st of January, 1927.

6. If the Company at any time during the currency of this agreement and/or the said agreement of the 31st of January, 1927, deposit with the Corporation or with a trustee a sum of money and/or securities authorized for the investment of trust funds under *The Trustee Act* satisfactory to the Corporation sufficient to satisfy the principal and interest on the then outstanding debentures issued by the Corporation to secure the funds necessary to pay for the erection of the existing elevator and the said

addition, then the Corporation will convey to the Company the lands and appurtenances described in the next preceding paragraph as though the purchase money therein referred to had been fully paid.

7. The said Corporation shall, by its Council, as soon as possible procure to be submitted to the electors of the Municipality under the provisions of *The Municipal Act*, a By-law authorizing the erection of the said addition, by the issue of debentures, bearing interest at the rate of 5 per cent. per annum, to the extent of \$400,000.00 to pay for the same and authorizing the sale of the said addition, when completed, to the said Company, and ratifying and confirming this agreement, the costs of such vote, the preparation of this agreement and necessary By-laws and all other necessary legal expenses, are to be paid for by the Company previous to the putting of such vote to the people.

8. The debentures to be issued by the Corporation shall run for a period of twenty years, and the said debentures shall be payable yearly, and the first payment of principal and interest shall be due in one year from the date of the issue of the debentures. In the event of the sale of the said debentures by the Corporation at a discount, the said discount shall become part of the original cost of construction, and be paid by the said Company, but in the event of the sale of the said debentures at a premium, the said premium shall be applied on payment of the first year's interest and principal due by the Company under this agreement. Provided, however, should the Corporation deem it advisable to borrow any part of the said sum of \$400,000.00 before the issuing of the said debentures, then the interest on said amount of money so borrowed will become part of the original cost of construction.

9. Should the said By-law for the erection of the said addition be assented to by the electors, the Corporation shall by its Council pass the said By-law and in case the said By-law shall not, on such submission, receive the assent of the electors as required by *The Municipal Act*, then this agreement and the said By-law shall be null and void and of no effect.

10. The said Corporation also agrees to assist the Company in procuring the Dominion Government to do all necessary dredging and harbour work for the proper erection and operation of the said addition and for the construction of a proper harbour.

11. The Corporation agrees to apply to the Legislature of the Province of Ontario for a Special Act authorizing and confirming the said By-law. All costs incidental to obtaining the Special Act shall be defrayed by the Company previous to the time that the said Corporation applies to the Legislature for the said Special Act, together with all other costs and legal fees rightly incurred by the Corporation in connection with the erection and sale of the said addition to the Company.

12. The Company agrees to keep the said addition insured against fire and explosion (if possible) to an amount equal to the balance of the purchase money from time to time owing thereon and shall deposit such insurance policies with the Treasurer of the said Corporation with loss made payable to the Corporation.

13. The Company further agrees that should the cost of the said addition without including the cost of the land, exceed the sum of \$650,000.00 then the Company agrees to pay for all excess costs above the said sum of \$650,000.00 and to deposit a surety company bond, or a bond satisfactory to the Corporation, which bond shall provide for payment by the Company on account of the construction of the said addition of any amount in excess of the said sum of \$650,000.00.

14. The Company further agrees to deposit with the said Corporation a surety company bond, or a bond suitable to the Corporation for \$250,000.00 guaranteeing the down payment provided for under this agreement upon the transfer of the said addition to the Company, or as otherwise set out; both of the said last mentioned bonds shall be deposited with the Corporation prior to the time any work is undertaken.

15. The said agreement of the 31st January, 1927, is hereby amended by omitting clause number 21 thereof.

16. The Company further agrees that it will give to all railways now or hereafter entering the said City of Sarnia access over its right-of-way to the said present elevator and said addition for the purpose of carrying grain to and from the same.

17. The Company agrees to maintain and operate the said addition for a period of twenty years and make all necessary repairs to keep it up to standard and to the satisfaction of the Corporation, and in the event of default, the Corporation may make the repairs and charge the same to the Company and on demand the cost of same shall be paid by the Company.

18. The Company shall be entitled to assign this agreement and all its rights hereunder but only first obtaining the approval of the Corporation.

19. By-law No. 1673 for the City of Sarnia having fixed the assessment of the said Company at One Hundred Thousand Dollars (\$100,000.00) and in consideration of the premises the Company on behalf of itself, its successors and assigns, agrees with the Corporation that the fixed assessment of the Sarnia Elevator Company Limited upon so much only of the lands and premises, including dockage, and trackage, as shall be used in the business of the Company shall be Two Hundred Thousand Dollars (\$200,000.00) instead of One Hundred Thousand Dollars (\$100,000.00), and agrees from and after the first day of January after completion of the said addition to pay taxes to the City of Sarnia upon the said basis of a fixed assessment of Two Hundred thousand dollars (\$200,000.00) until the expiration of the time for fixed assessment as fixed by By-law No. 1673, provided, however, that this shall not apply or affect taxes for school purposes or local improvement taxes or business taxes and for school purposes the business assessment shall be made on the full assessable value of the said elevator lands and premises, including dockage and trackage, in connection therewith, but this assessment is subject to the stipulations as set out in the said By-law No. 1673.

20. In case of default by the Company in respect of the terms mentioned in this agreement or in the said agreement of the 31st day of January, 1927, for a period of one year, formal notice may be given by the Corporation to the Company of such default and on the expiry of sixty days thereafter, unless in the meantime the default is remedied, the Corporation may terminate and cancel this agreement and the said agreement of the 31st of January, 1927, and the property shall revert to the Corporation.

21. The agreement made between the Corporation and the Company dated the 30th day of June, 1927, and the agreement made between the said parties dated the 6th day of March, 1928, and registered in the Registry Office for the Registry Division of the County of Lambton on the 7th day of March, 1928, as Number 50482 for the City of Sarnia shall be cancelled and shall be of no further force and effect.

22. The said agreement of the 31st of January, 1927, shall continue in full force and effect and shall be read and construed with reference to the terms of this agreement. Provided however, that in so far as the terms of the said agreement of the 31st of January, 1927, are inconsistent with or are modified by the terms of this agreement the said agreement of the 31st of January, 1927, shall be considered as amended by this agreement and of no further force and effect.

IN WITNESS WHEREOF the said Corporation has affixed its Corporate Seal, attested by the hands of its Mayor and Clerk, and the Sarnia Elevator Co., Limited has affixed its Corporate Seal and signed by its President and Secretary.

SIGNED, SEALED AND DELIVERED [THE MUNICIPAL CORPORATION OF THE CITY OF SARNTA.

in the presence of

(Sgd.) W. J. SCOTT, Mayor.
(Sgd.) M. D. STEWART, Clerk.

[SEAL]

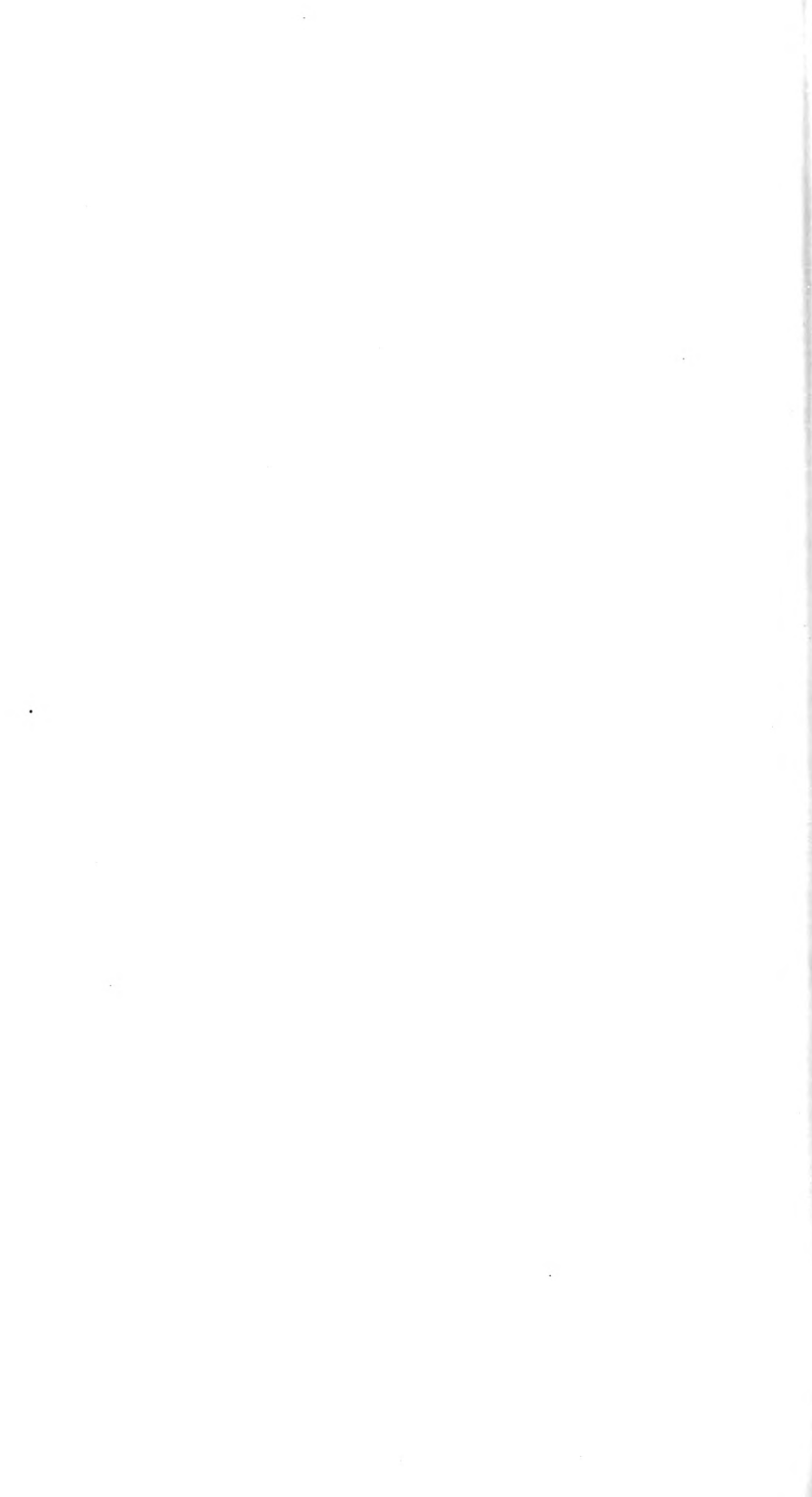
} THE SARNIA ELEVATOR COMPANY, LIMITED.

(Sgd.) JOHN COWAN, JR.

(Sgd.) ALLAN R. GRAYDON
President.

[SEAL]

(Sgd.) THOMAS MACKIE,
Secretary.



3rd Session, 17th Legislature,
Ontario.
19 George V, 1929.

BILL.

An Act respecting the City of Sarnia.

1st Reading.

2nd Reading.

3rd Reading.

MR. HANEY.

(*Private Bill.*)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Sarnia.

WHEREAS the corporation of the city of Sarnia has by Preamble. petition represented that under certain by-laws of the said corporation and a memorandum of agreement, dated the 31st day of January, 1927, between the said corporation of the first part, The Sarnia Elevator Company Limited, a company incorporated under the laws of the Province of Ontario, of the second part and The MacDonald Engineering Company of Canada, Limited, of the third part, all of which are set out in chapter 126 of the Acts passed in 1927 provision was made for the construction of a grain elevator by the corporation and the purchase thereof from the corporation by The Sarnia Elevator Company Limited, that in order to facilitate the transportation of grain from the West to the Atlantic seaboard, by way of the Great Lakes, and for local trade, further facilities for the transshipment and temporary storage of grain are required at the port of Sarnia, and that the said corporation, in order to provide the said additional facilities at the port of Sarnia, has entered into an agreement dated the 5th day of November, 1928, with The Sarnia Elevator Company Limited providing for the construction by the corporation of further concrete construction elevator capacity to the extent of two million bushels with a portable marine leg of most modern type and construction as an addition to the present elevator, the capacity of which is one million bushels, and further providing for the purchase by The Sarnia Elevator Company Limited of the said additions from the corporation, and also providing for varying and amending the terms of the said agreement, dated the 31st day of January, 1927, and providing for an addition to the fixed assessment of The Sarnia Elevator Company Limited, all as more fully set out in the said agreement dated the 5th day of November, 1928; and whereas it appears by the said petition that there has been duly submitted to the electors of the said municipal corporation by-law number 1790, providing for the authorization, ratification and confirmation of the said agreement dated the 5th day of November, 1928, and for borrowing on the credit of the said corporation of funds for the construction of the said additional elevator capacity, which by-law did

receive the assent of the duly qualified electors by a vote of 2,201 for and 448 against the by-law, and was finally passed by the council of the corporation of the city of Sarnia on the 28th day of December, 1928, by the affirmative vote of three-fourths of all the members of the council of the said corporation; and whereas the corporation of the city of Sarnia by the said petition has prayed that an Act be passed validating, legalizing and confirming the said by-law number 1790 and the debentures issued or to be issued thereunder, and authorizing and empowering the said corporation of the city of Sarnia to carry out, do and perform the things provided by the said by-law and by the said agreement dated the 5th day of November, 1928, to be carried out, done and performed by it, which said agreement is referred to in the said by-law and set out in schedule "A" thereto; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

Short title.

1. This Act may be cited as *The City of Sarnia Act, 1929*.

By-law
No. 1790,
confirmed.

2. By-law number 1790 of the corporation of the city of Sarnia and the agreement in connection therewith as set out in schedule 1 hereto is hereby confirmed and declared to be legal, valid and binding upon the said corporation of the city of Sarnia and the ratepayers thereof, and upon The Sarnia Elevator Company Limited, and the said corporation of the city of Sarnia is hereby authorized and empowered to do all acts necessary or convenient for the full and proper carrying out of the provisions of the said by-law and the agreement.

Con-
firmation of
debentures.

3. The debentures issued or to be issued under the said by-law are hereby confirmed and declared to be legal, valid and binding upon the corporation of the city of Sarnia and the ratepayers thereof.

Power
to amend
by-law.

4. Notwithstanding anything in this Act or anything in the said by-law number 1790 the council of the corporation of the city of Sarnia may with the consent of The Sarnia Elevator Company Limited, and subject to the provisions of section 300 of *The Municipal Act*, pass a by-law amending the said by-law number 1790 and providing for a different rate of interest and for a corresponding change in the amount to be raised annually in the said by-law and any such amending by-law so passed shall be valid and binding on the said corporation and the ratepayers thereof and The Sarnia Elevator Company Limited.

Rev.Stat.,
c. 233.

Commence-
ment of
Act.

5. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE 1.

BY-LAW No. 1790

A By-law to provide for the borrowing of \$400,000.00 upon Debentures to pay for the erection and equipment of a Grain Elevator and a Portable Marine Leg and all other costs and expenses in connection therewith and incidental thereto, and to confirm a certain Agreement made between the Municipal Corporation of the City of Sarnia, and Sarnia Elevator Company Limited.

Whereas it is desirable and expedient to erect a Grain Elevator and a Portable Marine Leg in the City of Sarnia as provided by *The Municipal Act, 1927*, Revised Statutes of Ontario, Chapter 233, Section 396, Paragraph 24;

And whereas it is desirable and expedient to confirm a certain Agreement, dated the 5th day of November, A.D. 1928, between the Municipal Corporation of the City of Sarnia and the Sarnia Elevator Company Limited, for the sale of the said Grain Elevator and Portable Marine Leg in accordance with the terms of the said Agreement, which Agreement is hereunto annexed as Schedule "A";

And whereas the Municipal Council of the City of Sarnia, has approved of the said Agreement;

And whereas for the said purposes, it is necessary to borrow the sum of \$400,000.00 on the credit of the Corporation and to issue debentures payable within twenty years from the time of the issue thereof, and bearing interest at the rate of five per cent. per annum, payable yearly which is the amount of the debt intended to be created by this By-law; and proceeds of the debentures to be applied to the said purposes and no other;

And whereas \$32,097.03 is the total amount required to be raised annually for a special rate for the term of twenty years for the payment of the said debt and interest thereon at the rate of five per cent. per annum, according to the terms of this By-law;

And whereas it is expedient that the principal of said debt shall be repayable in yearly sums during the period of twenty years of such amounts respectively that the aggregate amount payable for principal and interest in any year shall be equal as nearly as possible to the amount so payable for principal and interest in each of the other years;

And whereas the amount of the whole rateable property of the Municipality according to the last Revised Assessment Roll is \$17,754,050.00;

And whereas the amount of the existing debenture debt of the Corporation (exclusive of Local Improvement Debts) secured by special rates of assessments is the sum of \$1,670,336.00 and no part of the principal or interest is in arrear;

And whereas it is expedient to authorize, ratify and confirm the said Agreement hereinbefore recited;

Therefore the Municipal Council of the City of Sarnia, enacts as follows:

1. That for the purposes aforesaid, it shall be lawful for the Municipal Council of the City of Sarnia to borrow on the credit of the Corporation at large, the sum of \$400,000.00 and debentures shall be issued therefor in sums of not less than One hundred dollars each, bearing interest at the rate of five per cent. per annum, computed from the date of the issue, and have coupons attached for the payment of interest.

2. That the debentures shall all bear the same date and shall be issued within two years after the date on which this By-law is passed and may bear any date within such two years and shall be payable in twenty annual instalments, during the twenty years next after the time when the same are issued, and the respective amounts of principal and interest payable in each of such years shall be as follows:

Number	Principal	Interest	Total
1.....	\$12,097 03	\$20,000 00	\$32,097 03
2.....	12,701 89	19,395 14	32,097 03
3.....	13,336 98	18,760 05	32,097 03
4.....	14,003 83	18,093 20	32,097 03
5.....	14,704 02	17,393 01	32,097 03
6.....	15,439 22	16,657 81	32,097 03
7.....	16,211 18	15,885 85	32,097 03
8.....	17,021 74	15,075 29	32,097 03
9.....	17,872 83	14,224 20	32,097 03
10.....	18,766 47	13,330 56	32,097 03
11.....	19,704 80	12,392 23	32,097 03
12.....	20,690 03	11,407 00	32,097 03
13.....	21,724 54	10,372 49	32,097 03
14.....	22,810 76	9,286 27	32,097 03
15.....	23,951 30	8,145 73	32,097 03
16.....	25,148 87	6,948 16	32,097 03
17.....	26,406 32	5,690 71	32,097 03
18.....	27,726 62	4,370 41	32,097 03
19.....	29,112 96	2,984 07	32,097 03
20.....	30,568 61	1,528 42	32,097 03
	<hr/>	<hr/>	<hr/>
	\$400,000 00	\$241,940 60	\$641,940 60

3. The debentures as to both principal and interest may be expressed in Canadian Currency or Sterling money of Great Britain at the rate of One Pound Sterling for each Four Dollars and eighty-six and two-third cents, and may be payable at any place or places in Canada or Great Britain.

4. The Mayor and Treasurer of the Corporation shall sign and issue the debentures and the Treasurer shall sign the interest coupons and the debentures shall be sealed with the seal of the Corporation and the Treasurer's signature may be printed, stamped, lithographed or engraved upon the said coupons.

5. During the twenty years, the currency of the said debt and debentures, there shall be raised, assessed and levied yearly by special rate, sufficient therefor, on all the rateable property in the Municipality, a sum sufficient to discharge the several instalments of principal and interest accruing due on the said debentures as the same become respectively payable according to the provisions of this By-law.

6. All moneys raised from the said special rates or from the commutation thereof not immediately required for the payment of the interest shall be invested as required by law.

7. The debentures may contain any clause providing for the registration thereof authorized by any Statute relating to Municipal Debentures in force at the time of issue thereof.

8. The execution of the said Agreement on behalf of the Corporation of the City of Sarnia is hereby authorized, ratified and confirmed and the said Agreement is hereby incorporated in this By-law and shall be read and confirmed as part thereof.

This By-law shall come into force and take effect immediately upon the final passing thereof.

Passed provisionally this 5th day of November, A.D. 1928.

Finally passed this 28th day of December, A.D. 1928.

(CORPORATE SEAL)

(Sgd.) W. J. SCOTT, *Mayor*.

(Sgd.) M. D. STEWART, *Clerk*.

Schedule "A."

Memorandum of Agreement made this fifth day of November, 1928

BETWEEN:

THE MUNICIPAL CORPORATION OF THE CITY OF SARNIA
(hereinafter called the "Corporation"),

of the first part;

—and—

THE SARNIA ELEVATOR COMPANY LIMITED
(hereinafter called the "Company"),

of the second part.

Whereas under certain by-laws of the Corporation and a Memorandum of Agreement dated the 31st day of January, 1927, between the Corporation of the First Part, the Company of the Second Part and McDonald Engineering Company of Canada Limited of the Third Part, all of which are set out in Chapter 126 of the Statutes of Ontario (17 George V, 1927), provision was made for the construction of a grain elevator by the Corporation and the purchase thereof from the Corporation by the Company;

And whereas to facilitate the transportation of the grain from the West to the Atlantic Seaboard, by way of the Great Lakes and for local trade, further facilities for the transshipment and temporary storage of grain are required at the Port of Sarnia;

And whereas the Corporation is authorized under the provisions of paragraph 24, Section 396 of *The Municipal Act*, being chapter 233, Revised Statutes of Ontario, 1927, to erect, maintain and operate grain elevators;

And whereas the Corporation in order to provide the said additional facilities at the Port of Sarnia, is willing to construct further concrete construction elevator capacity to the extent of two million bushels with a portable marine leg of most modern type and construction as an addition to the present elevator, the capacity of which is one million bushels;

And whereas such additions are to be constructed on the lands referred to in this Agreement;

And whereas the Company has purchased the existing elevator on the said lands and it is intended that the Company should purchase the said additions from the Corporation upon the completion thereof in accordance with the plans and specifications therefor to be submitted by the Company and approved of by the Committee as hereinafter referred to and that the Company should thereafter operate such additions in conjunction with the present elevator to the greatest possibility of the grain trade and maintain the same on the terms and conditions hereinafter set forth;

Now therefore this indenture witnesseth, that in consideration of the premises and the stipulations and covenants herein on the part of the parties severally contained, the parties hereto covenant, promise and agree each with the other of them as follows:

1. The Company hereby agrees to have designed for the Corporation, an addition to the present elevator, such addition to consist of a storage elevator of modern design and substantial concrete construction with a storage capacity of not less than two million bushels of grain together with a concrete wharf running the full length of such addition and also extending along the full length of the present elevator and together with a portable marine leg, which leg is not only to be used in operation of the addition but also to have such connections that it can be used with the present elevator and together with dockage, trackage and other necessary appurtenances. All the foregoing is to be approved of and accepted by the Committee referred to in the next succeeding paragraph and is to be erected on the property hereinafter described.

2. The general and detailed plans and specifications of the said addition shall be prepared at the expense of the Company and shall be submitted for the approval of a committee of five persons, two of whom shall be appointed by the Council of the Corporation and two by the Company with powers to substitute from time to time, and a fifth member who shall be the City Engineer of the Corporation. Upon the approval of the general and detailed plans and specifications and of the price of construction and erection of the said addition which is estimated to cost \$650,000.00 the Corporation is then to call for tenders for the erection of the said addition, or shall let the contract to some contractor satisfactory to the Company in any other manner deemed advisable by the said Committee, and when a contract is entered into between the Corporation and a Contractor, satisfactory to the Company, embodying said plans, specifications, dockage and trackage, price of construction, etc., and such approval is evidenced by the signature of the said Committee or of the majority of them, the Council shall then pass a resolution authorizing the proper officials of the Corporation to accept and sign the same on behalf of the Corporation; the said plans and specifications and contract for the construction of the said addition shall be submitted, prior to their acceptance by the said Committee, to a consulting engineer, or to such competent person as may be required for his approval and costs thereof shall be borne by the Company in any event.

3. The said Contract, among other things, shall include the following:

(a) The said addition shall be built in a good substantial and workman-like manner under the supervision of the City Engineer who shall have full power to engage assistants whenever he considers the same necessary and the charge for such inspection shall be charged against and form part of the costs of the said construction.

(b) The said addition shall have railway connection and proper facilities for unloading boats and loading into railway cars.

(c) The said portable marine leg shall be of most modern type and capable of handling and unloading at least twenty-five thousand bushels of grain per hour, and shall be so constructed that it shall be capable of operation not only in conjunction with the said addition but shall also have such connection that it may be operated in conjunction with the said present elevator and shall be furnished with such ample power and machinery as shall be necessary to operate said portable marine leg to its full capacity.

(d) All payments due under the said contract shall be certified to by the City Engineer and approved of by the Municipal Council of the City of Sarnia before payment.

(e) A Surety Company Bond shall be provided to guarantee the construction of the said addition in accordance with the plans, specifications and contract in an amount to be determined by the Committee hereinbefore referred to.

(f) Fifteen per cent. (15%) of the contract price for the construction of the said addition shall be retained by the Corporation for a period of thirty days after the completion of the said addition and shall not be paid by the Corporation until the said addition has been proven to the City Engineer of the City of Sarnia to be in satisfactory running condition, and that the said Contract has been conformed with in every respect.

4. Upon satisfactory completion of the said addition equipped and ready for operation, both by water and rail, at full capacity and in accordance with the plans, specifications and contract hereinbefore referred to, the Corporation agrees to sell to the said Company and the Company for itself, its successors and assigns agrees to purchase the said addition at a price equal to the total cost of the design and construction, insurance and interest during the course of the construction, and all other expenditures made in fully completing the said addition and the Company thereupon agrees to pay the Corporation the sum of \$250,000.00 in cash, and upon such payment is to be put in possession of the said addition and the balance of the purchase money, which is not to exceed \$400,000.00 shall

be paid in yearly instalments equal to the amount required to pay the yearly instalments of principal and interest on the debentures to be issued by the Corporation to secure the funds necessary to pay for the erection of the said addition as before set out. The first payment to be due one year from the date of the issue of the debentures and to include interest from the date of the issue of the said debentures. Provided, however, that with regard to the payment of the sum of \$250,000.00 in cash, should the Corporation require any portion of the said sum prior to the completion of the said addition then the Corporation may demand payment of such sums as may be required to meet payment of progress certificates as the work advances until the said sum of \$250,000.00 has been paid, which progress certificates provide for the retention of the 15 per cent. as hereinbefore set out and the Company agrees to pay such progress certificates as required.

5. Upon full payment of the purchase price to be paid by the Company under this agreement and under the hereinbefore recited agreement of the 31st of January, 1927, the Corporation agrees to convey and assure or cause to be conveyed and assured to the said Company, its successors or assigns, by good and sufficient deed in fee simple, free from encumbrances and without reservations of any kind, all and singular that certain parcel or tract of land and land covered by water situate, lying and being in the City of Sarnia in the County of Lambton and Province of Ontario and being composed of parts of lots numbers four, five, six, seven, eight, nine, ten and eleven, according to registered plan number twenty-four for the said City of Sarnia, more particularly described as follows: Commencing at the point in the northerly limit of lot number eleven distant one thousand and twenty-nine and one-half feet westerly from the intersection of the base line, shown on said plan number twenty-four with the southerly limit of Exmouth Street; thence southerly parallel to the said base line to the southerly boundary of lot number four; thence westerly in the southerly limit of lot number four, seventeen hundred feet more or less to the channel bank of the River St. Clair; thence northerly following the said channel bank to the north limit of lot number eleven; thence east in the northerly limit of said lot number eleven, two thousand five hundred and fifty-four and two-tenths feet more or less to the place of beginning, containing by admeasurement fifty-five and five-tenths acres, be the same more or less as shown within the red border of the plan made by John A. Baird, O.L.S., dated the twenty-sixth day of January, 1927, attached to the said hereinbefore recited agreement of the 31st of January, 1927. Together with such right-of-way from the said property to the Canadian National Railway tracks to Point Edward as may have been conveyed or may hereafter be conveyed to the Corporation for the purpose of constructing a railway switch from the said tracks to the above described property with all appurtenances and all buildings, structures, dockage and trackage heretofore or hereafter erected on or under the said lands or right-of-way, including without limiting the generality of the foregoing the present elevator and the addition. But excepting thereout such parts of the said lands as have been or may be conveyed by the Corporation to the Dominion of Canada or for industrial sites under the said agreement of the 31st of January, 1927. The said Conveyance shall be subject to all reservations and limitations set out in the said agreement dated the 31st January, 1927. The said lands hereinbefore described are those intended to be described in the said agreement of the 31st of January, 1927, but which were therein erroneously described. Provided, however, that should the Company not convey or cause to be conveyed to the Corporation the lands hereinbefore particularly described less such parts thereof as have been or may be conveyed by the Corporation to the Dominion of Canada or for industrial sites under the said agreement of the 31st of January, 1927, then the conveyance by the Corporation under the provisions of this paragraph shall describe the lands by reference to the description contained in the said agreement of the 31st of January, 1927.

6. If the Company at any time during the currency of this agreement and/or the said agreement of the 31st of January, 1927, deposit with the Corporation or with a trustee a sum of money and/or securities authorized for the investment of trust funds under *The Trustee Act* satisfactory to the Corporation sufficient to satisfy the principal and interest on the then outstanding debentures issued by the Corporation to secure the funds necessary to pay for the erection of the existing elevator and the said

addition, then the Corporation will convey to the Company the lands and appurtenances described in the next preceding paragraph as though the purchase money therein referred to had been fully paid.

7. The said Corporation shall, by its Council, as soon as possible procure to be submitted to the electors of the Municipality under the provisions of *The Municipal Act*, a By-law authorizing the erection of the said addition, by the issue of debentures, bearing interest at the rate of 5 per cent. per annum, to the extent of \$400,000.00 to pay for the same and authorizing the sale of the said addition, when completed, to the said Company, and ratifying and confirming this agreement, the costs of such vote, the preparation of this agreement and necessary By-laws and all other necessary legal expenses, are to be paid for by the Company previous to the putting of such vote to the people.

8. The debentures to be issued by the Corporation shall run for a period of twenty years, and the said debentures shall be payable yearly, and the first payment of principal and interest shall be due in one year from the date of the issue of the debentures. In the event of the sale of the said debentures by the Corporation at a discount, the said discount shall become part of the original cost of construction, and be paid by the said Company, but in the event of the sale of the said debentures at a premium, the said premium shall be applied on payment of the first year's interest and principal due by the Company under this agreement. Provided, however, should the Corporation deem it advisable to borrow any part of the said sum of \$400,000.00 before the issuing of the said debentures, then the interest on said amount of money so borrowed will become part of the original cost of construction.

9. Should the said By-law for the erection of the said addition be assented to by the electors, the Corporation shall by its Council pass the said By-law and in case the said By-law shall not, on such submission, receive the assent of the electors as required by *The Municipal Act*, then this agreement and the said By-law shall be null and void and of no effect.

10. The said Corporation also agrees to assist the Company in procuring the Dominion Government to do all necessary dredging and harbour work for the proper erection and operation of the said addition and for the construction of a proper harbour.

11. The Corporation agrees to apply to the Legislature of the Province of Ontario for a Special Act authorizing and confirming the said By-law. All costs incidental to obtaining the Special Act shall be defrayed by the Company previous to the time that the said Corporation applies to the Legislature for the said Special Act, together with all other costs and legal fees rightly incurred by the Corporation in connection with the erection and sale of the said addition to the Company.

12. The Company agrees to keep the said addition insured against fire and explosion (if possible) to an amount equal to the balance of the purchase money from time to time owing thereon and shall deposit such insurance policies with the Treasurer of the said Corporation with loss made payable to the Corporation.

13. The Company further agrees that should the cost of the said addition without including the cost of the land, exceed the sum of \$650,000.00 then the Company agrees to pay for all excess costs above the said sum of \$650,000.00 and to deposit a surety company bond, or a bond satisfactory to the Corporation, which bond shall provide for payment by the Company on account of the construction of the said addition of any amount in excess of the said sum of \$650,000.00.

14. The Company further agrees to deposit with the said Corporation a surety company bond, or a bond suitable to the Corporation for \$250,000.00 guaranteeing the down payment provided for under this agreement upon the transfer of the said addition to the Company, or as otherwise set out; both of the said last mentioned bonds shall be deposited with the Corporation prior to the time any work is undertaken.

15. The said agreement of the 31st January, 1927, is hereby amended by omitting clause number 21 thereof.

16. The Company further agrees that it will give to all railways now or hereafter entering the said City of Sarnia access over its right-of-way to the said present elevator and said addition for the purpose of carrying grain to and from the same.

17. The Company agrees to maintain and operate the said addition for a period of twenty years and make all necessary repairs to keep it up to standard and to the satisfaction of the Corporation, and in the event of default, the Corporation may make the repairs and charge the same to the Company and on demand the cost of same shall be paid by the Company.

18. The Company shall be entitled to assign this agreement and all its rights hereunder but only first obtaining the approval of the Corporation.

19. By-law No. 1673 for the City of Sarnia having fixed the assessment of the said Company at One Hundred Thousand Dollars (\$100,000.00) and in consideration of the premises the Company on behalf of itself, its successors and assigns, agrees with the Corporation that the fixed assessment of the Sarnia Elevator Company Limited upon so much only of the lands and premises, including dockage, and trackage, as shall be used in the business of the Company shall be Two Hundred Thousand Dollars (\$200,000.00) instead of One Hundred Thousand Dollars (\$100,000.00), and agrees from and after the first day of January after completion of the said addition to pay taxes to the City of Sarnia upon the said basis of a fixed assessment of Two Hundred thousand dollars (\$200,000.00) until the expiration of the time for fixed assessment as fixed by By-law No. 1673, provided, however, that this shall not apply or affect taxes for school purposes or local improvement taxes or business taxes and for school purposes the business assessment shall be made on the full assessable value of the said elevator lands and premises, including dockage and trackage, in connection therewith, but this assessment is subject to the stipulations as set out in the said By-law No. 1673.

20. In case of default by the Company in respect of the terms mentioned in this agreement or in the said agreement of the 31st day of January, 1927, for a period of one year, formal notice may be given by the Corporation to the Company of such default and on the expiry of sixty days thereafter, unless in the meantime the default is remedied, the Corporation may terminate and cancel this agreement and the said agreement of the 31st of January, 1927, and the property shall revert to the Corporation.

21. The agreement made between the Corporation and the Company dated the 30th day of June, 1927, and the agreement made between the said parties dated the 6th day of March, 1928, and registered in the Registry Office for the Registry Division of the County of Lambton on the 7th day of March, 1928, as Number 50482 for the City of Sarnia shall be cancelled and shall be of no further force and effect.

22. The said agreement of the 31st of January, 1927, shall continue in full force and effect and shall be read and construed with reference to the terms of this agreement. Provided however, that in so far as the terms of the said agreement of the 31st of January, 1927, are inconsistent with or are modified by the terms of this agreement the said agreement of the 31st of January, 1927, shall be considered as amended by this agreement and of no further force and effect.

IN WITNESS WHEREOF the said Corporation has affixed its Corporate Seal, attested by the hands of its Mayor and Clerk, and the Sarnia Elevator Co., Limited has affixed its Corporate Seal and signed by its President and Secretary.

SIGNED, SEALED AND DELIVERED	{	THE MUNICIPAL CORPORATION OF THE CITY OF SARINIA.
in the presence of		(Sgd.) W. J. SCOTT, <i>Mayor</i> . (Sgd.) M. D. STEWART, <i>Clerk</i> .
[SEAL]	{	THE SARINIA ELEVATOR COMPANY, LIMITED.
(Sgd.) JOHN COWAN, JR.		(Sgd.) ALLAN R. GRAYDON <i>President</i> .
[SEAL]		(Sgd.) THOMAS MACKIE, <i>Secretary</i> .



BILL.

An Act respecting the City of Sarnia.

1st Reading,

February 26th, 1929.

2nd Reading,

March 6th, 1929.

3rd Reading,

March 15th, 1929.

MR. HANEY.

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Niagara Falls.

WHEREAS the corporation of the city of Niagara Falls Preamble has by petition prayed for special legislation in respect to the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The City of Niagara Falls Act*, Short title 1929.

2.—(1) All sales of land within the municipality of the city of Niagara Falls made by the treasurer of the city of Niagara Falls prior to the 31st of December, 1927, purporting to be made for arrears of taxes in respect of the lands so sold, are hereby validated and confirmed, and all conveyances of land so sold executed by the mayor and treasurer of the city of Niagara Falls purporting to convey the said lands so sold to the purchaser thereof or his assigns or to the corporation of the city of Niagara Falls shall have the effect of vesting the lands so sold in the purchaser or his assigns or his or their heirs or assigns, or in the said corporation and its successors and assigns, as the case may be, in fee simple and clear of and free from all right, title and interest whatsoever of the owners thereof at the time of said sale, or their assigns, and of all charges and encumbrances thereon, except taxes accruing after those for non-payment of which the said lands were sold. Tax sales and deeds confirmed

(2) Nothing in this section contained shall affect or prejudice the rights of any person under pending litigation.

3. The council of the corporation of the city of Niagara Falls may pass by-laws for declaring any highway or part of a highway to be a business street and for prescribing the distance from the line of the street in front of it at which no building on a business street may be erected or placed. Power to designate business streets.

(a) The by-law shall not be passed except by a vote of two-thirds of all the members of the council.

(b) It shall not be necessary that the distance shall be the same on all parts of the same street.

Power
to borrow
\$20,000 for
certain
purposes

4.—(1) The council of the corporation of the city of Niagara Falls may, without submitting the same to the electors qualified to vote on money by-laws, pass a by-law or by-laws for borrowing the sum of \$20,000 by the issue and sale of debentures payable at any time within twenty years for the following purposes, namely:

(a) To construct a concrete sidewalk on New Street from Victoria Avenue to River Road..... \$5,250 00

(b) To construct a retaining wall and such other protection to the rock face of the cutting for New Street as may be necessary to prevent erosion and damage to the street or the public using the same.. 11,750 00

(c) To construct stairways from Palmer Avenue and Ontario Avenue to New Street 3,000 00

Total..... \$20,000 00

Debentures,
confirmed.

(2) The debentures to be issued for such sum of \$20,000 shall be legal, valid and binding upon the said corporation and the ratepayers thereof.

Commence-
ment of
Act.

5. This Act shall come into force on the day upon which it receives the Royal Assent.

BILL.

An Act respecting the City of Niagara
Falls.

1st Reading

2nd Reading

3rd Reading

Mr. WILSON (Niagara Falls.)

(Private Bill)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Niagara Falls.

WHEREAS the corporation of the city of Niagara Falls ^{Preamble.}
has by petition prayed for special legislation in respect
to the matters hereinafter set forth; and whereas it is ex-
pedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent
of the Legislative Assembly of the Province of Ontario,
enacts as follows:—

1. This Act may be cited as *The City of Niagara Falls Act*, ^{Short title.}
1929.

2.—(1) All sales of land within the municipality of the ^{Tax sales}
city of Niagara Falls made by the treasurer of the city of ^{and deeds,}
Niagara Falls prior to the 31st of December, 1927, purporting
to be made for arrears of taxes in respect of the lands so sold,
are hereby validated and confirmed, and all conveyances of
land so sold executed by the mayor and treasurer of the city
of Niagara Falls purporting to convey the said lands so sold
to the purchaser thereof or his assigns or to the corporation
of the city of Niagara Falls shall have the effect of vesting
the lands so sold in the purchaser or his assigns or his or
their heirs or assigns, or in the said corporation and its suc-
cessors and assigns, as the case may be, in fee simple and
clear of and free from all right, title and interest whatsoever
of the owners thereof at the time of said sale, or their assigns,
and of all charges and encumbrances thereon, except taxes
accruing after those for non-payment of which the said
lands were sold.

(2) Nothing in this section contained shall affect or prejudice
the rights of any person under pending litigation.

3. The council of the corporation of the city of Niagara ^{Power}
Falls may pass by-laws for declaring *Victoria Avenue* or any ^{to declare}
part of Victoria Avenue to be a business street and for prescrib- ^{Victoria}
ing the distance from the line of the street in front of it at ^{Ave. a}
which no building on *such* business street may be erected or ^{business}
placed. ^{street.}

- (a) The by-law shall not be passed except by a vote of two-thirds of all the members of the council.
- (b) It shall not be necessary that the distance shall be the same on all parts of the street, *or on both sides of the street.*

Power
to borrow
\$20,000 for
certain
purposes.

4.—(1) The council of the corporation of the city of Niagara Falls may, without submitting the same to the electors qualified to vote on money by-laws, pass a by-law or by-laws for borrowing the sum of \$20,000 by the issue and sale of debentures payable at any time within twenty years for the following purposes, namely:

- | | |
|---|-------------|
| (a) To construct a concrete sidewalk on New Street from Victoria Avenue to River Road..... | \$5,250 00 |
| (b) To construct a retaining wall and such other protection to the rock face of the cutting for New Street as may be necessary to prevent erosion and damage to the street or the public using the same.. | 11,750 00 |
| (c) To construct stairways from Palmer Avenue and Ontario Avenue to New Street | 3,000 00 |
| Total..... | \$20,000 00 |

Debentures,
confirmed.

(2) The debentures to be issued for such sum of \$20,000 shall be legal, valid and binding upon the said corporation and the ratepayers thereof.

Commence-
ment of
Act.

5. This Act, *except section 2*, shall come into force on the day upon which it receives the Royal Assent, *and section 2 shall come into force on July 1st, 1929.*

Ontario.
19 George V, 1929.

BILL.

An Act respecting the City of Niagara
Falls.

1st Reading

February 26th, 1929.

2nd Reading

March 13th, 1929.

3rd Reading

Mr. WILSON (Niagara Falls.)

*(Reprinted as amended by the Private Bills
Committee.)*

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Niagara Falls.

WHEREAS the corporation of the city of Niagara Falls ^{Preamble.} has by petition prayed for special legislation in respect to the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The City of Niagara Falls Act*, ^{Short title.} 1929.

2.—(1) All sales of land within the municipality of the city of Niagara Falls made by the treasurer of the city of Niagara Falls prior to the 31st of December, 1927, purporting to be made for arrears of taxes in respect of the lands so sold, ^{Tax sales and deeds, confirmed.} are hereby validated and confirmed, and all conveyances of land so sold executed by the mayor and treasurer of the city of Niagara Falls purporting to convey the said lands so sold to the purchaser thereof or his assigns or to the corporation of the city of Niagara Falls shall have the effect of vesting the lands so sold in the purchaser or his assigns or his or their heirs or assigns, or in the said corporation and its successors and assigns, as the case may be, in fee simple and clear of and free from all right, title and interest whatsoever of the owners thereof at the time of said sale, or their assigns, and of all charges and encumbrances thereon, except taxes accruing after those for non-payment of which the said lands were sold.

(2) Nothing in this section contained shall affect or prejudice the rights of any person under pending litigation.

3. The council of the corporation of the city of Niagara Falls may pass by-laws for declaring Victoria Avenue or any part of Victoria Avenue to be a business street and for prescribing the distance from the line of the street in front of it at which no building on such business street may be erected or placed. ^{Power to declare Victoria Ave. a business street.}

- (a) The by-law shall not be passed except by a vote of two-thirds of all the members of the council.
- (b) It shall not be necessary that the distance shall be the same on all parts of the street, or on both sides of the street.

Power
to borrow
\$20,000 for
certain
purposes.

4.—(1) The council of the corporation of the city of Niagara Falls may, without submitting the same to the electors qualified to vote on money by-laws, pass a by-law or by-laws for borrowing the sum of \$20,000 by the issue and sale of debentures payable at any time within twenty years for the following purposes, namely:

- (a) To construct a concrete sidewalk on New Street from Victoria Avenue to River Road. \$5,250 00
 - (b) To construct a retaining wall and such other protection to the rock face of the cutting for New Street as may be necessary to prevent erosion and damage to the street or the public using the same. . . 11,750 00
 - (c) To construct stairways from Palmer Avenue and Ontario Avenue to New Street 3,000 00
- Total. \$20,000 00

Debentures,
confirmed.

(2) The debentures to be issued for such sum of \$20,000 shall be legal, valid and binding upon the said corporation and the ratepayers thereof.

Commence-
ment of
Act.

5. This Act, except section 2, shall come into force on the day upon which it receives the Royal Assent, and section 2 shall come into force on July 1st, 1929.

BILL.

An Act respecting the City of Niagara
Falls.

1st Reading

February 26th, 1929.

2nd Reading

March 13th, 1929.

3rd Reading

March 18th, 1929.

Mr. WILSON (Niagara Falls.)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty

BILL

An Act respecting The Canadian Terminal System Limited and the City of Fort William.

WHEREAS The Canadian Terminal System Limited Preamble (hereinafter called the "company") has by its petition represented that a by-law of The Corporation of the City of Fort William (hereinafter called the "municipal corporation") entitled "A by-law to authorize a certain agreement with The Canadian Terminal System Limited," was duly passed by said municipal corporation, after having been submitted to and approved of by the vote of the electors in accordance with the provisions of *The Municipal Act* in that behalf, and that the agreement authorized thereby between the said company and the said municipal corporation was duly entered into; and whereas the company has by its petition prayed that the said by-law and said agreement should be confirmed; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Fort William Gas Franchise* short title *Act, 1929.*

2. A by-law of the said municipal corporation, entitled "A by-law to authorize a certain agreement with The Canadian Terminal System Limited" set out as schedule 1 hereto and the agreement therein referred to as schedule "A" and set out in schedule 2 hereto, are hereby ratified and confirmed and declared to be legal, valid and binding upon the said municipal corporation and the ratepayers thereof and upon the said company and the said municipal corporation and said company are hereby authorized and empowered to do all acts and things and execute all documents necessary or convenient for the fulfilment and carrying out of said by-law and agreement. Confirmation of by-law and agreement with Canadian Terminal System, Ltd.

Power
to company
to enter into
and assign
agreement.

3. It is hereby declared that the said company had full power, capacity and authority to enter into said agreement and that it now has full power, capacity and authority to assign and transfer the same and all franchises, powers and rights conferred thereby and all benefits and privileges to be derived therefrom to any person, firm or corporation having power or authority to carry out the provisions thereof.

Proviso.

Provided, however, that no such assignment and transfer shall have the effect of releasing The Canadian Terminal System Limited from the terms and provisions of the said agreement in so far as the corporation of the city of Fort William is concerned.

Commence-
ment of
Act.

4. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE 1.

CITY OF FORT WILLIAM

BY-LAW No. 2914

A By-law to authorize a certain agreement with The Canadian Terminal System Limited.

The Council of the Corporation of the City of Fort William, enacts as follows:—

1. That the City may make and enter into an Agreement with The Canadian Terminal System Limited to the effect set forth in Schedule "A" hereto, and the Mayor and Clerk are hereby authorized and empowered to sign, seal with the corporate seal, execute and deliver the said agreement on behalf of the City, and any agreement already made by the City with The Canadian Terminal System Limited to the effect set forth in Schedule "A" hereto is hereby ratified and confirmed.

Done and passed this 29th day of January, A.D. 1929, as witnessed by the corporate seal of the said City and the hands of its proper officers in that behalf.

"N. B. DARRELL,"
Mayor.

"A. McNAUGHTON,"
Clerk.

SCHEDULE 2.

Schedule "1"

This agreement made in quintuplicate the eighth day of December, A.D. 1928.

BETWEEN:

THE CORPORATION OF THE CITY OF FORT WILLIAM
(hereinafter called the "City"),

of the first part;

—and—

THE CANADIAN TERMINAL SYSTEM LIMITED
(hereinafter called the "Company"),

of the second part.

Whereas the Company has applied to the City for permission to construct, operate and maintain in and under the streets and lanes and highways of the City a system of pipes, conduits and other necessary works for the distribution and supply of gas, steam and hot water for heating and fuel purposes, all of which works and system of pipes and conduits are hereinafter sometimes designated and referred to as "the distribution system";

And whereas it has been deemed advisable to grant the request of the company subject to the terms, conditions and provisions hereinafter contained;

Now therefore this indenture witnesseth, that in consideration of the covenants and agreements hereinafter contained the parties hereto mutually covenant and agree each with the other as follows:

(1) Subject to the conditions and provisions herein contained which are conditions precedent to the enjoyment of the privileges hereby granted the City hereby grants to the Company the right, authority and privilege to provide, generate and distribute in and under the streets, lanes and highways of the City gas, steam and hot water required for cooking, fuel and heating purposes only, within the present and future boundaries of the City during the period of twenty-five years from the ratification of this agreement by the votes of the electors of the said City; and such right shall become renewed and/or continued for a further period of ten years from the expiration of said twenty-five years unless a written notice to the contrary is given by either party to the other at least one year prior to the expiration of the first said twenty-five year period, the total term of this franchise not in any event to exceed thirty-five years. The notice above referred to may be served by the Company on the Mayor or Clerk of the City and by the City on the Company or its representative (at the office of the Company) in the City.

2. The City shall not during the term of this agreement or any renewal or extension thereof, grant any permit, right, authority, privilege or franchise to any person, firm or corporation other than the Company and its assigns to use any of the City's streets, lanes and/or highways for the purpose of laying pipes, mains, conduits or conductors for transmitting gas for fuel, cooking or heating purposes within the said City.

3. The City hereby gives and grants to the Company all necessary permission, leave, license, power and authority to construct, extend, repair, alter and operate the said distribution system, and to construct, extend, maintain, repair, alter and operate works, mains, pipes, conduits and conductors for the generation, transmission, storage and distribution of coal gas, natural, and other gas and of steam and hot water for fuel and/or heating purposes and by the Company's authorized officer or officers, servant or servants, agent or agents to enter upon and to construct, lay, change, maintain, repair, alter and operate in and under the streets, lanes and highways within the limits of the City a suitable system of pipes, conduits, tubes, heaters, control devices, service pipes and other works of every character or kind whatsoever required to be used or convenient for the production and/or distribution and supply of such gas, steam and hot water for the purposes aforesaid and to make any necessary

connections between the said distribution system and the sewers and drains of the said City so as to properly drain the said distribution system; provided that in so far as it is reasonable or practicable so to do the said distribution system shall be laid and constructed in the lanes only of the City.

4. The Company shall commence the work hereby authorized not later than six months after the coming into force of this agreement and shall within 15 months from the date of such commencement expend at least \$300,000.00 in actual construction and erection and establishment of a coke and gas plant or plants and said distribution system and works connected therewith and have the same in operation and in case of default in the due fulfilment of these conditions the council of the City may give to the Company notice of such default and particulars thereof, and should such default continue for a period of sixty days from the receipt of such notice by the Company, the council of the City may by by-law rescind this agreement, whereupon the leave, license and the whole rights and privileges hereby granted and authorized shall be forfeited and be at an end.

4. (a) Should the construction of the works be delayed by reason of any damage which may happen by flood, fire, lightning, earthquake or cyclone, or by reason of the abandonment of the works by the employees by strike or by any cause through no fault of the Company, then the time herein fixed for completion of the works shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid. Should any dispute arise as to the extensions of time to which the Company is entitled by reason of the provisions in this section contained the same shall be decided in the manner hereinafter provided by clause number 30.

5. Whenever in this agreement the right or rights of the Company is or are subject to the decision or approval of the City Council or the City Engineer, such decision or approval shall not be unreasonably withheld or delayed.

6. The said distribution system shall be built, equipped, established and operated subject to the following conditions and provisions:

(a) The said distribution system so far as the same or any part thereof shall be laid within the limits of any street, lane or highway shall be located and constructed entirely below the surface of said street, lane or highway.

(b) Before being put into operation the said distribution system and all apparatus connected with the said distribution system shall be constructed, joined and laid in a substantial manner and shall be supplied with standard equipment and appliances and completed in the most modern and efficient manner in order that leakage may be reduced to a minimum. The losses through leakage will be checked and reported to the City annually.

(c) Before entering upon any street, lane or highway to construct any part of the said distribution system the Company shall make application to the City Engineer for a permit so to do, naming the street or streets, or lane or lanes, or highways along or across which it desires to operate the said distribution system or any part thereof and before in any way proceeding with the said work it shall first receive the approval of the City Engineer.

(d) The construction of any portion of the said distribution system for which permission has been given by the City Engineer in terms of the immediately proceeding subsection hereof shall not be commenced until a plan thereof showing the proposed location in the street, lane or highway shall have been submitted to and approved in writing by the City Engineer. Should such plans as are submitted not be approved by the City Engineer, he shall, within seven days after delivery to him of such plans, convey to the Company information as to the changes required to make such plans acceptable, and the Company's distribution system shall be erected or moved by the Company only in accordance with the plans as approved in writing by the City Engineer.

(e) In the use of such streets, lanes and highways, such use shall be made by the Company with the least possible damage and inconvenience

to the said City and the inhabitants thereof; and the Company shall, within reasonable time, repair the said streets, lanes and highways and the sub-soil and surface thereof to a condition equally as good as before being disturbed as nearly as it may be practicable to do so and if the Company shall fail, refuse or neglect so to restore the said streets, lanes and highways and the sub-soil and surface thereof, including the sidewalks and pavements and any water pipes or sewer pipes or other property of the City to a condition equally as good as before being disturbed as nearly as it may be practicable to do so after notice has been served upon it so to do, then the City may cause the same to be done and charge and collect the cost thereof from the Company, without limiting the liability of the Company hereunder the Company shall at all times leave on deposit with the City Treasurer the sum of \$1,000.00 to be used and applied by the City in and towards such restoration.

(f) The Company shall have the right to tap or connect with any sewer in any street, lane or highway occupied by any part of its distribution system but the Company shall not disturb or interfere with or make any connection to any sewer pipe, conduit or other fixture or property owned by or under the control of the City without first obtaining the written consent of the City Engineer, all of which work shall be done to the satisfaction of and shall be subject to the inspection and approval of the City Engineer.

(g) The Company shall have the right to establish rules and regulations as to the mode and manner in which the buildings of the consumers shall be fitted with proper piping, fittings and apparatus for the reception and distribution of the Company's gas, steam and hot water.

(h) The inspection and testing of meters shall be subject to the rules and regulations of the gas inspection department of the Dominion Government. The City acting through its City Engineer, shall have the right to remove any meter of the Company from the premises of any consumer for the purpose of testing the same. The Company shall be required, whenever deemed necessary by the City Engineer, to supply immediately to any consumer whose meter may be removed for inspection, another meter for use during the time required for such inspection. Any consumer shall have the right, on payment to the said City Engineer of a fee of Two Dollars (\$2.00) to have his meter inspected and may be present at any such test if he so desires and the Company shall have notice that such test is to be made and any authorized agent of the Company may be present at such test if he so desires. If any such meter, on being tested, shall be found to register inaccurately to an extent exceeding two per centum, the fee of Two Dollars (\$2.00) paid by such consumer shall be returned to the Consumer by the Company. The officer making the inspection shall also mark such meter as inaccurate, and the Company shall not allow the same to be used until the defect is remedied, the meter again inspected by said officer and found to be correct, and so certified. Every meter shall be considered correct and sealed accordingly which shall register quantities varying from the true actual consumption not more than two per centum, and a record shall be kept of the same and of all fees so collected. Whenever a consumer shall have his meter tested as herein provided and the same shall be found correct, then the inspection fee shall not be returned but shall be paid to the Company.

(i) Where not otherwise specifically provided in this agreement the Company shall conform with and be subject to all present and future by-laws, regulations and practices of the City relating to excavating, excavations and openings in streets, lanes and highways and the making of sewer connections.

7. The Company shall use a uniform method of keeping accounts, records and books in connection with its gas and heating system and the said accounts, records and books shall contain and disclose the whole details of the finances and business of the Company relating to the said gas and heating system.

8. Not less than once in each calendar year the Company shall prepare a financial report covering the operation of the Company's gas and heating

system within the City and showing the receipts and expenditures of the Company in respect thereof during the preceding year. A copy of this report shall be submitted to the City and the City shall have the right through any duly authorized auditor at all times to examine the Company's books and affairs in order to check the accuracy of such report.

9. Extensions and additions to the Company's distribution system so as to give service to any district within the City shall be made forthwith by the Company whenever the gross annual revenue to be received from such extensions and additions is commensurate with the expenditure involved (which necessary gross annual revenue shall be taken as a sum equal to thirty per centum of the total expenditure involved in making such extension or extensions). It is further agreed that in cases where extensions are desired and such necessary revenue is not available the Company and the prospective consumer or consumers shall have the privilege of making any other arrangement which may be acceptable to the interests involved. The Company shall not be compelled to make any additions or extensions to its said distribution system between the first of November in any year and the first of June in any succeeding year.

10. The Company is to place and keep within the limits of the City the machinery, by-product coke and gas plant, generating plant and all other plants and works of every description in and by which the gas, steam and water supplied to the Company's consumers within the City is manufactured, generated or created.

11. The Company shall indemnify and save harmless the said City from and against all loss, costs, damages, charges, interest and expenses which the said City may suffer, incur, or be put to by reason of, as a result of, or on account of the construction, erection, installation, maintenance or operation of the distribution system and works contemplated hereby.

Without limiting the liability of the Company hereunder the Company shall, before commencing to construct any portion of its distribution system, execute and deliver to the City a bond in the sum of \$10,000.00 of a good and reliable company satisfactory to the Council as collateral security for the due payment by the Company, during the time of construction of the said distribution system and works contemplated hereby, of all moneys which the City may be entitled to recover against the said Company hereunder, but such bond shall in no way limit the liability of the Company under this paragraph or otherwise.

12. This agreement shall be binding upon and be enforceable by not only both parties hereto but also their respective successors and assigns, and it is distinctly understood and agreed that the Company shall have full power and authority to assign this agreement and all benefit and advantage to be derived hereunder, provided, however, that no assignment by the Company of this Agreement shall be valid until same has been approved by resolution of the Council of the City.

13. Upon the termination of this agreement and the franchise hereby granted, by effluxion of time or otherwise, the City may purchase from the Company its plant and distribution system in so far as the same may be required to meet the requirements of the area within the corporate limits of the City and shall pay to the Company therefor a sum of money equal to the replacement value of such property, plant, distribution system and equipment less depreciation. In the event of the Company's franchise being terminated as hereinbefore provided and not renewed then the Company may remove without loss, damage or expense to the City from the City such portion of its property as has not been required and purchased by the City as above provided in this clause 13; provided nevertheless that if this agreement is not terminated before said thirty-five year period, then thereafter if the parties hereto shall desire the Company to carry on its operations within the City, the City shall grant to the Company a further franchise for carrying on the Company's operations, said franchise to be given upon such terms and conditions as may be agreed upon between the parties hereto.

14. The Company in the event of the exercise of any of such rights to purchase shall not be bound to deliver possession of any of its property

until it has received payment of the purchase price found as herein provided in full but will then convey such property and all its rights therein to the City clear of all encumbrances.

15. Provided, however, that the rights, privileges and franchises hereinbefore granted, shall in every respect be subject and subservient to the rights of the said City to use the said streets, lanes or highways for all purposes within the powers of the said City, and provided further that, without limiting the general provisions of this Section the said City shall have the right from time to time and at all times, without being liable for any compensation or damage that may be occasioned thereby to the Company, or the construction, maintenance or operation of the said distribution system, or the plant and works connected therewith, to order the removal, alteration, taking up and relaying of such of the said distribution system of the Company which may be situate or placed in, upon or under the said streets, lanes, highways or public places as may be "reasonably necessary" to allow the construction, repairing, maintenance or operation of any work of the City or the carrying out of any purpose within the powers of the said City, but the said City shall not unnecessarily or unreasonably interfere with or delay the construction or operation of the Company's said distribution system or its plant or works in connection therewith. This agreement and the rights and privileges created and authorized hereby are subject also to any rights, statutory or otherwise, of any other person, firm or corporation which now has or may hereafter have power to take up the said streets, lanes or highways or otherwise use them.

16. Should the Company apply to the Legislature of the Province of Ontario for an Act validating and confirming this franchise agreement the City will support and assist such application and the Company will at the request of the City make such application.

17. The Company shall supply gas to consumers in the said City at and be entitled to charge and collect therefor rates, bills, rentals and charges not exceeding those set forth in the following schedule, namely:—

FOR COOKING PURPOSES

\$1.50 net per 1,000 cubic feet for the first 2,000 cubic feet per month.
\$1.35 net per 1,000 cubic feet for the next 5,000 cubic feet per month.
\$1.00 net per 1,000 cubic feet for all amounts over 7,000 cubic feet per month.

FOR HEATING PURPOSES

\$1.00 net per 1,000 cubic feet for the first 25,000 cubic feet per month.
\$0.85 net per 1,000 cubic feet for the next 25,000 cubic feet per month.
\$0.75 net per 1,000 cubic feet for all amounts over 50,000 cubic feet per month.

COMBINATION COOKING AND HEATING RATES

\$1.50 net per 1,000 cubic feet for the first 2,000 cubic feet per month.
\$1.35 net per 1,000 cubic feet for the next 5,000 cubic feet per month.
\$1.00 net per 1,000 cubic feet for the next 18,000 cubic feet per month.
\$0.85 net per 1,000 cubic feet for the next 25,000 cubic feet per month.
\$0.75 net per 1,000 cubic feet for all amounts over 50,000 cubic feet per month.

No minimum charge will be made.

The Company reserves the right to make special contracts, with large commercial consumers.

PENALTY

An additional charge of ten per cent. may be added to all bills not paid within fifteen days of date of rendering of account.

Notwithstanding anything hereinbefore contained the said Company shall be bound to furnish gas to all persons, parties or corporations desiring to use the same within the limits of the said City at as favorable a rate as the same may from time to time be supplied by the Company to any other person, party or corporation within the limits of any other Municipality in the District of Thunder Bay, having regard to the conditions and terms upon which the same are being supplied in such other Municipality.

18. The gas generated will be coal gas or other gas of similar value and will be distributed at a standard calorific value of 500 B. T. U's, per cubic feet and under the standard pressure of three inches water column. In the event of the Company deeming it advisable to change the calorific value or pressure the City Engineer must first approve of such change and the Company will thereafter adjust all gas burners free of charge. The rates for the gas sold to consumers by the Company will thereafter be adjusted in accordance with the relative calorific value of the gas sold compared with 500 B. T. U's, per cubic foot.

19. Service pipes making connections to the Company's distribution system will be installed by the Company as far as the meter upon the consumer's premises and the consumer will be required to pay for the actual cost of the portion of the service pipes laid within the limits of the property which he occupies. The consumer will also be required to provide at his expense the necessary piping and heating apparatus within the building commencing at the meter. All meters will be supplied by the Company and will remain the property of the Company.

20. The Company will assume the responsibility for damage to its distribution system from electrolysis but the City shall take all possible precaution to prevent and remedy any such damage.

21. The Company agrees that any material discharged from the Company's plant and property into the City sewer or directly into the rivers or lake adjoining or in the City will be arranged in such a manner as not to pollute or in any way injure Lake Superior as a water supply. If the Company desires to so discharge any material which may be injurious to Lake Superior as a water supply it must before discharging any such material obtain the approval of the Board of Health of the Province of Ontario.

22. In the event of natural gas being found in the District which can be supplied to the Company and adapted for carrying out the provisions of this franchise and agreement at a rate less than the cost to the Company of production of gas by the Company then in every such case the Company shall immediately endeavour to enter into a contract for the supply of such natural gas to the Company by the owner or distributor thereof, and when such supply is obtained the Company shall thereupon make a corresponding reduction in its rates and charges to consumers within the boundaries of the City.

23. All fire insurance placed or held by the Company upon any of its property in the City of Fort William shall during the currency hereof be placed with or through local fire insurance agents residing and carrying on business in the City of Fort William provided such insurance can be so placed equally advantageously to the Company in said City as same may be placed elsewhere.

24. All men employed in the erection of said plant, works and equipment either by the Company, or by any contractor or subcontractor or by the Company in the operation thereof, or by any other corporation, firm or person on said property, as aforesaid, shall be paid in cash in the City of Fort William, or by cheque on some bank in the said City.

25. All men employed by the Company or by any contractor or subcontractor or otherwise, in the erection or operation of such plant, works and equipment and any other plant, works and equipment on the property herein described, shall be paid not less than the prevailing wages for either time or piece work from time to time in force in Fort William for their respective trades for the same grade of work therein and all such men shall be paid semi-monthly.

26. The pay rolls of the Company as to men employed and wages paid shall be open for inspection by the City from time to time during the terms hereof; said inspection to be made through a duly chartered accountant, employed by the Council, which inspection may be made at reasonable hours; if so required the Company shall from time to time at reasonable periods, during the said term, satisfy the City by declaration or affidavit that they have complied with the provisions hereof.

27. The Company agrees to take from the City all electrical power or energy required by it in connection with the said distribution system and the works connected therewith and contemplated hereby.

28. Once the Company starts to supply gas hereunder such supply shall be continuous, and in the event of the Company making a default in supplying gas for a period of six months not caused by fire, accident, tempest or other causes beyond the control of the Company then all rights, privileges and franchises herein granted may at the option of the Council of the said City be rescinded and determined.

29. In the event of the Company making a substantial breach of the provisions of this agreement not the direct and immediate result of strikes, fire, accident, tempest or other circumstances beyond the control of the Company, then in each and every such case the rights, privileges, and franchises hereby granted to the Company shall, at the option of the Council of the City, if not remedied within thirty days after notice in writing of such breach has been given by the City to the Company or its representative in the said City, cease and be determined.

30. Whenever in or under this agreement there may arise any matter or matters in dispute between the parties hereto such matter or matters so in dispute including any question as to increase or decrease in rates charged by the Company shall be referred to The Ontario Railway and Municipal Board or its successor or successors in office for decision. Should the said Board be unable or unwilling to act in respect of such matter or matters or if the parties hereto agree said matter or matters shall be referred to arbitration in the manner following namely, to three arbitrators, one to be appointed by the City, one to be appointed by the Company, and these two to choose a third, and the decision of the majority of such arbitrators shall be final and binding on the parties hereto, subject to the right of appeal under *The Arbitration Act*, R.S.O., Chap. 7, and such Act shall except as herein otherwise provided apply to such arbitration.

31. (a) Municipal Council shall mean the Municipal Council of the City of Fort William, in Ontario.

(b) The expression "City Engineer" shall mean the City Engineer for the time being of the said City of Fort William or such other officer as may be authorized to discharge the duties of the City Engineer.

32. This agreement shall not come into force and effect until approved by the electors of the said City as required by the Statutes in that behalf, and unless and until so approved shall have no force or effect.

In witness whereof the parties hereto have caused their corporate seals to be hereunto affixed duly attested by the hands of their proper officers respectively in that behalf.

THE CORPORATION OF THE CITY OF FORT WILLIAM,
(City's Seal)

Per (Sgd.) J. E. CRAWFORD, Mayor.

(Sgd.) A. McNAUGHTON, Clerk.

THE CANADIAN TERMINAL SYSTEM LIMITED,
(Company's Seal)

Per (Sgd.) H. ADDISON JOHNSTON,
General Manager.

(Sgd.) E. J. S. WALLWORK,
Secretary.

BILL.

An Act respecting The Canadian Terminal
System Limited and the City of
Fort William.

1st Reading,

2nd Reading,

3rd Reading,

MR. SPENCE.

(Private Bill.)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting The Canadian Terminal System Limited and the City of Fort William.

WHEREAS The Canadian Terminal System Limited Preamble (hereinafter called the "company") has by its petition represented that a by-law of The Corporation of the City of Fort William (hereinafter called the "municipal corporation") entitled "A by-law to authorize a certain agreement with The Canadian Terminal System Limited," was duly passed by said municipal corporation, after having been submitted to and approved of by the vote of the electors in accordance with the provisions of *The Municipal Act* in that behalf, and that the agreement authorized thereby between the said company and the said municipal corporation was duly entered into; and whereas the company has by its petition prayed that the said by-law and said agreement should be confirmed; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Fort William Gas Franchise Act, 1929.* Short title.

2.—(1) *Subject to the provisions of subsection 2* a by-law of the said municipal corporation, entitled "A by-law to authorize a certain agreement with The Canadian Terminal System Limited" set out as schedule 1 hereto and the agreement therein referred to as schedule "A" and set out in schedule 2 hereto, are hereby ratified and confirmed and declared to be legal, valid and binding upon the said municipal corporation and the ratepayers thereof and upon the said company and the said municipal corporation and said company are hereby authorized and empowered to do all acts and things and execute all documents necessary or convenient for the fulfilment and carrying out of said by-law and agreement. Confirmation of by-law and agreement with Canadian Terminal System, Ltd.

Amendment
of par. 30 of
agreement.

~~12~~ (2) Paragraph 30 of the agreement shall be read and construed as if it contained no reference to the Ontario Railway and Municipal Board ~~12~~

Power
to company
to enter into
and assign
agreement.

3. It is hereby declared that the said company had full power, capacity and authority to enter into said agreement and that it now has full power, capacity and authority to assign and transfer the same and all franchises, powers and rights conferred thereby and all benefits and privileges to be derived therefrom.

Proviso.

Provided, however, that no such assignment and transfer shall have the effect of releasing The Canadian Terminal System Limited from the terms and provisions of the said agreement in so far as the corporation of the city of Fort William is concerned.

Commence-
ment of
Act.

4. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE 1.

CITY OF FORT WILLIAM

By-LAW No. 2914

A By-law to authorize a certain agreement with The Canadian Terminal System Limited.

The Council of the Corporation of the City of Fort William, enacts as follows:—

1. That the City may make and enter into an Agreement with The Canadian Terminal System Limited to the effect set forth in Schedule "A" hereto, and the Mayor and Clerk are hereby authorized and empowered to sign, seal with the corporate seal, execute and deliver the said agreement on behalf of the City, and any agreement already made by the City with The Canadian Terminal System Limited to the effect set forth in Schedule "A" hereto is hereby ratified and confirmed.

Done and passed this 29th day of January, A.D. 1929, as witnessed by the corporate seal of the said City and the hands of its proper officers in that behalf.

"N. B. DARRELL,"
Mayor.

"A. McNAUGHTON,"
Clerk.

SCHEDULE 2.

Schedule "A"

This agreement made in quinquuplicate the eighth day of December, A.D. 1928.

BETWEEN:

THE CORPORATION OF THE CITY OF FORT WILLIAM
(hereinafter called the "City"),

of the first part;

—and—

THE CANADIAN TERMINAL SYSTEM LIMITED
(hereinafter called the "Company"),

of the second part.

Whereas the Company has applied to the City for permission to construct, operate and maintain in and under the streets and lanes and highways of the City a system of pipes, conduits and other necessary works for the distribution and supply of gas, steam and hot water for heating and fuel purposes, all of which works and system of pipes and conduits are hereinafter sometimes designated and referred to as "the distribution system";

And whereas it has been deemed advisable to grant the request of the company subject to the terms, conditions and provisions hereinafter contained;

Now therefore this indenture witnesseth, that in consideration of the covenants and agreements hereinafter contained the parties hereto mutually covenant and agree each with the other as follows:

(1) Subject to the conditions and provisions herein contained which are conditions precedent to the enjoyment of the privileges hereby granted the City hereby grants to the Company the right, authority and privilege to provide, generate and distribute in and under the streets, lanes and highways of the City gas, steam and hot water required for cooking, fuel and heating purposes only, within the present and future boundaries of the City during the period of twenty-five years from the ratification of this agreement by the votes of the electors of the said City; and such right shall become renewed and/or continued for a further period of ten years from the expiration of said twenty-five years unless a written notice to the contrary is given by either party to the other at least one year prior to the expiration of the first said twenty-five year period, the total term of this franchise not in any event to exceed thirty-five years. The notice above referred to may be served by the Company on the Mayor or Clerk of the City and by the City on the Company or its representative (at the office of the Company) in the City.

2. The City shall not during the term of this agreement or any renewal or extension thereof, grant any permit, right, authority, privilege or franchise to any person, firm or corporation other than the Company and its assigns to use any of the City's streets, lanes and/or highways for the purpose of laying pipes, mains, conduits or conductors for transmitting gas for fuel, cooking or heating purposes within the said City.

3. The City hereby gives and grants to the Company all necessary permission, leave, license, power and authority to construct, extend, repair, alter and operate the said distribution system, and to construct, extend, maintain, repair, alter and operate works, mains, pipes, conduits and conductors for the generation, transmission, storage and distribution of coal gas, natural, and other gas and of steam and hot water for fuel and/or heating purposes and by the Company's authorized officer or officers, servant or servants, agent or agents to enter upon and to construct, lay, change, maintain, repair, alter and operate in and under the streets, lanes and highways within the limits of the City a suitable system of pipes, conduits, tubes, heaters, control devices, service pipes and other works of every character or kind whatsoever required to be used or convenient for the production and/or distribution and supply of such gas, steam and hot water for the purposes aforesaid and to make any necessary

connections between the said distribution system and the sewers and drains of the said City so as to properly drain the said distribution system; provided that in so far as it is reasonable or practicable so to do the said distribution system shall be laid and constructed in the lanes only of the City.

4. The Company shall commence the work hereby authorized not later than six months after the coming into force of this agreement and shall within 15 months from the date of such commencement expend at least \$300,000.00 in actual construction and erection and establishment of a coke and gas plant or plants and said distribution system and works connected therewith and have the same in operation and in case of default in the due fulfilment of these conditions the council of the City may give to the Company notice of such default and parties thereto, and should such default continue for a period of sixty days from the receipt of such notice by the Company, the council of the City may by by-law rescind this agreement, whereupon the leave, license and the whole rights and privileges hereby granted and authorized shall be forfeited and be at an end.

4. (a) Should the construction of the works be delayed by reason of any damage which may happen by flood, fire, lightning, earthquake or cyclone, or by reason of the abandonment of the works by the employees by strike or by any cause through no fault of the Company, then the time herein fixed for completion of the works shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid. Should any dispute arise as to the extensions of time to which the Company is entitled by reason of the provisions in this section contained the same shall be decided in the manner hereinafter provided by clause number 30.

5. Whenever in this agreement the right or rights of the Company is or are subject to the decision or approval of the City Council or the City Engineer, such decision or approval shall not be unreasonably withheld or delayed.

6. The said distribution system shall be built, equipped, established and operated subject to the following conditions and provisions:

(a) The said distribution system so far as the same or any part thereof shall be laid within the limits of any street, lane or highway shall be located and constructed entirely below the surface of said street, lane or highway.

(b) Before being put into operation the said distribution system and all apparatus connected with the said distribution system shall be constructed, joined and laid in a substantial manner and shall be supplied with standard equipment and appliances and completed in the most modern and efficient manner in order that leakage may be reduced to a minimum. The losses through leakage will be checked and reported to the City annually.

(c) Before entering upon any street, lane or highway to construct any part of the said distribution system the Company shall make application to the City Engineer for a permit so to do, naming the street or streets, or lane or lanes, or highways along or across which it desires to operate the said distribution system or any part thereof and before in any way proceeding with the said work it shall first receive the approval of the City Engineer.

(d) The construction of any portion of the said distribution system for which permission has been given by the City Engineer in terms of the immediately preceding subsection hereof shall not be commenced until a plan thereof showing the proposed location in the street, lane or highway shall have been submitted to and approved in writing by the City Engineer. Should such plans as are submitted not be approved by the City Engineer, he shall, within seven days after delivery to him of such plans, convey to the Company information as to the changes required to make such plans acceptable, and the Company's distribution system shall be erected or moved by the Company only in accordance with the plans as approved in writing by the City Engineer.

(e) In the use of such streets, lanes and highways, such use shall be made by the Company with the least possible damage and inconvenience

to the said City and the inhabitants thereof; and the Company shall, within reasonable time, repair the said streets, lanes and highways and the sub-soil and surface thereof to a condition equally as good as before being disturbed as nearly as it may be practicable to do so and if the Company shall fail, refuse or neglect so to restore the said streets, lanes and highways and the sub-soil and surface thereof, including the sidewalks and pavements and any water pipes or sewer pipes or other property of the City to a condition equally as good as before being disturbed as nearly as it may be practicable to do so after notice has been served upon it so to do, then the City may cause the same to be done and charge and collect the cost thereof from the Company, without limiting the liability of the Company hereunder the Company shall at all times leave on deposit with the City Treasurer the sum of \$1,000.00 to be used and applied by the City in and towards such restoration.

(f) The Company shall have the right to tap or connect with any sewer in any street, lane or highway occupied by any part of its distribution system but the Company shall not disturb or interfere with or make any connection to any sewer pipe, conduit or other fixture or property owned by or under the control of the City without first obtaining the written consent of the City Engineer, all of which work shall be done to the satisfaction of and shall be subject to the inspection and approval of the City Engineer.

(g) The Company shall have the right to establish rules and regulations as to the mode and manner in which the buildings of the consumers shall be fitted with proper piping, fittings and apparatus for the reception and distribution of the Company's gas, steam and hot water.

(h) The inspection and testing of meters shall be subject to the rules and regulations of the gas inspection department of the Dominion Government. The City acting through its City Engineer, shall have the right to remove any meter of the Company from the premises of any consumer for the purpose of testing the same. The Company shall be required, whenever deemed necessary by the City Engineer, to supply immediately to any consumer whose meter may be removed for inspection, another meter for use during the time required for such inspection. Any consumer shall have the right, on payment to the said City Engineer of a fee of Two Dollars (\$2.00) to have his meter inspected and may be present at any such test if he so desires and the Company shall have notice that such test is to be made and any authorized agent of the Company may be present at such test if he so desires. If any such meter, on being tested, shall be found to register inaccurately to an extent exceeding two per centum, the fee of Two Dollars (\$2.00) paid by such consumer shall be returned to the Consumer by the Company. The officer making the inspection shall also mark such meter as inaccurate, and the Company shall not allow the same to be used until the defect is remedied, the meter again inspected by said officer and found to be correct, and so certified. Every meter shall be considered correct and sealed accordingly which shall register quantities varying from the true actual consumption not more than two per centum, and a record shall be kept of the same and of all fees so collected. Whenever a consumer shall have his meter tested as herein provided and the same shall be found correct, then the inspection fee shall not be returned but shall be paid to the Company.

(i) Where not otherwise specifically provided in this agreement the Company shall conform with and be subject to all present and future by-laws, regulations and practices of the City relating to excavating, excavations and openings in streets, lanes and highways and the making of sewer connections.

7. The Company shall use a uniform method of keeping accounts, records and books in connection with its gas and heating system and the said accounts, records and books shall contain and disclose the whole details of the finances and business of the Company relating to the said gas and heating system.

8. Not less than once in each calendar year the Company shall prepare a financial report covering the operation of the Company's gas and heating

system within the City and showing the receipts and expenditures of the Company in respect thereof during the preceding year. A copy of this report shall be submitted to the City and the City shall have the right through any duly authorized auditor at all times to examine the Company's books and affairs in order to check the accuracy of such report.

9. Extensions and additions to the Company's distribution system so as to give service to any district within the City shall be made forthwith by the Company whenever the gross annual revenue to be received from such extensions and additions is commensurate with the expenditure involved (which necessary gross annual revenue shall be taken as a sum equal to thirty per centum of the total expenditure involved in making such extension or extensions). It is further agreed that in cases where extensions are desired and such necessary revenue is not available the Company and the prospective consumer or consumers shall have the privilege of making any other arrangement which may be acceptable to the interests involved. The Company shall not be compelled to make any additions or extensions to its said distribution system between the first of November in any year and the first of June in any succeeding year.

10. The Company is to place and keep within the limits of the City the machinery, by-product coke and gas plant, generating plant and all other plants and works of every description in and by which the gas, steam and water supplied to the Company's consumers within the City is manufactured, generated or created.

11. The Company shall indemnify and save harmless the said City from and against all loss, costs, damages, charges, interest and expenses which the said City may suffer, incur, or be put to by reason of, as a result of, or on account of the construction, erection, installation, maintenance or operation of the distribution system and works contemplated hereby.

Without limiting the liability of the Company hereunder the Company shall, before commencing to construct any portion of its distribution system, execute and deliver to the City a bond in the sum of \$10,000.00 of a good and reliable company satisfactory to the Council as collateral security for the due payment by the Company, during the time of construction of the said distribution system and works contemplated hereby, of all moneys which the City may be entitled to recover against the said Company hereunder, but such bond shall in no way limit the liability of the Company under this paragraph or otherwise.

12. This agreement shall be binding upon and be enforceable by not only both parties hereto but also their respective successors and assigns, and it is distinctly understood and agreed that the Company shall have full power and authority to assign this agreement and all benefit and advantage to be derived hereunder, provided, however, that no assignment by the Company of this Agreement shall be valid until same has been approved by resolution of the Council of the City.

13. Upon the termination of this agreement and the franchise hereby granted, by effluxion of time or otherwise, the City may purchase from the Company its plant and distribution system in so far as the same may be required to meet the requirements of the area within the corporate limits of the City and shall pay to the Company therefor a sum of money equal to the replacement value of such property, plant, distribution system and equipment less depreciation. In the event of the Company's franchise being terminated as hereinbefore provided and not renewed then the Company may remove without loss, damage or expense to the City from the City such portion of its property as has not been required and purchased by the City as above provided in this clause 13; provided nevertheless that if this agreement is not terminated before said thirty-five year period, then thereafter if the parties hereto shall desire the Company to carry on its operations within the City, the City shall grant to the Company a further franchise for carrying on the Company's operations, said franchise to be given upon such terms and conditions as may be agreed upon between the parties hereto.

14. The Company in the event of the exercise of any of such rights to purchase shall not be bound to deliver possession of any of its property

until it has received payment of the purchase price found as herein provided in full but will then convey such property and all its rights therein to the City clear of all encumbrances.

15. Provided, however, that the rights, privileges and franchises hereinbefore granted, shall in every respect be subject and subservient to the rights of the said City to use the said streets, lanes or highways for all purposes within the powers of the said City, and provided further that, without limiting the general provisions of this Section the said City shall have the right from time to time and at all times, without being liable for any compensation or damage that may be occasioned thereby to the Company, or the construction, maintenance or operation of the said distribution system, or the plant and works connected therewith, to order the removal, alteration, taking up and relaying of such of the said distribution system of the Company which may be situate or placed in, upon or under the said streets, lanes, highways or public places as may be "reasonably necessary" to allow the construction, repairing, maintenance or operation of any work of the City or the carrying out of any purpose within the powers of the said City, but the said City shall not unnecessarily or unreasonably interfere with or delay the construction or operation of the Company's said distribution system or its plant or works in connection therewith. This agreement and the rights and privileges created and authorized hereby are subject also to any rights, statutory or otherwise, of any other person, firm or corporation which now has or may hereafter have power to take up the said streets, lanes or highways or otherwise use them.

16. Should the Company apply to the Legislature of the Province of Ontario for an Act validating and confirming this franchise agreement the City will support and assist such application and the Company will at the request of the City make such application.

17. The Company shall supply gas to consumers in the said City at and be entitled to charge and collect therefor rates, bills, rentals and charges not exceeding those set forth in the following schedule, namely:—

FOR COOKING PURPOSES

\$1.50 net per 1,000 cubic feet for the first 2,000 cubic feet per month.
 \$1.35 net per 1,000 cubic feet for the next 5,000 cubic feet per month.
 \$1.00 net per 1,000 cubic feet for all amounts over 7,000 cubic feet per month.

FOR HEATING PURPOSES

\$1.00 net per 1,000 cubic feet for the first 25,000 cubic feet per month.
 \$0.85 net per 1,000 cubic feet for the next 25,000 cubic feet per month.
 \$0.75 net per 1,000 cubic feet for all amounts over 50,000 cubic feet per month.

COMBINATION COOKING AND HEATING RATES

\$1.50 net per 1,000 cubic feet for the first 2,000 cubic feet per month.
 \$1.35 net per 1,000 cubic feet for the next 5,000 cubic feet per month.
 \$1.00 net per 1,000 cubic feet for the next 18,000 cubic feet per month.
 \$0.85 net per 1,000 cubic feet for the next 25,000 cubic feet per month.
 \$0.75 net per 1,000 cubic feet for all amounts over 50,000 cubic feet per month.

No minimum charge will be made.

The Company reserves the right to make special contracts, with large commercial consumers.

PENALTY

An additional charge of ten per cent. may be added to all bills not paid within fifteen days of date of rendering of account.

Notwithstanding anything hereinbefore contained the said Company shall be bound to furnish gas to all persons, parties or corporations desiring to use the same within the limits of the said City at as favorable a rate as the same may from time to time be supplied by the Company to any other person, party or corporation within the limits of any other Municipality in the District of Thunder Bay, having regard to the conditions and terms upon which the same are being supplied in such other Municipality.

18. The gas generated will be coal gas or other gas of similar value and will be distributed at a standard calorific value of 500 B. T. U's. per cubic feet and under the standard pressure of three inches water column. In the event of the Company deeming it advisable to change the calorific value or pressure the City Engineer must first approve of such change and the Company will thereafter adjust all gas burners free of charge. The rates for the gas sold to consumers by the Company will thereafter be adjusted in accordance with the relative calorific value of the gas sold compared with 500 B. T. U's. per cubic foot.

19. Service pipes making connections to the Company's distribution system will be installed by the Company as far as the meter upon the consumer's premises and the consumer will be required to pay for the actual cost of the portion of the service pipes laid within the limits of the property which he occupies. The consumer will also be required to provide at his expense the necessary piping and heating apparatus within the building commencing at the meter. All meters will be supplied by the Company and will remain the property of the Company.

20. The Company will assume the responsibility for damage to its distribution system from electrolysis but the City shall take all possible precaution to prevent and remedy any such damage.

21. The Company agrees that any material discharged from the Company's plant and property into the City sewer or directly into the rivers or lake adjoining or in the City will be arranged in such a manner as not to pollute or in any way injure Lake Superior as a water supply. If the Company desires to so discharge any material which may be injurious to Lake Superior as a water supply it must before discharging any such material obtain the approval of the Board of Health of the Province of Ontario.

22. In the event of natural gas being found in the District which can be supplied to the Company and adapted for carrying out the provisions of this franchise and agreement at a rate less than the cost to the Company of production of gas by the Company then in every such case the Company shall immediately endeavour to enter into a contract for the supply of such natural gas to the Company by the owner or distributor thereof, and when such supply is obtained the Company shall thereupon make a corresponding reduction in its rates and charges to consumers within the boundaries of the City.

23. All fire insurance placed or held by the Company upon any of its property in the City of Fort William shall during the currency hereof be placed with or through local fire insurance agents residing and carrying on business in the City of Fort William provided such insurance can be so placed equally advantageously to the Company in said City as same may be placed elsewhere.

24. All men employed in the erection of said plant, works and equipment either by the Company, or by any contractor or subcontractor or by the Company in the operation thereof, or by any other corporation, firm or person on said property, as aforesaid, shall be paid in cash in the City of Fort William, or by cheque on some bank in the said City.

25. All men employed by the Company or by any contractor or subcontractor or otherwise, in the erection or operation of such plant, works and equipment and any other plant, works and equipment on the property herein described, shall be paid not less than the prevailing wages for either time or piece work from time to time in force in Fort William for their respective trades for the same grade of work therein and all such men shall be paid semi-monthly.

26. The pay rolls of the Company as to men employed and wages paid shall be open for inspection by the City from time to time during the terms hereof; said inspection to be made through a duly chartered accountant, employed by the Council, which inspection may be made at reasonable hours; if so required the Company shall from time to time at reasonable periods, during the said term, satisfy the City by declaration or affidavit that they have complied with the provisions hereof.

27. The Company agrees to take from the City all electrical power or energy required by it in connection with the said distribution system and the works connected therewith and contemplated hereby.

28. Once the Company starts to supply gas hereunder such supply shall be continuous, and in the event of the Company making a default in supplying gas for a period of six months not caused by fire, accident, tempest or other causes beyond the control of the Company then all rights, privileges and franchises herein granted may at the option of the Council of the said City be rescinded and determined.

29. In the event of the Company making a substantial breach of the provisions of this agreement not the direct and immediate result of strikes, fire, accident, tempest or other circumstances beyond the control of the Company, then in each and every such case the rights, privileges, and franchises hereby granted to the Company shall, at the option of the Council of the City, if not remedied within thirty days after notice in writing of such breach has been given by the City to the Company or its representative in the said City, cease and be determined.

30. Whenever in or under this agreement there may arise any matter or matters in dispute between the parties hereto such matter or matters so in dispute including any question as to increase or decrease in rates charged by the Company shall be referred to The Ontario Railway and Municipal Board or its successor or successors in office for decision. Should the said Board be unable or unwilling to act in respect of such matter or matters or if the parties hereto agree said matter or matters shall be referred to arbitration in the manner following namely, to three arbitrators, one to be appointed by the City, one to be appointed by the Company, and these two to choose a third, and the decision of the majority of such arbitrators shall be final and binding on the parties hereto, subject to the right of appeal under *The Arbitration Act*, R.S.O., Chap. 97, and such Act shall except as herein otherwise provided apply to such arbitration.

31. (a) Municipal Council shall mean the Municipal Council of the City of Fort William, in Ontario.

(b) The expression "City Engineer" shall mean the City Engineer for the time being of the said City of Fort William or such other officer as may be authorized to discharge the duties of the City Engineer.

32. This agreement shall not come into force and effect until approved by the electors of the said City as required by the Statutes in that behalf, and unless and until so approved shall have no force or effect.

In witness whereof the parties hereto have caused their corporate seals to be hereunto affixed duly attested by the hands of their proper officers respectively in that behalf.

THE CORPORATION OF THE CITY OF FORT WILLIAM,
(*City's Seal*)

Per (Sgd.) J. E. CRAWFORD, *Mayor*.

(Sgd.) A. McNAUGHTON, *Clerk*.

THE CANADIAN TERMINAL SYSTEM LIMITED,
(*Company's Seal*)

Per (Sgd.) H. ADDISON JOHNSTON,
General Manager.

(Sgd.) E. J. S. WALLWORK,
Secretary.

BILL.

An Act respecting The Canadian Terminal
System Limited and the City of
Fort William.

1st Reading,

February 12th, 1929.

2nd Reading,

March 8th, 1929.

3rd Reading,

MR. SPENCE.

(*Reprinted as amended by the
Private Bills Committee.*)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting The Canadian Terminal System Limited and the City of Fort William.

WHEREAS The Canadian Terminal System Limited Preamble. (hereinafter called the "company") has by its petition represented that a by-law of The Corporation of the City of Fort William (hereinafter called the "municipal corporation") entitled "A by-law to authorize a certain agreement with The Canadian Terminal System Limited," was duly passed by said municipal corporation, after having been submitted to and approved of by the vote of the electors in accordance with the provisions of *The Municipal Act* in that behalf, and that the agreement authorized thereby between the said company and the said municipal corporation was duly entered into; and whereas the company has by its petition prayed that the said by-law and said agreement should be confirmed; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Fort William Gas Franchise Act, 1929.* Short title.

2.—(1) Subject to the provisions of subsection 2 a by-law of the said municipal corporation, entitled "A by-law to authorize a certain agreement with The Canadian Terminal System Limited" set out as schedule 1 hereto and the agreement therein referred to as schedule "A" and set out in schedule 2 hereto, are hereby ratified and confirmed and declared to be legal, valid and binding upon the said municipal corporation and the ratepayers thereof and upon the said company and the said municipal corporation and said company are hereby authorized and empowered to do all acts and things and execute all documents necessary or convenient for the fulfilment and carrying out of said by-law and agreement. Confirmation of by-law and agreement with Canadian Terminal System, Ltd.

Amendment
of par. 30 of
agreement.

(2) Paragraph 30 of the agreement shall be read and construed as if it contained no reference to the Ontario Railway and Municipal Board.

Power
to company
to enter into
and assign
agreement.

3. It is hereby declared that the said company had full power, capacity and authority to enter into said agreement and that it now has full power, capacity and authority to assign and transfer the same and all franchises, powers and rights conferred thereby and all benefits and privileges to be derived therefrom.

Proviso.

Provided, however, that no such assignment and transfer shall have the effect of releasing The Canadian Terminal System Limited from the terms and provisions of the said agreement in so far as the corporation of the city of Fort William is concerned.

Commence-
ment of
Act.

4. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE 1.

CITY OF FORT WILLIAM

BY-LAW No. 2914

A By-law to authorize a certain agreement with The Canadian Terminal System Limited.

The Council of the Corporation of the City of Fort William, enacts as follows:—

1. That the City may make and enter into an Agreement with The Canadian Terminal System Limited to the effect set forth in Schedule "A" hereto, and the Mayor and Clerk are hereby authorized and empowered to sign, seal with the corporate seal, execute and deliver the said agreement on behalf of the City, and any agreement already made by the City with The Canadian Terminal System Limited to the effect set forth in Schedule "A" hereto is hereby ratified and confirmed.

Done and passed this 29th day of January, A.D. 1929, as witnessed by the corporate seal of the said City and the hands of its proper officers in that behalf.

"N. B. DARRELL,"
Mayor.

"A. McNAUGHTON,"
Clerk.

SCHEDULE 2.

Schedule "A"

This agreement made in quintuplicate the eighth day of December, A.D. 1928.

BETWEEN:

THE CORPORATION OF THE CITY OF FORT WILLIAM
(hereinafter called the "City"),

of the first part;

—and—

THE CANADIAN TERMINAL SYSTEM LIMITED
(hereinafter called the "Company"),

of the second part.

Whereas the Company has applied to the City for permission to construct, operate and maintain in and under the streets and lanes and highways of the City a system of pipes, conduits and other necessary works for the distribution and supply of gas, steam and hot water for heating and fuel purposes, all of which works and system of pipes and conduits are hereinafter sometimes designated and referred to as "the distribution system";

And whereas it has been deemed advisable to grant the request of the company subject to the terms, conditions and provisions hereinafter contained;

Now therefore this indenture witnesseth, that in consideration of the covenants and agreements hereinafter contained the parties hereto mutually covenant and agree each with the other as follows:

(1) Subject to the conditions and provisions herein contained which are conditions precedent to the enjoyment of the privileges hereby granted the City hereby grants to the Company the right, authority and privilege to provide, generate and distribute in and under the streets, lanes and highways of the City gas, steam and hot water required for cooking, fuel and heating purposes only, within the present and future boundaries of the City during the period of twenty-five years from the ratification of this agreement by the votes of the electors of the said City; and such right shall become renewed and/or continued for a further period of ten years from the expiration of said twenty-five years unless a written notice to the contrary is given by either party to the other at least one year prior to the expiration of the first said twenty-five year period, the total term of this franchise not in any event to exceed thirty-five years. The notice above referred to may be served by the Company on the Mayor or Clerk of the City and by the City on the Company or its representative (at the office of the Company) in the City.

2. The City shall not during the term of this agreement or any renewal or extension thereof, grant any permit, right, authority, privilege or franchise to any person, firm or corporation other than the Company and its assigns to use any of the City's streets, lanes and/or highways for the purpose of laying pipes, mains, conduits or conductors for transmitting gas for fuel, cooking or heating purposes within the said City.

3. The City hereby gives and grants to the Company all necessary permission, leave, license, power and authority to construct, extend, repair, alter and operate the said distribution system, and to construct, extend, maintain, repair, alter and operate works, mains, pipes, conduits and conductors for the generation, transmission, storage and distribution of coal gas, natural, and other gas and of steam and hot water for fuel and/or heating purposes and by the Company's authorized officer or officers, servant or servants, agent or agents to enter upon and to construct, lay, change, maintain, repair, alter and operate in and under the streets, lanes and highways within the limits of the City a suitable system of pipes, conduits, tubes, heaters, control devices, service pipes and other works of every character or kind whatsoever required to be used or convenient for the production and/or distribution and supply of such gas, steam and hot water for the purposes aforesaid and to make any necessary

connections between the said distribution system and the sewers and drains of the said City so as to properly drain the said distribution system; provided that in so far as it is reasonable or practicable so to do the said distribution system shall be laid and constructed in the lanes only of the City.

4. The Company shall commence the work hereby authorized not later than six months after the coming into force of this agreement and shall within 15 months from the date of such commencement expend at least \$300,000.00 in actual construction and erection and establishment of a coke and gas plant or plants and said distribution system and works connected therewith and have the same in operation and in case of default in the due fulfilment of these conditions the council of the City may give to the Company notice of such default and particulars thereof, and should such default continue for a period of sixty days from the receipt of such notice by the Company, the council of the City may by by-law rescind this agreement, whereupon the leave, license and the whole rights and privileges hereby granted and authorized shall be forfeited and be at an end.

4. (a) Should the construction of the works be delayed by reason of any damage which may happen by flood, fire, lightning, earthquake or cyclone, or by reason of the abandonment of the works by the employees by strike or by any cause through no fault of the Company, then the time herein fixed for completion of the works shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid. Should any dispute arise as to the extensions of time to which the Company is entitled by reason of the provisions in this section contained the same shall be decided in the manner hereinafter provided by clause number 30.

5. Whenever in this agreement the right or rights of the Company is or are subject to the decision or approval of the City Council or the City Engineer, such decision or approval shall not be unreasonably withheld or delayed.

6. The said distribution system shall be built, equipped, established and operated subject to the following conditions and provisions:

(a) The said distribution system so far as the same or any part thereof shall be laid within the limits of any street, lane or highway shall be located and constructed entirely below the surface of said street, lane or highway.

(b) Before being put into operation the said distribution system and all apparatus connected with the said distribution system shall be constructed, joined and laid in a substantial manner and shall be supplied with standard equipment and appliances and completed in the most modern and efficient manner in order that leakage may be reduced to a minimum. The losses through leakage will be checked and reported to the City annually.

(c) Before entering upon any street, lane or highway to construct any part of the said distribution system the Company shall make application to the City Engineer for a permit so to do, naming the street or streets, or lane or lanes, or highways along or across which it desires to operate the said distribution system or any part thereof and before in any way proceeding with the said work it shall first receive the approval of the City Engineer.

(d) The construction of any portion of the said distribution system for which permission has been given by the City Engineer in terms of the immediately preceding subsection hereof shall not be commenced until a plan thereof showing the proposed location in the street, lane or highway shall have been submitted to and approved in writing by the City Engineer. Should such plans as are submitted not be approved by the City Engineer, he shall, within seven days after delivery to him of such plans, convey to the Company information as to the changes required to make such plans acceptable, and the Company's distribution system shall be erected or moved by the Company only in accordance with the plans as approved in writing by the City Engineer.

(e) In the use of such streets, lanes and highways, such use shall be made by the Company with the least possible damage and inconvenience

to the said City and the inhabitants thereof; and the Company shall, within reasonable time, repair the said streets, lanes and highways and the sub-soil and surface thereof to a condition equally as good as before being disturbed as nearly as it may be practicable to do so and if the Company shall fail, refuse or neglect so to restore the said streets, lanes and highways and the sub-soil and surface thereof, including the sidewalks and pavements and any water pipes or sewer pipes or other property of the City to a condition equally as good as before being disturbed as nearly as it may be practicable to do so after notice has been served upon it so to do, then the City may cause the same to be done and charge and collect the cost thereof from the Company, without limiting the liability of the Company hereunder the Company shall at all times leave on deposit with the City Treasurer the sum of \$1,000.00 to be used and applied by the City in and towards such restoration.

(f) The Company shall have the right to tap or connect with any sewer in any street, lane or highway occupied by any part of its distribution system but the Company shall not disturb or interfere with or make any connection to any sewer pipe, conduit or other fixture or property owned by or under the control of the City without first obtaining the written consent of the City Engineer, all of which work shall be done to the satisfaction of and shall be subject to the inspection and approval of the City Engineer.

(g) The Company shall have the right to establish rules and regulations as to the mode and manner in which the buildings of the consumers shall be fitted with proper piping, fittings and apparatus for the reception and distribution of the Company's gas, steam and hot water.

(h) The inspection and testing of meters shall be subject to the rules and regulations of the gas inspection department of the Dominion Government. The City acting through its City Engineer, shall have the right to remove any meter of the Company from the premises of any consumer for the purpose of testing the same. The Company shall be required, whenever deemed necessary by the City Engineer, to supply immediately to any consumer whose meter may be removed for inspection, another meter for use during the time required for such inspection. Any consumer shall have the right, on payment to the said City Engineer of a fee of Two Dollars (\$2.00) to have his meter inspected and may be present at any such test if he so desires and the Company shall have notice that such test is to be made and any authorized agent of the Company may be present at such test if he so desires. If any such meter, on being tested, shall be found to register inaccurately to an extent exceeding two per centum, the fee of Two Dollars (\$2.00) paid by such consumer shall be returned to the Consumer by the Company. The officer making the inspection shall also mark such meter as inaccurate, and the Company shall not allow the same to be used until the defect is remedied, the meter again inspected by said officer and found to be correct, and so certified. Every meter shall be considered correct and sealed accordingly which shall register quantities varying from the true actual consumption not more than two per centum, and a record shall be kept of the same and of all fees so collected. Whenever a consumer shall have his meter tested as herein provided and the same shall be found correct, then the inspection fee shall not be returned but shall be paid to the Company.

(i) Where not otherwise specifically provided in this agreement the Company shall conform with and be subject to all present and future by-laws, regulations and practices of the City relating to excavating, excavations and openings in streets, lanes and highways and the making of sewer connections.

7. The Company shall use a uniform method of keeping accounts, records and books in connection with its gas and heating system and the said accounts, records and books shall contain and disclose the whole details of the finances and business of the Company relating to the said gas and heating system.

8. Not less than once in each calendar year the Company shall prepare a financial report covering the operation of the Company's gas and heating

system within the City and showing the receipts and expenditures of the Company in respect thereof during the preceding year. A copy of this report shall be submitted to the City and the City shall have the right through any duly authorized auditor at all times to examine the Company's books and affairs in order to check the accuracy of such report.

9. Extensions and additions to the Company's distribution system so as to give service to any district within the City shall be made forthwith by the Company whenever the gross annual revenue to be received from such extensions and additions is commensurate with the expenditure involved (which necessary gross annual revenue shall be taken as a sum equal to thirty per centum of the total expenditure involved in making such extension or extensions). It is further agreed that in cases where extensions are desired and such necessary revenue is not available the Company and the prospective consumer or consumers shall have the privilege of making any other arrangement which may be acceptable to the interests involved. The Company shall not be compelled to make any additions or extensions to its said distribution system between the first of November in any year and the first of June in any succeeding year.

10. The Company is to place and keep within the limits of the City the machinery, by-product coke and gas plant, generating plant and all other plants and works of every description in and by which the gas, steam and water supplied to the Company's consumers within the City is manufactured, generated or created.

11. The Company shall indemnify and save harmless the said City from and against all loss, costs, damages, charges, interest and expenses which the said City may suffer, incur, or be put to by reason of, as a result of, or on account of the construction, erection, installation, maintenance or operation of the distribution system and works contemplated hereby.

Without limiting the liability of the Company hereunder the Company shall, before commencing to construct any portion of its distribution system, execute and deliver to the City a bond in the sum of \$10,000.00 of a good and reliable company satisfactory to the Council as collateral security for the due payment by the Company, during the time of construction of the said distribution system and works contemplated hereby, of all moneys which the City may be entitled to recover against the said Company hereunder, but such bond shall in no way limit the liability of the Company under this paragraph or otherwise.

12. This agreement shall be binding upon and be enforceable by not only both parties hereto but also their respective successors and assigns, and it is distinctly understood and agreed that the Company shall have full power and authority to assign this agreement and all benefit and advantage to be derived hereunder, provided, however, that no assignment by the Company of this Agreement shall be valid until same has been approved by resolution of the Council of the City.

13. Upon the termination of this agreement and the franchise hereby granted, by effluxion of time or otherwise, the City may purchase from the Company its plant and distribution system in so far as the same may be required to meet the requirements of the area within the corporate limits of the City and shall pay to the Company therefor a sum of money equal to the replacement value of such property, plant, distribution system and equipment less depreciation. In the event of the Company's franchise being terminated as hereinbefore provided and not renewed then the Company may remove without loss, damage or expense to the City from the City such portion of its property as has not been required and purchased by the City as above provided in this clause 13; provided nevertheless that if this agreement is not terminated before said thirty-five year period, then thereafter if the parties hereto shall desire the Company to carry on its operations within the City, the City shall grant to the Company a further franchise for carrying on the Company's operations, said franchise to be given upon such terms and conditions as may be agreed upon between the parties hereto.

14. The Company in the event of the exercise of any of such rights to purchase shall not be bound to deliver possession of any of its property

until it has received payment of the purchase price found as herein provided in full but will then convey such property and all its rights therein to the City clear of all encumbrances.

15. Provided, however, that the rights, privileges and franchises hereinbefore granted, shall in every respect be subject and subservient to the rights of the said City to use the said streets, lanes or highways for all purposes within the powers of the said City, and provided further that, without limiting the general provisions of this Section the said City shall have the right from time to time and at all times, without being liable for any compensation or damage that may be occasioned thereby to the Company, or the construction, maintenance or operation of the said distribution system, or the plant and works connected therewith, to order the removal, alteration, taking up and relaying of such of the said distribution system of the Company which may be situate or placed in, upon or under the said streets, lanes, highways or public places as may be "reasonably necessary" to allow the construction, repairing, maintenance or operation of any work of the City or the carrying out of any purpose within the powers of the said City, but the said City shall not unnecessarily or unreasonably interfere with or delay the construction or operation of the Company's said distribution system or its plant or works in connection therewith. This agreement and the rights and privileges created and authorized hereby are subject also to any rights, statutory or otherwise, of any other person, firm or corporation which now has or may hereafter have power to take up the said streets, lanes or highways or otherwise use them.

16. Should the Company apply to the Legislature of the Province of Ontario for an Act validating and confirming this franchise agreement the City will support and assist such application and the Company will at the request of the City make such application.

17. The Company shall supply gas to consumers in the said City at and be entitled to charge and collect therefor rates, bills, rentals and charges not exceeding those set forth in the following schedule, namely:—

FOR COOKING PURPOSES

\$1.50 net per 1,000 cubic feet for the first 2,000 cubic feet per month.
 \$1.35 net per 1,000 cubic feet for the next 5,000 cubic feet per month.
 \$1.00 net per 1,000 cubic feet for all amounts over 7,000 cubic feet per month.

FOR HEATING PURPOSES

\$1.00 net per 1,000 cubic feet for the first 25,000 cubic feet per month.
 \$0.85 net per 1,000 cubic feet for the next 25,000 cubic feet per month.
 \$0.75 net per 1,000 cubic feet for all amounts over 50,000 cubic feet per month.

COMBINATION COOKING AND HEATING RATES

\$1.50 net per 1,000 cubic feet for the first 2,000 cubic feet per month.
 \$1.35 net per 1,000 cubic feet for the next 5,000 cubic feet per month.
 \$1.00 net per 1,000 cubic feet for the next 18,000 cubic feet per month.
 \$0.85 net per 1,000 cubic feet for the next 25,000 cubic feet per month.
 \$0.75 net per 1,000 cubic feet for all amounts over 50,000 cubic feet per month.

No minimum charge will be made.

The Company reserves the right to make special contracts, with large commercial consumers.

PENALTY

An additional charge of ten per cent. may be added to all bills not paid within fifteen days of date of rendering of account.

Notwithstanding anything hereinbefore contained the said Company shall be bound to furnish gas to all persons, parties or corporations desiring to use the same within the limits of the said City at as favorable a rate as the same may from time to time be supplied by the Company to any other person, party or corporation within the limits of any other Municipality in the District of Thunder Bay, having regard to the conditions and terms upon which the same are being supplied in such other Municipality.

18. The gas generated will be coal gas or other gas of similar value and will be distributed at a standard calorific value of 500 B. T. U's. per cubic feet and under the standard pressure of three inches water column. In the event of the Company deeming it advisable to change the calorific value or pressure the City Engineer must first approve of such change and the Company will thereafter adjust all gas burners free of charge. The rates for the gas sold to consumers by the Company will thereafter be adjusted in accordance with the relative calorific value of the gas sold compared with 500 B. T. U's. per cubic foot.

19. Service pipes making connections to the Company's distribution system will be installed by the Company as far as the meter upon the consumer's premises and the consumer will be required to pay for the actual cost of the portion of the service pipes laid within the limits of the property which he occupies. The consumer will also be required to provide at his expense the necessary piping and heating apparatus within the building commencing at the meter. All meters will be supplied by the Company and will remain the property of the Company.

20. The Company will assume the responsibility for damage to its distribution system from electrolysis but the City shall take all possible precaution to prevent and remedy any such damage.

21. The Company agrees that any material discharged from the Company's plant and property into the City sewer or directly into the rivers or lake adjoining or in the City will be arranged in such a manner as not to pollute or in any way injure Lake Superior as a water supply. If the Company desires to so discharge any material which may be injurious to Lake Superior as a water supply it must before discharging any such material obtain the approval of the Board of Health of the Province of Ontario.

22. In the event of natural gas being found in the District which can be supplied to the Company and adapted for carrying out the provisions of this franchise and agreement at a rate less than the cost to the Company of production of gas by the Company then in every such case the Company shall immediately endeavour to enter into a contract for the supply of such natural gas to the Company by the owner or distributor thereof, and when such supply is obtained the Company shall thereupon make a corresponding reduction in its rates and charges to consumers within the boundaries of the City.

23. All fire insurance placed or held by the Company upon any of its property in the City of Fort William shall during the currency hereof be placed with or through local fire insurance agents residing and carrying on business in the City of Fort William provided such insurance can be so placed equally advantageously to the Company in said City as same may be placed elsewhere.

24. All men employed in the erection of said plant, works and equipment either by the Company, or by any contractor or subcontractor or by the Company in the operation thereof, or by any other corporation, firm or person on said property, as aforesaid, shall be paid in cash in the City of Fort William, or by cheque on some bank in the said City.

25. All men employed by the Company or by any contractor or subcontractor or otherwise, in the erection or operation of such plant, works and equipment and any other plant, works and equipment on the property herein described, shall be paid not less than the prevailing wages for either time or piece work from time to time in force in Fort William for their respective trades for the same grade of work therein and all such men shall be paid semi-monthly.

26. The pay rolls of the Company as to men employed and wages paid shall be open for inspection by the City from time to time during the terms hereof; said inspection to be made through a duly chartered accountant, employed by the Council, which inspection may be made at reasonable hours; if so required the Company shall from time to time at reasonable periods, during the said term, satisfy the City by declaration or affidavit that they have complied with the provisions hereof.

27. The Company agrees to take from the City all electrical power or energy required by it in connection with the said distribution system and the works connected therewith and contemplated hereby.

28. Once the Company starts to supply gas hereunder such supply shall be continuous, and in the event of the Company making a default in supplying gas for a period of six months not caused by fire, accident, tempest or other causes beyond the control of the Company then all rights, privileges and franchises herein granted may at the option of the Council of the said City be rescinded and determined.

29. In the event of the Company making a substantial breach of the provisions of this agreement not the direct and immediate result of strikes, fire, accident, tempest or other circumstances beyond the control of the Company, then in each and every such case the rights, privileges, and franchises hereby granted to the Company shall, at the option of the Council of the City, if not remedied within thirty days after notice in writing of such breach has been given by the City to the Company or its representative in the said City, cease and be determined.

30. Whenever in or under this agreement there may arise any matter or matters in dispute between the parties hereto such matter or matters so in dispute including any question as to increase or decrease in rates charged by the Company shall be referred to The Ontario Railway and Municipal Board or its successor or successors in office for decision. Should the said Board be unable or unwilling to act in respect of such matter or matters or if the parties hereto agree said matter or matters shall be referred to arbitration in the manner following namely, to three arbitrators, one to be appointed by the City, one to be appointed by the Company, and these two to choose a third, and the decision of the majority of such arbitrators shall be final and binding on the parties hereto, subject to the right of appeal under *The Arbitration Act*, R.S.O., Chap. 97, and such Act shall except as herein otherwise provided apply to such arbitration.

31. (a) Municipal Council shall mean the Municipal Council of the City of Fort William, in Ontario.

(b) The expression "City Engineer" shall mean the City Engineer for the time being of the said City of Fort William or such other officer as may be authorized to discharge the duties of the City Engineer.

32. This agreement shall not come into force and effect until approved by the electors of the said City as required by the Statutes in that behalf, and unless and until so approved shall have no force or effect.

In witness whereof the parties hereto have caused their corporate seals to be hereunto affixed duly attested by the hands of their proper officers respectively in that behalf.

THE CORPORATION OF THE CITY OF FORT WILLIAM,
(City's Seal)

Per (Sgd.) J. E. CRAWFORD, *Mayor*.

(Sgd.) A. McNAUGHTON, *Clerk*.

THE CANADIAN TERMINAL SYSTEM LIMITED,
(Company's Seal)

Per (Sgd.) H. ADDISON JOHNSTON,
General Manager.

(Sgd.) E. J. S. WALLWORK,
Secretary.

19 George V, 1929.

BILL.

An Act respecting The Canadian Terminal
System Limited and the City of
Fort William.

1st Reading,

February 12th, 1929.

2nd Reading,

March 8th, 1929.

3rd Reading,

March 28th, 1929.

MR. SPENCE.

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Sudbury.

WHEREAS the municipal corporation of the town of Preamble.
Sudbury has, by its petition, represented that it is
desirable that certain by-laws, specified in schedule "A"
hereto, and the debentures issued and to be issued there-
under, should be validated and confirmed; and whereas the
said corporation has by its petition prayed that an Act may
be passed for the above purpose; and whereas no opposition
has been offered to the said petition; and whereas it is ex-
pedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and
consent of the Legislative Assembly of the Province of
Ontario, enacts as follows:—

1. This Act may be cited as *The Town of Sudbury Act, 1929*. Short title.
2. The by-laws specified in schedule "A" hereto and all Con-
debentures issued or to be issued thereunder are confirmed firmation of
and declared to be legal, valid and binding upon the said by-laws and
corporation and the ratepayers thereof. debentures
3. This Act shall come into force on the day upon which Commence-
it receives the Royal Assent. ment of
Act.

SCHEDULE "A."

No. By-law	Date of Passing By-law	Nature of Work under By-law	Amount Debt Created	Amount Payable by Town	Amount Payable by Rate- payers	Period of Payment	Rate of Interest
1111	Jan. 12th, 1929	A by-law to provide for borrowing \$15,000.00 upon debentures for the purpose of paying for equipment for the waterworks system of the town of Sudbury.	\$15,000.00	\$15,000.00	...	20 years	5%
1112	Jan. 12th, 1929	A by-law to provide for borrowing \$40,655.00 upon debentures to pay for the construction of the watermain extensions as therein set forth.	40,655.00	9,903.81	\$30,751.19	20 years	5%
1113	Jan. 12th, 1929	A by-law to provide for borrowing \$1,755.00 upon debentures to pay for the construction of the water-works extensions as therein set forth.	1,755.00	340.16	1,414.84	10 years	5%
1114	Jan. 12th, 1929	A by-law to provide for borrowing \$35,000.00 upon debentures for the purpose of paying for the construction of extensions to the Electric Light system of the Town of Sudbury.	35,000.00	35,000.00	...	20 years	5%
1115	Jan. 12th, 1929	A by-law to provide for borrowing \$10,300.00 upon debentures for the purpose of paying for the construction of a cenotaph and for the Town of Sudbury's proportion of the cost of paving the Flood Mine Road.	10,300.00	10,300.00	...	10 years	5%
1116	Jan. 12th, 1929	A by-law to provide for borrowing \$22,970.00 upon debentures to pay for the construction of the concrete walks as therein set forth.	22,970.00	4,426.48	18,543.52	10 years	5%
1117	Jan. 12th, 1929	A by-law to provide for borrowing \$102,810.00 upon debentures to pay for the construction of the bituminous and bitulithic pavements as therein set forth.	102,810.00	22,392.37	80,417.63	20 years	5%
1118	Jan. 12th, 1929	A by-law to provide for borrowing \$79,815.00 upon debentures to pay for the construction of the sanitary sewers as therein set forth.	79,815.00	20,697.00	59,118.00	20 years	5%

BILL.

An Act respecting the Town of Sudbury.

1st Reading.

2nd Reading

3rd Reading

MR. ROBB.

(Private Bill.)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Sudbury.

WHEREAS the municipal corporation of the town of ^{Preamble.} Sudbury has, by its petition, represented that it is desirable that certain by-laws, specified in schedule "A" hereto, and the debentures issued and to be issued thereunder, should be validated and confirmed; and whereas the said corporation has by its petition prayed that an Act may be passed for the above purpose; and whereas no opposition has been offered to the said petition; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Town of Sudbury Act, 1929*, ^{Short title.}

2. The by-laws specified in schedule "A" hereto and all ^{Con-} debentures issued or to be issued thereunder are confirmed ^{firmation of} and declared to be legal, valid and binding upon the said ^{by-laws and} corporation and the ratepayers thereof. ^{debentures.}

3. This Act shall come into force on the day upon which ^{Commence-} it receives the Royal Assent. ^{ment of} ^{Act.}

SCHEDULE "A."

No. By-law	Date of Passing By-law	Nature of Work under By-law	Amount Debt Created	Amount Payable by Town	Amount Payable by Rate- payers	Period of Payment	Rate of Interest
1111	Jan. 12th, 1929	A by-law to provide for borrowing \$15,000.00 upon debentures for the purpose of paying for equipment for the waterworks system of the town of Sudbury.	\$15,000.00	\$15,000.00	.....	20 years	5%
1112	Jan. 12th, 1929	A by-law to provide for borrowing \$40,655.00 upon debentures to pay for the construction of the watermain extensions as therein set forth.	40,655.00	9,903.81	\$30,751.19	20 years	5%
1113	Jan. 12th, 1929	A by-law to provide for borrowing \$1,755.00 upon debentures to pay for the construction of the water-works extensions as therein set forth.	1,755.00	340.16	1,414.84	10 years	5%
1114	Jan. 12th, 1929	A by-law to provide for borrowing \$35,000.00 upon debentures for the purpose of paying for the construction of extensions to the Electric Light system of the Town of Sudbury.	35,000.00	35,000.00	.....	20 years	5%
1115	Jan. 12th, 1929	A by-law to provide for borrowing \$10,300.00 upon debentures for the purpose of paying for the construction of a cenotaph and for the Town of Sudbury's proportion of the cost of paving the Frood Mine Road.	10,300.00	10,300.00	.....	10 years	5%
1116	Jan. 12th, 1929	A by-law to provide for borrowing \$22,970.00 upon debentures to pay for the construction of the concrete walks as therein set forth.	22,970.00	4,426.48	18,543.52	10 years	5%
1117	Jan. 12th, 1929	A by-law to provide for borrowing \$102,810.00 upon debentures to pay for the construction of the bituminous and bitulithic pavements as therein set forth.	102,810.00	22,392.37	80,417.63	20 years	5%
1118	Jan. 12th, 1929	A by-law to provide for borrowing \$79,815.00 upon debentures to pay for the construction of the sanitary sewers as therein set forth.	79,815.00	20,697.00	59,118.00	20 years	5%



BILL.

An Act respecting the Town of Sudbury.

1st Reading.

February 12th, 1929.

2nd Reading

February 27th, 1929.

3rd Reading

March 8th, 1929

MR. ROBB.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Brantford.

WHEREAS the corporation of the city of Brantford has ^{Preamble} by petition represented that it is desirable that the Board of Education of the said city of Brantford shall consist of eleven members, ten of whom shall be elected by the electors of the said city of Brantford, two being elected from each ward thereof, and one member appointed by the Separate School Board of the said city; and has further represented that it is desirable that all sales of land made by the Treasurer thereof in the year 1927 purporting to be made for arrears of taxes due in respect of the lands so sold be validated and confirmed, and that all conveyances of lands so sold executed by the Mayor, Treasurer and Clerk of the said city purporting to convey the said lands to the purchaser thereof or his assigns, or to the corporation of the said city, shall have the effect of vesting the lands so sold in the purchaser thereof, his heirs and assigns, or in the corporation of the said city, its successors and assigns, in fee simple and clear of and free from all right, title, interest and claim whatsoever of the former owners thereof and their assigns, and of all mortgages, charges, liens and encumbrances thereon except taxes accruing after those for non-payment of which the said lands were sold; and whereas the said corporation has by its petition prayed that an Act may be passed for such purposes; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. From and after the first day of January, 1930, the Board of Education of the city of Brantford shall be composed ^{Constitution of Board of Education} of eleven members, ten of whom shall be elected as herein-after provided and one shall be appointed by the Separate School Board of the city.

2. The members to be elected shall be elected by the general ^{Manner of election.} vote of the persons qualified to vote for public school trustees.

and two of such members shall be elected from each ward of the said city of Brantford, and the election shall be held at the same time and place, by the same deputy returning officers, and in the same manner as the election of Aldermen for the said city of Brantford, and, save as otherwise provided herein and in *The Boards of Education Act*, all the provisions of *The Public Schools Act* respecting the qualification of trustees and the election of trustees by ballot shall apply to the election.

Rev. Stat.
cc. 327, 323.

First
election.

3. The first election shall take place at the time of holding the municipal elections for the city of Brantford for the year 1930.

Election
of full
number
at first.

4. At the first election the full number of elective members shall be elected.

Term of
office.

5. The member so elected from each ward of the said city who receives the highest number of votes shall continue in office for two years thereafter and until his successor is elected and the new board is organized, and the remaining member from each ward of the city shall continue in office for one year and until his successor is elected and the new board is organized.

Application
of Rev. Stat.
c. 327.

6. Save and except where the same is inconsistent with the provisions of this Act, *The Boards of Education Act* shall be in full force and effect and shall govern the Board of Education of the said city of Brantford.

Tax sales
and deeds
confirmed.

7. All sales of land within the municipality of the city of Brantford made by the Treasurer thereof in the year 1927 purporting to be made for arrears of taxes due in respect of the lands so sold are validated and confirmed, and all conveyances of lands so sold executed by the Mayor, Treasurer and Clerk of the said city purporting to convey the said lands to the purchaser thereof or his assigns, or to the corporation of the said city, shall have the effect of vesting the lands so sold in the purchaser thereof, his heirs and assigns, or in the corporation of the said city, its successors and assigns, as the case may be, in fee simple and clear of and free from all right, title, interest and claim whatsoever of the former owners thereof and their assigns, and of all mortgages, charges, liens and encumbrances thereon except taxes accruing after those for non-payment of which the said lands were sold; provided that nothing in this section contained shall affect or prejudice the right or rights of any person under any litigation which has been commenced prior to the date upon which this section comes into force.

8. The provisions of this Act, other than section 7, shall ^{Commence}
 come into force on the day upon which it receives the Royal ^{ment of}
 Assent, and section 7 hereof shall come into force on July
 2nd, 1929.

19 George V, 1929.

BILL.

An Act respecting the City of Brantford.

1st Reading

2nd Reading

3rd Reading

MR. MARTIN (Brantford.)

(Private Bill.)

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Brantford.

WHEREAS the corporation of the city of Brantford has Preamble.
by petition represented that it is desirable that the Board of Education of the said city of Brantford shall consist of eleven members, ten of whom shall be elected by the electors of the said city of Brantford, two being elected from each ward thereof, and one member appointed by the Separate School Board of the said city; and has further represented that it is desirable that all sales of land made by the Treasurer thereof in the year 1927 purporting to be made for arrears of taxes due in respect of the lands so sold be validated and confirmed, and that all conveyances of lands so sold executed by the Mayor, Treasurer and Clerk of the said city purporting to convey the said lands to the purchaser thereof or his assigns, or to the corporation of the said city, shall have the effect of vesting the lands so sold in the purchaser thereof, his heirs and assigns, or in the corporation of the said city, its successors and assigns, in fee simple and clear of and free from all right, title, interest and claim whatsoever of the former owners thereof and their assigns, and of all mortgages, charges, liens and encumbrances thereon except taxes accruing after those for non-payment of which the said lands were sold; and whereas the said corporation has by its petition prayed that an Act may be passed for such purposes; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. From and after the first day of January, 1930, the Board of Education of the city of Brantford shall be composed of eleven members, ten of whom shall be elected as herein-Constitution of Board of Education. after provided and one shall be appointed by the Separate School Board of the city.

2. The members to be elected shall be elected by the persons Manner of election. qualified to vote for public school trustees, and two of such

members shall be elected from each ward of the said city of Brantford, and the election shall be held at the same time and place, by the same deputy returning officers, and in the same manner as the election of aldermen for the said city of Brantford, and, save as otherwise provided herein and in *The Boards of Education Act*, all the provisions of *The Public Schools Act* respecting the qualification of trustees and the election of trustees by ballot shall apply to the election.

Rev. Stat.,
cc. 327, 323.

First
election.

3. The first election shall take place at the time of holding the municipal elections for the city of Brantford for the year 1930.

Election
of full
number
at first.

4. At the first election the full number of elective members shall be elected.

Term of
office.

5. The member so elected from each ward of the said city who receives the highest number of votes shall continue in office for two years thereafter and until his successor is elected and the new board is organized, and the remaining member from each ward of the city shall continue in office for one year and until his successor is elected and the new board is organized.

Application
of Rev. Stat.,
c. 327.

6. Save and except where the same is inconsistent with the provisions of this Act, *The Boards of Education Act* shall be in full force and effect and shall govern the Board of Education of the said city of Brantford.

Tax sales
and deeds
confirmed.

7. All sales of land within the municipality of the city of Brantford made by the Treasurer thereof in the year 1927 purporting to be made for arrears of taxes due in respect of the lands so sold are validated and confirmed, and all conveyances of lands so sold executed by the Mayor, Treasurer and Clerk of the said city purporting to convey the said lands to the purchaser thereof or his assigns, or to the corporation of the said city, shall have the effect of vesting the lands so sold in the purchaser thereof, his heirs and assigns, or in the corporation of the said city, its successors and assigns, as the case may be, in fee simple and clear of and free from all right, title, interest and claim whatsoever of the former owners thereof and their assigns, and of all mortgages, charges, liens and encumbrances thereon except taxes accruing after those for non-payment of which the said lands were sold; provided that nothing in this section contained shall affect or prejudice the right or rights of any person under any litigation which has been commenced prior to the date upon which this section comes into force.

8. The provisions of this Act, other than section 7, shall ^{Commence-}
come into force on the day upon which it receives the Royal ^{ment of} Assent, and section 7 hereof shall come into force on July
2nd, 1929.

BILL.

An Act respecting the City of Brantford.

1st Reading

February 26th, 1929.

2nd Reading

March 6th, 1929.

3rd Reading

March 15th, 1929.

MR. MARTIN (Brantford)

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Port Arthur.

WHEREAS the corporation of the city of Port Arthur Preamble has by its petition represented that the descriptions of the lands respectively described under the numbers "1" and "2" in a tax deed from the mayor and deputy treasurer of the corporation of the city of Port Arthur to the corporation of the city of Port Arthur, dated the 21st day of May, A.D. 1926, and registered in the registry office for the registry division of Port Arthur on the 27th day of May, A.D. 1926, as number 8036 D. for Port Arthur D. were intended to cover and include the lands hereinafter described, and that the lands granted and conveyed under the said deed 8036 D. were lands sold for taxes by the city of Port Arthur prior to the first day of January, A.D. 1926, and that the said tax deed 8036 D. was a conveyance of lands so sold executed by the mayor and treasurer of the said city; and whereas by special legislation set out in *An Act respecting the City of Port Arthur*, being chapter 122 of the Acts passed in the seventeenth year of the reign of His Majesty King George the Fifth, it was enacted that all sales of land in the city of Port Arthur made prior to the first day of January, A.D. 1926, by the corporation of the said city for arrears of taxes and costs in respect of lands so sold, should be thereby validated and confirmed, and all conveyances of lands so sold executed by the mayor and treasurer of the said city purporting to convey the said lands so sold to the purchaser of the said lands or his assigns should be validated and confirmed; and whereas in order to carry out a sale of the said lands by the city of Port Arthur and to correct the descriptions of the lands contained in the said deed 8036 D., special legislation as prayed for is desirable and necessary; and whereas the council of the city of Port Arthur has by its petition represented that it is desirable and in the interests of the corporation to validate and confirm all sales of land purporting to be made for arrears of taxes and costs made prior to the 1st day of January, A.D. 1928, and all conveyances of such land made pursuant thereto; and whereas doubts have arisen as to the power of the General Hospital of Port Arthur to issue debentures and it is desirable that the General Hospital of Port Arthur should be authorized to

issue debentures and that the corporation of the city of Port Arthur should be authorized to guarantee the payment of the principal and interest of any such debentures; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

Short title

1. This Act may be cited as *The City of Port Arthur Act, 1929.*

Certain
lands sold at
tax sale
declared
vested
in city.

2. The following lands in the city of Port Arthur, in the district of Thunder Bay and Province of Ontario, namely: All and singular that certain parcel or tract of land under the waters of Thunder Bay, in the district of Thunder Bay and Province of Ontario, being composed of a portion of water lot 4-P which is located opposite sections thirty-seven (37), thirty-eight (38) and thirty-nine (39), in the township of McIntyre now in the city of Port Arthur and which said portion is more particularly described as follows:

Commencing at the point where the northeasterly limit of parcel B, as shown on plan number M-90 as entered in the Land Titles Office at Port Arthur, intersects the southeasterly limit of the said water lot; thence northeasterly along the said southeasterly limit of the said water lot, to a point which is distant four hundred and fifty (450) feet measured northeasterly from and at right angles to the said limit of the said parcel B and which said point is the place of commencement for this description; thence continuing northeasterly along the said limit of water lot to a point in the same which is distant nine hundred (900) feet measured northeasterly from and at right angles to the said limit of the said parcel B; thence northwesterly and parallel to the said limit of the said parcel B to a point in the northwesterly limit of the said water lot; thence southwesterly along the said northwesterly limit of water lot, to a point where the same is intersected by a line drawn northwesterly from the point of commencement and parallel to the said northeasterly limit of the said parcel B; thence southeasterly and parallel to the said limit of the said parcel B to the point of commencement, were intended to be and were under the description marked "1" in the above in part recited tax deed number 8036 D, legally and validly granted and conveyed to and vested in the corporation of the city of Port Arthur in fee simple, free and

clear of and from all right, title and interest whatsoever of any other person, firm or corporation whomsoever and free and clear of all charges and encumbrances thereon.

3. The following lands in the city of Port Arthur, in the district of Thunder Bay and Province of Ontario, namely: Certain lands sold at Tax Sale declared vested in City
 All and singular that certain parcel or tract of land under the waters of Thunder Bay, in the district of Thunder Bay and Province of Ontario, being composed of a portion of water lot 4-P which is located opposite sections thirty-seven (37), thirty-eight (38), and thirty-nine (39) in the township of McIntyre now in the city of Port Arthur and which said portion is more particularly described as follows:

All that portion of the said water lot lying to the north and east of a line drawn northwesterly and parallel to the northeasterly limit of parcel B, as shown on plan number M-90, as entered in the Land Titles Office at Port Arthur, from a point in the southeasterly limit of the said water lot which said point is distant eighteen hundred (1,800) feet, measured on a line drawn northeasterly from and at right angles to the said limit of the said parcel B.

Excepting therefrom that portion of the above described land which is described as follows. Commencing at the point where the southerly production of the westerly limit of mining location seven (7) Savigney's Survey (McIntyre) joins the southeasterly limit of the said water lot; thence southwesterly, along the said southeasterly limit of water lot, one hundred (100) feet; thence northerly and parallel to the said southerly production to a point in the northerly limit of the said water lot; thence easterly, along the said northerly limit of water lot, to the point where the same is intersected by the said southerly production; thence southerly, along the said southerly production to the point of commencement.

And together with all rights of ingress and egress appurtenant to the above described parcel of land over and upon that portion of the lands above excepted described as follows: Commencing at the point where the southerly production of the westerly limit of the said mining location seven (7) joins the southeasterly limit of the said water lot; thence southwesterly, along the said southeasterly limit of the said water lot, one hundred (100) feet; thence northerly and parallel to the said southerly produc-

tion one hundred feet (100); thence in a straight line to the point of commencement, were intended to be and were under the description marked "2" in the above in part recited tax deed number 8036 D, legally and validly granted and conveyed to and vested in the corporation of the city of Port Arthur in fee simple, free and clear of and from all right, title and interest whatsoever of any other person, firm or corporation whomsoever and free and clear of all charges and encumbrances thereon.

Construction
of tax deed
8036

4. The said registered tax deed number 8036 D, for Port Arthur D, shall be construed and read as if at the time of the execution and delivery thereof and at the time of the registration thereof the description set forth in detail in sections 2 and 3 of this Act had been inserted therein as the descriptions marked "1" and "2" respectively instead of the descriptions actually set out as "1" and "2" therein.

Tax sales
and deeds
confirmed.

5.—(1) All sales of land in the city of Port Arthur made prior to the 1st day of January, 1928, and which purport to be made by the corporation of the said city for arrears of taxes and costs in respect of lands so sold are hereby validated and confirmed and all conveyances of land so sold executed by the mayor and treasurer of the said city, purporting to convey the said lands so sold to the purchaser or his assigns, are hereby validated and confirmed, and shall have the effect of vesting the lands so sold and conveyed, or purported to be sold and conveyed, and the same are hereby vested in the purchaser or his assigns and his and their heirs and assigns in fee simple, free and clear of and from all right, title, and interest whatsoever of the owners thereof at the time of such sale or their assigns and of all charges and encumbrances thereon, except taxes accrued since those for non-payment whereof the said lands were sold.

Case of
corporation
as purchaser

(2) Subsection 1 of this section shall extend and apply to cases where the said city or any person or persons in trust for it, or in its behalf, became the purchaser of lands at any such tax sale.

Pending
litigation not
affected

(3) Nothing in this section contained shall affect any action, litigation or other proceeding now pending, but the same may be proceeded with and finally adjudicated upon in the same manner and to the same extent as if this section had not been passed.

Power
of General
Hospital
to issue
debentures

6.—(1) The General Hospital of Port Arthur shall be deemed to have had at all times since its incorporation power to borrow money from time to time by the issue and sale of

debentures or otherwise whether secured by mortgage on the property of the hospital or not so secured.

(2) The council of the corporation of the city of Port Arthur may from time to time aid The General Hospital of Port Arthur by guaranteeing payment of the principal and interest of any debentures hereafter issued by the said hospital and the hospital may give to the corporation and the corporation may take from the hospital any security which the corporation may deem advisable as security for any such guarantee; provided that it shall not be necessary to submit to the electors qualified to vote on money by-laws for their assent any by-law or by-laws of the corporation guaranteeing the payment of the principal and interest of debentures of an aggregate principal amount not exceeding \$200,000 hereafter issued by the said hospital.

(3) Any debentures issued by The General Hospital of Port Arthur, the payment of the principal and interest of which is guaranteed by the corporation of the city of Port Arthur pursuant to this Act, shall be legal, valid and binding upon the General Hospital and the guarantee of any such debentures by the corporation shall be legal, valid and binding upon the corporation of the city of Port Arthur.

7. This Act shall come into force on the day upon which it receives the Royal Assent.



BILL.

An Act respecting the City of Port Arthur.

1st Reading

2nd Reading

3rd Reading

MR. HOGARTH.

(Private Bill.)

BILL

An Act respecting the City of Port Arthur.

WHEREAS the corporation of the city of Port Arthur Preamble. has by its petition represented that the descriptions of the lands respectively described under the numbers "1" and "2" in a tax deed from the mayor and deputy treasurer of the corporation of the city of Port Arthur to the corporation of the city of Port Arthur, dated the 21st day of May, A.D. 1926, and registered in the registry office for the registry division of Port Arthur on the 27th day of May, A.D. 1926, as number 8036 D. for Port Arthur D. were intended to cover and include the lands hereinafter described, and that the lands granted and conveyed under the said deed 8036 D. were lands sold for taxes by the city of Port Arthur prior to the first day of January, A.D. 1926, and that the said tax deed 8036 D. was a conveyance of lands so sold executed by the mayor and treasurer of the said city; and whereas by special legislation set out in *An Act respecting the City of Port Arthur*, being chapter 122 of the Acts passed in the seventeenth year of the reign of His Majesty King George the Fifth, it was enacted that all sales of land in the city of Port Arthur made prior to the first day of January, A.D. 1926, by the corporation of the said city for arrears of taxes and costs in respect of lands so sold, should be thereby validated and confirmed, and all conveyances of lands so sold executed by the mayor and treasurer of the said city purporting to convey the said lands so sold to the purchaser of the said lands or his assigns should be validated and confirmed; and whereas in order to carry out a sale of the said lands by the city of Port Arthur and to correct the descriptions of the lands contained in the said deed 8036 D., special legislation as prayed for is desirable and necessary; and whereas the council of the city of Port Arthur has by its petition represented that it is desirable and in the interests of the corporation to validate and confirm all sales of land purporting to be made for arrears of taxes and costs made prior to the 1st day of January, A.D. 1928, and all conveyances of such land made pursuant thereto; and whereas doubts have arisen as to the power of the General Hospital of Port Arthur to issue debentures and it is desirable that the General Hospital of Port Arthur should be authorized to

issue debentures and that the corporation of the city of Port Arthur should be authorized to guarantee the payment of the principal and interest of any such debentures; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

Short title.

1. This Act may be cited as *The City of Port Arthur Act, 1929*.

Certain
lands sold at
tax sale
declared
vested
in city.

2. The following lands in the city of Port Arthur, in the district of Thunder Bay and Province of Ontario, namely: All and singular that certain parcel or tract of land under the waters of Thunder Bay, in the district of Thunder Bay and Province of Ontario, being composed of a portion of water lot 4-P which is located opposite sections thirty-seven (37), thirty-eight (38) and thirty-nine (39), in the township of McIntyre now in the city of Port Arthur and which said portion is more particularly described as follows:

Commencing at the point where the northeasterly limit of parcel B, as shown on plan number M-90 as entered in the Land Titles Office at Port Arthur, intersects the southeasterly limit of the said water lot; thence northeasterly along the said southeasterly limit of the said water lot, to a point which is distant four hundred and fifty (450) feet measured northeasterly from and at right angles to the said limit of the said parcel B and which said point is the place of commencement for this description; thence continuing northeasterly along the said limit of water lot to a point in the same which is distant nine hundred (900) feet measured northeasterly from and at right angles to the said limit of the said parcel B; thence northwesterly and parallel to the said limit of the said parcel B to a point in the northwesterly limit of the said water lot; thence southwesterly along the said northwesterly limit of water lot, to a point where the same is intersected by a line drawn northwesterly from the point of commencement and parallel to the said northeasterly limit of the said parcel B; thence southeasterly and parallel to the said limit of the said parcel B to the point of commencement, were intended to be and were under the description marked "1" in the above in part recited tax deed number 8036 D. legally and validly granted and conveyed to and vested in the corporation of the city of Port Arthur in fee simple, free and

clear of and from all right, title and interest whatsoever of any other person, firm or corporation whomsoever and free and clear of all charges and encumbrances thereon.

3. The following lands in the city of Port Arthur, in the district of Thunder Bay and Province of Ontario, namely: Certain lands sold at tax sale declared vested in city. All and singular that certain parcel or tract of land under the waters of Thunder Bay, in the district of Thunder Bay and Province of Ontario, being composed of a portion of water lot 4-P which is located opposite sections thirty-seven (37), thirty-eight (38), and thirty-nine (39) in the township of McIntyre now in the city of Port Arthur and which said portion is more particularly described as follows:

All that portion of the said water lot lying to the north and east of a line drawn northwesterly and parallel to the northeasterly limit of parcel B, as shown on plan number M-90, as entered in the Land Titles Office at Port Arthur, from a point in the southeasterly limit of the said water lot which said point is distant eighteen hundred (1,800) feet, measured on a line drawn northeasterly from and at right angles to the said limit of the said parcel B.

Excepting therefrom that portion of the above described land which is described as follows: Commencing at the point where the southerly production of the westerly limit of mining location seven (7) Savigney's Survey (McIntyre) joins the southeasterly limit of the said water lot; thence southwesterly, along the said southeasterly limit of water lot, one hundred (100) feet; thence northerly and parallel to the said southerly production to a point in the northerly limit of the said water lot; thence easterly, along the said northerly limit of water lot, to the point where the same is intersected by the said southerly production; thence southerly, along the said southerly production to the point of commencement.

And together with all rights of ingress and egress appurtenant to the above described parcel of land over and upon that portion of the lands above excepted described as follows: Commencing at the point where the southerly production of the westerly limit of the said mining location seven (7) joins the southeasterly limit of the said water lot; thence southwesterly, along the said southeasterly limit of the said water lot, one hundred (100) feet; thence northerly and parallel to the said southerly produc-

tion one hundred feet (100); thence in a straight line to the point of commencement, were intended to be and were under the description marked "2" in the above in part recited tax deed number 8036 D. legally and validly granted and conveyed to and vested in the corporation of the city of Port Arthur in fee simple, free and clear of and from all right, title and interest whatsoever of any other person, firm or corporation whomsoever and free and clear of all charges and encumbrances thereon.

Construction
of tax deed
8036

4. The said registered tax deed number 8036 D. for Port Arthur D. shall be construed and read as if at the time of the execution and delivery thereof and at the time of the registration thereof the description set forth in detail in sections 2 and 3 of this Act had been inserted therein as the descriptions marked "1" and "2" respectively instead of the descriptions actually set out as "1" and "2" therein.

Tax sales
and deeds
confirmed.

5.—(1) All sales of land in the city of Port Arthur made prior to the 1st day of January, 1928, and which purport to be made by the corporation of the said city for arrears of taxes and costs in respect of lands so sold are hereby validated and confirmed and all conveyances of land so sold executed by the mayor and treasurer of the said city, purporting to convey the said lands so sold to the purchaser or his assigns, are hereby validated and confirmed, and shall have the effect of vesting the lands so sold and conveyed, or purported to be sold and conveyed, and the same are hereby vested in the purchaser or his assigns and his and their heirs and assigns in fee simple, free and clear of and from all right, title, and interest whatsoever of the owners thereof at the time of such sale or their assigns and of all charges and encumbrances thereon, except taxes accrued since those for non-payment whereof the said lands were sold.

Case of
corporation
as purchaser.

(2) Subsection 1 of this section shall extend and apply to cases where the said city or any person or persons in trust for it, or in its behalf, became the purchaser of lands at any such tax sale.

Pending
litigation not
affected.

(3) Nothing in this section contained shall affect any action, litigation or other proceeding now pending, but the same may be proceeded with and finally adjudicated upon in the same manner and to the same extent as if this section had not been passed.



Power
of General
Hospital
to issue
debentures.

6.—(1) The General Hospital of Port Arthur shall be deemed to have had at all times since its incorporation power to borrow money from time to time by the issue and sale of

debentures or otherwise whether secured by mortgage on the property of the hospital or not so secured.

(2) The council of the corporation of the city of Port Arthur may from time to time aid The General Hospital of Port Arthur by guaranteeing payment of the principal and interest of any debentures hereafter issued by the said hospital and the hospital may give to the corporation and the corporation may take from the hospital any security which the corporation may deem advisable as security for any such guarantee; provided that it shall not be necessary to submit to the electors qualified to vote on money by-laws for their assent any by-law or by-laws of the corporation guaranteeing the payment of the principal and interest of debentures of an aggregate principal amount not exceeding \$200,000 hereafter issued by the said hospital.

(3) Any debentures issued by The General Hospital of Port Arthur, the payment of the principal and interest of which is guaranteed by the corporation of the city of Port Arthur pursuant to this Act, shall be legal, valid and binding upon the General Hospital and the guarantee of any such debentures by the corporation shall be legal, valid and binding upon the corporation of the city of Port Arthur.

 7. The provisions of this Act other than section 5 shall come into force on the day upon which it receives the Royal Assent. Section 5 shall come into force on July 1st, 1929. 



Ontario.
19 George V, 1929.

BILL.

An Act respecting the City of Port Arthur.

1st Reading

February 6th, 1929.

2nd Reading

March 13th, 1929.

3rd Reading

MR. HOGARTH.

*(Reprinted as amended by the Private Bills
Committee.)*

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Port Arthur.

WHEREAS the corporation of the city of Port Arthur ^{Preamble.} has by its petition represented that the descriptions of the lands respectively described under the numbers "1" and "2" in a tax deed from the mayor and deputy treasurer of the corporation of the city of Port Arthur to the corporation of the city of Port Arthur, dated the 21st day of May, A.D. 1926, and registered in the registry office for the registry division of Port Arthur on the 27th day of May, A.D. 1926, as number 8036 D. for Port Arthur D. were intended to cover and include the lands hereinafter described, and that the lands granted and conveyed under the said deed 8036 D. were lands sold for taxes by the city of Port Arthur prior to the first day of January, A.D. 1926, and that the said tax deed 8036 D. was a conveyance of lands so sold executed by the mayor and treasurer of the said city; and whereas by special legislation set out in *An Act respecting the City of Port Arthur*, being chapter 122 of the Acts passed in the seventeenth year of the reign of His Majesty King George the Fifth, it was enacted that all sales of land in the city of Port Arthur made prior to the first day of January, A.D. 1926, by the corporation of the said city for arrears of taxes and costs in respect of lands so sold, should be thereby validated and confirmed, and all conveyances of lands so sold executed by the mayor and treasurer of the said city purporting to convey the said lands so sold to the purchaser of the said lands or his assigns should be validated and confirmed; and whereas in order to carry out a sale of the said lands by the city of Port Arthur and to correct the descriptions of the lands contained in the said deed 8036 D., special legislation as prayed for is desirable and necessary; and whereas the council of the city of Port Arthur has by its petition represented that it is desirable and in the interests of the corporation to validate and confirm all sales of land purporting to be made for arrears of taxes and costs made prior to the 1st day of January, A.D. 1928, and all conveyances of such land made pursuant thereto; and whereas doubts have arisen as to the power of the General Hospital of Port Arthur to issue debentures and it is desirable that the General Hospital of Port Arthur should be authorized to

issue debentures and that the corporation of the city of Port Arthur should be authorized to guarantee the payment of the principal and interest of any such debentures; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

Short title.

1. This Act may be cited as *The City of Port Arthur Act, 1929*.

Certain lands sold at tax sale declared vested in city.

2. The following lands in the city of Port Arthur, in the district of Thunder Bay and Province of Ontario, namely: All and singular that certain parcel or tract of land under the waters of Thunder Bay, in the district of Thunder Bay and Province of Ontario, being composed of a portion of water lot 4-P which is located opposite sections thirty-seven (37), thirty-eight (38) and thirty-nine (39), in the township of McIntyre now in the city of Port Arthur and which said portion is more particularly described as follows:

Commencing at the point where the northeasterly limit of parcel B, as shown on plan number M-90 as entered in the Land Titles Office at Port Arthur, intersects the southeasterly limit of the said water lot; thence northeasterly along the said southeasterly limit of the said water lot, to a point which is distant four hundred and fifty (450) feet measured northeasterly from and at right angles to the said limit of the said parcel B and which said point is the place of commencement for this description; thence continuing northeasterly along the said limit of water lot to a point in the same which is distant nine hundred (900) feet measured northeasterly from and at right angles to the said limit of the said parcel B; thence northwesterly and parallel to the said limit of the said parcel B to a point in the northwesterly limit of the said water lot; thence southwesterly along the said northwesterly limit of water lot, to a point where the same is intersected by a line drawn northwesterly from the point of commencement and parallel to the said northeasterly limit of the said parcel B; thence southeasterly and parallel to the said limit of the said parcel B to the point of commencement, were intended to be and were under the description marked "1" in the above in part recited tax deed number 8036 D, legally and validly granted and conveyed to and vested in the corporation of the city of Port Arthur in fee simple, free and

clear of and from all right, title and interest whatsoever of any other person, firm or corporation whomsoever and free and clear of all charges and encumbrances thereon.

3. The following lands in the city of Port Arthur, in the district of Thunder Bay and Province of Ontario, namely: Certain lands sold at tax sale declared vested in city
All and singular that certain parcel or tract of land under the waters of Thunder Bay, in the district of Thunder Bay and Province of Ontario, being composed of a portion of water lot 4-P which is located opposite sections thirty-seven (37), thirty-eight (38), and thirty-nine (39) in the township of McIntyre now in the city of Port Arthur and which said portion is more particularly described as follows:

All that portion of the said water lot lying to the north and east of a line drawn northwesterly and parallel to the northeasterly limit of parcel B, as shown on plan number M-90, as entered in the Land Titles Office at Port Arthur, from a point in the southeasterly limit of the said water lot which said point is distant eighteen hundred (1,800) feet, measured on a line drawn northeasterly from and at right angles to the said limit of the said parcel B.

Excepting therefrom that portion of the above described land which is described as follows: Commencing at the point where the southerly production of the westerly limit of mining location seven (7) Savigney's Survey (McIntyre) joins the southeasterly limit of the said water lot; thence southwesterly, along the said southeasterly limit of water lot, one hundred (100) feet; thence northerly and parallel to the said southerly production to a point in the northerly limit of the said water lot; thence easterly, along the said northerly limit of water lot, to the point where the same is intersected by the said southerly production; thence southerly, along the said southerly production to the point of commencement.

And together with all rights of ingress and egress appurtenant to the above described parcel of land over and upon that portion of the lands above excepted described as follows: Commencing at the point where the southerly production of the westerly limit of the said mining location seven (7) joins the southeasterly limit of the said water lot; thence southwesterly, along the said southeasterly limit of the said water lot, one hundred (100) feet; thence northerly and parallel to the said southerly produc-

tion one hundred feet (100); thence in a straight line to the point of commencement, were intended to be and were under the description marked "2" in the above in part recited tax deed number 8036 D. legally and validly granted and conveyed to and vested in the corporation of the city of Port Arthur in fee simple, free and clear of and from all right title and interest whatsoever of any other person, firm or corporation whomsoever and free and clear of all charges and encumbrances thereon.

Construction
of tax deed
8036.

4. The said registered tax deed number 8036 D. for Port Arthur D. shall be construed and read as if at the time of the execution and delivery thereof and at the time of the registration thereof the description set forth in detail in sections 2 and 3 of this Act had been inserted therein as the descriptions marked "1" and "2" respectively instead of the descriptions actually set out as "1" and "2" therein.

Tax sales
and deeds
confirmed.

5.—(1) All sales of land in the city of Port Arthur made prior to the 1st day of January, 1928, and which purport to be made by the corporation of the said city for arrears of taxes and costs in respect of lands so sold are hereby validated and confirmed and all conveyances of land so sold executed by the mayor and treasurer of the said city, purporting to convey the said lands so sold to the purchaser or his assigns, are hereby validated and confirmed, and shall have the effect of vesting the lands so sold and conveyed, or purported to be sold and conveyed, and the same are hereby vested in the purchaser or his assigns and his and their heirs and assigns in fee simple, free and clear of and from all right, title, and interest whatsoever of the owners thereof at the time of such sale or their assigns and of all charges and encumbrances thereon, except taxes accrued since those for non-payment whereof the said lands were sold.

Case of
corporation
as purchaser

(2) Subsection 1 of this section shall extend and apply to cases where the said city or any person or persons in trust for it, or in its behalf, became the purchaser of lands at any such tax sale.

Pending
litigation not
affected.

(3) Nothing in this section contained shall affect any action, litigation or other proceeding now pending, but the same may be proceeded with and finally adjudicated upon in the same manner and to the same extent as if this section had not been passed.

Power
of General
Hospital
to issue
debentures.

6.—(1) The General Hospital of Port Arthur shall be deemed to have had at all times since its incorporation power to borrow money from time to time by the issue and sale of

debentures or otherwise whether secured by mortgage on the property of the hospital or not so secured.

(2) The council of the corporation of the city of Port Arthur may from time to time aid The General Hospital of Port Arthur by guaranteeing payment of the principal and interest of any debentures hereafter issued by the said hospital and the hospital may give to the corporation and the corporation may take from the hospital any security which the corporation may deem advisable as security for any such guarantee; provided that it shall not be necessary to submit to the electors qualified to vote on money by-laws for their assent any by-law or by-laws of the corporation guaranteeing the payment of the principal and interest of debentures of an aggregate principal amount not exceeding \$200,000 hereafter issued by the said hospital.

(3) Any debentures issued by The General Hospital of Port Arthur, the payment of the principal and interest of which is guaranteed by the corporation of the city of Port Arthur pursuant to this Act, shall be legal, valid and binding upon the General Hospital and the guarantee of any such debentures by the corporation shall be legal, valid and binding upon the corporation of the city of Port Arthur.

7. The provisions of this Act other than section 5 shall come into force on the day upon which it receives the Royal Assent. Section 5 shall come into force on July 1st, 1929.



Ontario.
19 George V, 1929.

BILL.

An Act respecting the City of Port Arthur.

1st Reading

February 6th, 1929.

2nd Reading

March 13th, 1929.

3rd Reading

March 18th, 1929.

MR. HOGARTH.

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of St. Thomas.

WHEREAS the municipal corporation of the city of St. Thomas has, by its petition, represented that pursuant to by-law No. 1862 of the corporation, approved by the rate-payers and ratified by 1 George V. Chapter 115, the said corporation, in the year 1910, loaned to The C. Norsworthy Company, Limited, the sum of \$10,000, payable within ten years from the date of the loan, and as security for the repayment thereof the company executed and delivered to the corporation a mortgage bearing date the 10th day of October, 1910, upon all the real and personal property of the company, in the city of St. Thomas; and that the company still owes the corporation the sum of \$6,833.35 in respect of the said loan and has requested the corporation to release from the said mortgage all goods and chattels covered by the said mortgage, and to accept payment of the said loan in ten equal annual instalments, which the corporation has agreed to do; and whereas the said municipal corporation has by its petition prayed that an Act may be passed for the purposes aforesaid; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. This Act may be cited as *The City of St. Thomas Act*, Short title.
1929.

2. The corporation of the city of St. Thomas may release from a certain mortgage dated the 10th day of October, 1910, and registered in the registry office for the registry division of the County of Elgin on the 22nd day of October, 1910, as No. 33432 for St. Thomas, and filed in the office of the Clerk of the county court of the county of Elgin on the 15th day of April, 1911 as No. 8427, all goods and chattels covered by the said mortgage. Release of goods and chattels from mortgage.

3. The corporation of the city of St. Thomas may extend the time for payment of the interest on the said mortgage Extension of time for payment of mortgage.

which was overdue on March 23rd, 1928, as well as the principal of the said mortgage past due so as to make the same payable in ten equal annual instalments, the first of such instalments to be paid upon the 23rd day of March, 1929.

Ancillary
powers.

4. The council of the said municipal corporation may pass all by-laws required to carry into effect the provisions of this Act and it shall not be necessary to submit the same for the assent of the electors.

Commence-
ment of
Act.

5. This Act shall come into force on the day upon which it receives the Royal Assent.

Ontario.
19 George V, 1929.

BILL.

An Act respecting the City of St. Thomas.

1st Reading

2nd Reading

3rd Reading

Mr. MACDIARMID.

(*Private Bill.*)

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of St. Thomas.

WHEREAS the municipal corporation of the city of St. ^{Preamble} Thomas has, by its petition, represented that pursuant to by-law No. 1862 of the corporation, approved by the rate-payers and ratified by 1 George V, Chapter 115, the said corporation, in the year 1910, loaned to The C. Norsworthy Company, Limited, the sum of \$10,000, payable within ten years from the date of the loan, and as security for the repayment thereof the company executed and delivered to the corporation a mortgage bearing date the 10th day of October, 1910, upon all the real and personal property of the company, in the city of St. Thomas; and that the company still owes the corporation the sum of \$6,833.35 in respect of the said loan and has requested the corporation to release from the said mortgage all goods and chattels covered by the said mortgage, and to accept payment of the said loan in ten equal annual instalments, which the corporation has agreed to do; and whereas the said municipal corporation has by its petition prayed that an Act may be passed for the purposes aforesaid; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. This Act may be cited as *The City of St. Thomas Act*, ^{Short title.} 1929.

2. The corporation of the city of St. Thomas may release ^{Release of} from a certain mortgage dated the 10th day of October, 1910, ^{goods and} and registered in the registry office for the registry division ^{chattels} of the County of Elgin on the 22nd day of October, 1910, as ^{from} No. 33432 for St. Thomas, and filed in the office of the Clerk ^{mortgage.} of the county court of the county of Elgin on the 15th day of April, 1911 as No. 8427, all goods and chattels covered by the said mortgage.

3. The corporation of the city of St. Thomas may extend ^{Extension} the time for payment of the interest on the said mortgage ^{of time,} for payment ^{of mortgage.}

which was overdue on March 23rd, 1928, as well as the principal of the said mortgage past due so as to make the same payable in ten equal annual instalments, the first of such instalments to be paid upon the 23rd day of March, 1929.

Ancillary
powers,

4. The council of the said municipal corporation may pass all by-laws required to carry into effect the provisions of this Act and it shall not be necessary to submit the same for the assent of the electors.

Commence-
ment of
Act.

5. This Act shall come into force on the day upon which it receives the Royal Assent.

Ontario.
19 George V, 1929.

BILL.

An Act respecting the City of St. Thomas.

1st Reading

February 5th, 1929.

2nd Reading

February 27th, 1929.

3rd Reading

March 8th, 1929.

MR. MACDARMID.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Guelph.

WHILEAS the corporation of the city of Guelph has by its Preamble. petition represented that a certain by-law being number 1953 of the city of Guelph, was passed by the council of the said city submitting to the electors the question as to whether they were in favour of changing the system of local civic government by electing annually a mayor and eleven aldermen by a general vote of the electors; and whereas the said question was duly submitted to the qualified electors of the city of Guelph on the seventh day of January, 1929, and the said electors by a majority of the votes voted in favour of the said change; and whereas the corporation of the council of the city of Guelph is desirous of carrying into effect the change referred to in the said question and approved by the electors, as aforesaid; and whereas the said corporation has also, by its petition represented that it is desirous of issuing debentures of the said corporation to any amount up to \$178,000 bearing interest at the rate of four and one-half per centum per annum and payable at any time within ten years in order to pay off the amount owing by it under *The Municipal Housing Act, 1920*; and whereas the said corporation has by its petition prayed that an Act may be passed for the above mentioned purposes; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The City of Guelph Act, 1929*. Short title.

2. For the year 1930 and thereafter the council of the city Composition of council. of Guelph shall be composed of a mayor and eleven aldermen elected annually by a general vote of the qualified electors of the said city. The said election shall be held and conducted in accordance with the provisions of *The Municipal Act* for Rev Stat., c. 233. the election of mayor and aldermen.

3. The council elected for the year 1930, in the manner Powers of council.

aforesaid, and thereafter, shall possess and exercise all the powers and rights of the council of the said city for the year 1929.

Composition
of Board of
Light and
Heat Com-
missioners.

4. —(1) The Board of Light and Heat Commissioners of the city of Guelph shall consist of three members of whom the mayor shall *ex-officio* be one, and one of the other shall be appointed by the municipal council at its first meeting in each year and shall hold office for two years. For the year 1930 the third member of the said board shall be that one who has been appointed in the year 1929 for two years and he shall continue to hold office until the expiration of the term for which he was appointed. The commissioners to be appointed by the council as aforesaid shall not be members of the said council.

Powers of
Commission
Rev. Stat.,
c. 249.

(2) The said commission when so constituted shall be a commission under the provisions of Part III of *The Public Utilities Act* and shall have and possess the control and management of the construction, operation and maintenance of all works undertaken by the city of Guelph for the distribution and supply of electrical power or energy and of gas, and all other matters or things incidental thereto, pursuant to the provisions in that behalf contained in *The Public Utilities Act* and *The Power Commission Act*.

Rev. Stat.,
c. 57.

Clerk
ex-officio
member of
committees
and duties.

5. The clerk of the corporation of the city of Guelph shall be an *ex-officio* member of all committees of the council of the city with the right to take part in the discussion thereof, but without the right to vote upon any question; and it shall be the duty of the city clerk, in addition to all other duties imposed upon him under *The Municipal Act* or other Acts, to recommend from time to time to the various committees of the council for adoption such measures as he may deem necessary or expedient, and the said clerk shall at all times keep the said committee fully advised as to the financial and other needs of the corporation, and as to all work and matters pertaining to the work of the various committees of the said council.

Application
of Rev. Stat
cc. 233
219, 248

6. The provisions of *The Municipal Act*, *The Public Utilities Act*, and *The Public Parks Act*, or any of them in respect of civic government within the city of Guelph shall apply except where inconsistent with the provisions of this Act.

Repeal of
1924, c. 65,
ss. 2, 3, 4, 5
6 and 7.

7. Sections 2, 3, 4, 5, 6 and 7 of the Act passed in 1924 and chaptered 65, shall be deemed to be repealed on and after the first day of January, 1930.

8. In order to pay the amount owing by the city of Guelph ^{Power} under *The Municipal Housing Act, 1920*, it shall be lawful for ^{to raise} the council of the said city to pass a by-law at any time ^{\$178,000 for} within five years from January 1st, 1929, for the issue of ^{amount} debentures to any amount not exceeding \$178,000 and bearing ^{owing under} interest at the rate of four and one-half per centum per annum ^{1920, c. 84} and payable at any time within ten years from January 1st, ^{Assent of} 1929. It shall not be necessary to submit any such by-law ^{electors not} to the vote of the electors. ^{required.}

9. This Act shall come into force on the day upon which ^{Commence-} it receives the Royal Assent. ^{ment of}
^{Act.}

BILL.

An Act respecting the City of Cinelph.

1st Reading.

2nd Reading.

3rd Reading.

MR. MARTIN (Brantford).

Private Bill.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Guelph.

WHEREAS the corporation of the city of Guelph has by its ^{Preamble,} petition represented that a certain by-law being number 1953 of the city of Guelph, was passed by the council of the said city submitting to the electors the question as to whether they were in favour of changing the system of local civic government by electing annually a mayor and eleven aldermen by a general vote of the electors; and whereas the said question was duly submitted to the qualified electors of the city of Guelph on the seventh day of January, 1929, and the said electors by a majority of the votes voted in favour of the said change; and whereas the corporation of the council of the city of Guelph is desirous of carrying into effect the change referred to in the said question and approved by the electors, as aforesaid; and whereas the said corporation has also, by its petition represented that it is desirous of issuing debentures of the said corporation to any amount up to \$178,000 bearing interest at the rate of four and one-half per centum per annum and payable at any time within ten years in order to pay off the amount owing by it under *The Ontario Housing Act, 1919*; and whereas the said corporation has by its petition prayed that an Act may be passed for the above mentioned purposes; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The City of Guelph Act, 1929*, ^{Short title,}
2. For the year 1930 and thereafter the council of the city ^{Composition} of Guelph shall be composed of a mayor and eleven aldermen ^{of council.} elected annually by a general vote of the qualified electors of the said city. The said election shall be held and conducted in accordance with the provisions of *The Municipal Act* for ^{Rev. Stat.,} the election of mayor and aldermen. ^{c. 233.}

3. The council elected for the year 1930, in the manner ^{Powers} ^{of council.}

aforesaid, and thereafter, shall possess and exercise all the powers and rights of the council of the said city for the year 1929.

Composition
of Board of
Light and
Heat Com-
missioners.

4.—(1) The Board of Light and Heat Commissioners of the city of Guelph shall consist of three members of whom the mayor shall *ex-officio* be one, and one of the other shall be appointed by the municipal council at its first meeting in each year and shall hold office for two years. For the year 1930 the third member of the said board shall be that one who has been appointed in the year 1929 for two years and he shall continue to hold office until the expiration of the term for which he was appointed. The commissioners to be appointed by the council as aforesaid shall not be members of the said council.

Powers of
Commission.
Rev. Stat.,
c. 249.

(2) The said commission when so constituted shall be a commission under the provisions of Part III of *The Public Utilities Act* and shall have and possess the control and management of the construction, operation and maintenance of all works undertaken by the city of Guelph for the distribution and supply of electrical power or energy and of gas, and all other matters or things incidental thereto, pursuant to the provisions in that behalf contained in *The Public Utilities Act* and *The Power Commission Act*.

Rev. Stat.,
c. 57.

Clerk
ex-officio
member of
committees
and duties.

5. The clerk of the corporation of the city of Guelph shall be an *ex-officio* member of all committees of the council of the city with the right to take part in the discussion thereof, but without the right to vote upon any question; and it shall be the duty of the city clerk, in addition to all other duties imposed upon him under *The Municipal Act* or other Acts, to recommend from time to time to the various committees of the council for adoption such measures as he may deem necessary or expedient, and the said clerk shall at all times keep the said committee fully advised as to the financial and other needs of the corporation, and as to all work and matters pertaining to the work of the various committees of the said council.

Application
of Rev. Stat.
cc. 233,
249, 248.

6. The provisions of *The Municipal Act*, *The Public Utilities Act*, and *The Public Parks Act*, or any of them in respect of civic government within the city of Guelph shall apply except where inconsistent with the provisions of this Act.

Repeal of
1924, c. 65,
ss. 2, 3, 4, 5
6 and 7.

7. Sections 2, 3, 4, 5, 6 and 7 of the Act passed in 1924 and chaptered 65, shall be deemed to be repealed on and after the first day of January, 1930.

8. In order to pay the amount owing by the city of Guelph under *The Ontario Housing Act, 1919*, it shall be lawful for the council of the said city to pass a by-law at any time within five years from January 1st, 1929, for the issue of debentures to any amount not exceeding \$178,000 and bearing interest at the rate of four and one-half per centum per annum and payable at any time within ten years from January 1st, 1929. It shall not be necessary to submit any such by-law to the vote of the electors.

Power
to raise
\$178,000 for
amount
owing under
1919, c. 54

Assent of
electors not
required.

9. This Act shall come into force on the day upon which it receives the Royal Assent.

Commence-
ment of
Act.

Ontario.
19 George V, 1929.

BILL.

An Act respecting the City of Guelph.

1st Reading,

February 21st, 1929.

2nd Reading,

3rd Reading,

MR. MARTIN (Brantford).

*(Reprinted as amended by the Private Bills
Committee.)*

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Guelph.

WHEREAS the corporation of the city of Guelph has by its ^{Preamble} petition represented that a certain by-law being number 1953 of the city of Guelph, was passed by the council of the said city submitting to the electors the question as to whether they were in favour of changing the system of local civic government by electing annually a mayor and eleven aldermen by a general vote of the electors; and whereas the said question was duly submitted to the qualified electors of the city of Guelph on the seventh day of January, 1929, and the said electors by a majority of the votes voted in favour of the said change; and whereas the council of the corporation of the city of Guelph is desirous of carrying into effect the change referred to in the said question and approved by the electors, as aforesaid; and whereas the said corporation has also, by its petition represented that it is desirous of issuing debentures of the said corporation to any amount up to \$178,000 bearing interest at the rate of four and one-half per centum per annum and payable at any time within ten years in order to pay off the amount owing by it under *The Ontario Housing Act, 1919*; and whereas the said corporation has by its petition prayed that an Act may be passed for the above mentioned purposes; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The City of Guelph Act, 1929*. ^{Short title.}
2. For the year 1930 and thereafter the council of the city ^{Composition of council.} of Guelph shall be composed of a mayor and eleven aldermen elected annually by a general vote of the qualified electors of the said city. The said election shall be held and conducted in accordance with the provisions of *The Municipal Act* for ^{Rev Stat., c. 233.} the election of mayor and aldermen.

3. The council elected for the year 1930, in the manner ^{Powers of council.}

aforesaid, and thereafter, shall possess and exercise all the powers and rights of the council of the said city for the year 1929.

Composition
of Board of
Light and
Heat Com-
missioners.

4.—(1) The Board of Light and Heat Commissioners of the city of Guelph shall consist of three members of whom the mayor shall *ex-officio* be one, and one of the others shall be appointed by the municipal council at its first meeting in each year and shall hold office for two years. For the year 1930 the third member of the said board shall be that one who has been appointed in the year 1929 for two years and he shall continue to hold office until the expiration of the term for which he was appointed. The commissioners to be appointed by the council as aforesaid shall not be members of the said council.

Powers of
Commission.
Rev. Stat.,
c. 249.

(2) The said commission when so constituted shall be a commission under the provisions of Part III of *The Public Utilities Act* and shall have and possess the control and management of the construction, operation and maintenance of all works undertaken by the city of Guelph for the distribution and supply of electrical power or energy and of gas, and all other matters or things incidental thereto, pursuant to the provisions in that behalf contained in *The Public Utilities Act* and *The Power Commission Act*.

Rev. Stat.,
c. 57.

Clerk
ex-officio
member of
committees
and duties.

5. The clerk of the corporation of the city of Guelph shall be an *ex-officio* member of all committees of the council of the city with the right to take part in the discussion thereof, but without the right to vote upon any question; and it shall be the duty of the city clerk, in addition to all other duties imposed upon him under *The Municipal Act* or other Acts, to recommend from time to time to the various committees of the council for adoption such measures as he may deem necessary or expedient, and the said clerk shall at all times keep the said committee fully advised as to the financial and other needs of the corporation, and as to all work and matters pertaining to the work of the various committees of the said council.

Application
of Rev. Stat.,
c. 232,
249, 248.

6. The provisions of *The Municipal Act*, *The Public Utilities Act*, and *The Public Parks Act*, or any of them in respect of civic government within the city of Guelph shall apply except where inconsistent with the provisions of this Act.

Repeal of
1924, c. 65,
ss. 2, 3, 4, 5,
6 and 7.

7. Sections 2, 3, 4, 5, 6 and 7 of the Act passed in 1924 and chaptered 65, shall be deemed to be repealed on and after the first day of January, 1930.

8. In order to pay the amount owing by the city of Guelph ^{Power to raise} under *The Ontario Housing Act, 1919*, it shall be lawful for ^{\$178,000 for} the council of the said city to pass a by-law at any time ^{amount} within five years from January 1st, 1929, for the issue of ^{owing under} debentures to any amount not exceeding \$178,000 and bearing ^{1919, c. 51.} interest at the rate of four and one-half per centum per annum and payable at any time within ten years from January 1st, ^{Assent of} 1929. It shall not be necessary to submit any such by-law ^{electors not} to the vote of the electors. ^{required.}

9. This Act shall come into force on the day upon which ^{Commence-} it receives the Royal Assent. ^{ment of}
^{Act.}

Ontario.
19 George V, 1929.

BILL.

An Act respecting the City of Guelph.

1st Reading,

February 21st, 1929.

2nd Reading,

February 25th, 1929.

3rd Reading,

March 1st, 1929.

Mr. MARTIN (Brantford).

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Village of Richmond Hill.

WHEREAS the corporation of the village of Richmond Hill has, by petition, represented that it has incurred a floating debt amounting to Thirteen thousand, three hundred dollars (\$13,300), which has accumulated over a period of years through the construction of waterworks, roads and an arena, in addition to the ordinary expenses of the corporation, for payment of which no fund has been provided; and whereas the said corporation has represented that to liquidate the said floating indebtedness forthwith, in addition to meeting the ordinary annual expenditures, would be unduly oppressive to the ratepayers and has prayed that power shall be granted to consolidate the said debt and to issue debentures therefor in an amount not exceeding Thirteen thousand, three hundred dollars (\$13,300), payable within ten years after the issue thereof; and whereas it is expedient to grant the prayer of the said petition; Preamble.

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Village of Richmond Hill Act, 1929.* Short title.

2. The floating debt of the corporation of the village of Richmond Hill is consolidated at the sum of Thirteen thousand, three hundred dollars (\$13,300) and the said corporation may borrow by a special issue of debentures a sum not exceeding Thirteen thousand, three hundred dollars (\$13,300) for the purpose of paying the said floating debt. Floating debt consolidated.

3. The said debentures shall be made payable in not more than ten years from the date of the issue thereof and shall bear interest at a rate not exceeding five per centum per annum and may be issued either with or without coupons attached thereto for interest and shall be payable at such place or places as the corporation may deem expedient. Term of debentures and interest.

Payment
on instal-
ment plan.

4. The said debentures shall be payable in equal annual instalments of principal and interest, in such manner and of such amounts that the amount payable for principal and interest in any year shall be equal as nearly as may be to what is payable for principal and interest during each of the other years of the period within which the said debt is to be discharged.

Special rate.

5. The said corporation shall levy and collect in each year during the period within which the said debt is payable, in addition to all other rates, a special rate sufficient to produce and pay the annual instalments of principal and interest falling due upon the said debentures.

Application
of proceeds
of de-
bentures.

6. The said debentures and all moneys arising from the sale thereof shall be applied in payment of the said floating debt of Thirteen thousand, three hundred dollars (\$13,300) and for no other purpose.

Assent of
electors
not required.

7. It shall not be necessary to obtain the assent of the electors of the village of Richmond Hill to the passing of any by-law which shall be passed under the authority of this Act or to observe the formalities in relation thereto prescribed by *The Municipal Act*.

Rev. Stat.,
c. 233

Irregularity
in form
not to
invalidate

8. No irregularity in the form of the said debentures, or any of them, or of any by-law authorizing the issue thereof, shall render the same invalid or illegal, or be allowed as a defence to any action brought against the said corporation for the recovery of said debentures or interest or any part thereof; and the purchaser or holder thereof shall not be bound to enquire as to the necessity of passing such by-law or issuing debentures or as to the application of the proceeds thereof.

Treasurer
to keep
proper books
of account.

9. It shall be the duty of the treasurer for the time being, of the said village, to keep, and it shall be the duty of each of the members, from time to time, of the council to procure such treasurer to keep, and see that he does keep, a proper book of account, setting forth a full and particular statement, so that the same shall at all times show the number of debentures which from time to time shall be issued under the powers conferred by this Act, and the respective amounts payment of which is thereby secured, and the times at which the said debentures shall respectively become due and payable, and the several amounts which shall, from time to time, be realized from the sales or negotiations of the said debentures and the application which shall, from time to time, be made of the said amounts; and the said book of account and statement shall at all times, and at all reasonable hours, be

open to the inspection of any ratepayer of the said village, and of any of the holders, from time to time, of the debentures which shall be issued under the powers hereby conferred, or any of such debentures.

10. This Act shall come into force on the day upon which it receives the Royal Assent. Commence-
ment of Act.

BILL.

An Act respecting the Village of
Richmond Hill.

1st Reading.

2nd Reading.

3rd Reading.

MR. MACAULAY.

(*Private Bill.*)

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Village of Richmond Hill.

WHEREAS the corporation of the village of Richmond Hill has, by petition, represented that it has incurred a floating debt amounting to Thirteen thousand, three hundred dollars (\$13,300), which has accumulated over a period of years through the construction of waterworks, roads and an arena, in addition to the ordinary expenses of the corporation, for payment of which no fund has been provided; and whereas the said corporation has represented that to liquidate the said floating indebtedness forthwith, in addition to meeting the ordinary annual expenditures, would be unduly oppressive to the ratepayers and has prayed that power shall be granted to consolidate the said debt and to issue debentures therefor in an amount not exceeding Thirteen thousand, three hundred dollars (\$13,300), payable within ten years after the issue thereof; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Village of Richmond Hill Act, 1929*.

2. The floating debt of the corporation of the village of Richmond Hill is consolidated at the sum of Thirteen thousand, three hundred dollars (\$13,300) and the said corporation may borrow by a special issue of debentures a sum not exceeding Thirteen thousand, three hundred dollars (\$13,300) for the purpose of paying the said floating debt.

3. The said debentures shall be made payable in not more than ten years from the date of the issue thereof and shall bear interest at a rate not exceeding five per centum per annum and may be issued either with or without coupons attached thereto for interest and shall be payable at such place or places as the corporation may deem expedient.

Payment
on instal-
ment plan.

4. The said debentures shall be payable in equal annual instalments of principal and interest, in such manner and of such amounts that the amount payable for principal and interest in any year shall be equal as nearly as may be to what is payable for principal and interest during each of the other years of the period within which the said debt is to be discharged.

Special rate.

5. The said corporation shall levy and collect in each year during the period within which the said debt is payable, in addition to all other rates, a special rate sufficient to produce and pay the annual instalments of principal and interest falling due upon the said debentures.

Application
of proceeds
of de-
bentures.

6. The said debentures and all moneys arising from the sale thereof shall be applied in payment of the said floating debt of Thirteen thousand, three hundred dollars (\$13,300) and for no other purpose.

Assent of
electors
not required.

7. It shall not be necessary to obtain the assent of the electors of the village of Richmond Hill to the passing of any by-law which shall be passed under the authority of this Act or to observe the formalities in relation thereto prescribed by *The Municipal Act*.

Rev. Stat.,
c. 233.

Irregularity
in form
not to
invalidate.

8. No irregularity in the form of the said debentures, or any of them, or of any by-law authorizing the issue thereof, shall render the same invalid or illegal, or be allowed as a defence to any action brought against the said corporation for the recovery of said debentures or interest or any part thereof; and the purchaser or holder thereof shall not be bound to enquire as to the necessity of passing such by-law or issuing debentures or as to the application of the proceeds thereof.

Treasurer
to keep
proper books
of account.

9. It shall be the duty of the treasurer for the time being, of the said village, to keep, and it shall be the duty of each of the members, from time to time, of the council to procure such treasurer to keep, and see that he does keep, a proper book of account, setting forth a full and particular statement, so that the same shall at all times show the number of debentures which from time to time shall be issued under the powers conferred by this Act, and the respective amounts payment of which is thereby secured, and the times at which the said debentures shall respectively become due and payable, and the several amounts which shall, from time to time, be realized from the sales or negotiations of the said debentures and the application which shall, from time to time, be made of the said amounts; and the said book of account and statement shall at all times, and at all reasonable hours, be

open to the inspection of any ratepayer of the said village, and of any of the holders, from time to time, of the debentures which shall be issued under the powers hereby conferred, or any of such debentures.

10. This Act shall come into force on the day upon which ^{Commence-} it receives the Royal Assent. _{ment of Act.}

BILL.

An Act respecting the Village of
Richmond Hill.

1st Reading,

February 5th, 1929.

2nd Reading,

February 27th, 1929.

3rd Reading,

March 8th, 1929.

MR. MACAULAY.

T O R O N T O .

Printed by

The Printer to the King's Most Excellent Majesty

BILL

An Act respecting the City of Galt.

WHEREAS the corporation of the city of Galt has, by Preamble, its petition, represented that after due notice, the following questions, that is to say:

- (a) Are you in favour of an application being made to the Legislature of Ontario to pass an Act to provide that for the year 1930 and thereafter the council of the city of Galt shall be composed of a mayor and ten aldermen, to be elected by a general vote of the electors; that the mayor shall be elected annually by a general vote of the electors?
- (b) Are you in favour of said Act providing that the five aldermen who shall obtain the highest number of votes at the election held for the year 1930 shall hold office for a term of two years and the remainder of the aldermen elected at said election shall hold office for a term of one year; and that in each year thereafter one-half of the said ten aldermen shall be elected by a general vote of the electors and shall hold office for a term of two years?

were submitted to the vote of the municipal electors of the city of Galt, and the majority of said electors voted "Yes" on each question; and that the corporation of the city of Galt is desirous of giving effect to the wishes of the said electors as expressed by said vote; and whereas the said corporation has, by its petition, prayed that it should be enacted as hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly, of the Province of Ontario, enacts as follows:

1. This Act may be cited as *The City of Galt Act, 1929.* Short title.

Composition
of council.

2.—(1) For the year 1930 and thereafter, the council of the city of Galt shall be composed of a mayor and ten aldermen to be elected by a general vote of the electors.

Election of
mayor.

(2) The mayor of said city shall be elected annually by a general vote of the electors.

Term of
office of
aldermen.

(3) The five aldermen who shall obtain the highest number of votes at the election held for the year 1930 shall hold office for a term of two years, and the remainder of the aldermen elected at said election shall hold office for a term of one year; and in each year thereafter one-half of the said ten aldermen shall be elected by a general vote of the electors and shall hold office for a term of two years.

Commence-
ment of Act.

3. This Act shall come into force on the day upon which it receives the Royal Assent.

19 George V, 1929.

BILL.

An Act respecting the City of Galt.

1st Reading

2nd Reading

3rd Reading

MR. HON. M^R. H. H. H.

(*Private Bill.*)

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Galt.

WHEREAS the corporation of the city of Galt has, by Preamble. its petition, represented that after due notice, the following questions, that is to say:

- (a) Are you in favour of an application being made to the Legislature of Ontario to pass an Act to provide that for the year 1930 and thereafter the council of the city of Galt shall be composed of a mayor and ten aldermen, to be elected by a general vote of the electors; that the mayor shall be elected annually by a general vote of the electors?
- (b) Are you in favour of said Act providing that the five aldermen who shall obtain the highest number of votes at the election held for the year 1930 shall hold office for a term of two years and the remainder of the aldermen elected at said election shall hold office for a term of one year; and that in each year thereafter one-half of the said ten aldermen shall be elected by a general vote of the electors and shall hold office for a term of two years?

were submitted to the vote of the municipal electors of the city of Galt, and the majority of said electors voted "Yes" on each question; and that the corporation of the city of Galt is desirous of giving effect to the wishes of the said electors as expressed by said vote; and whereas the said corporation has, by its petition, prayed that it should be enacted as hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. This Act may be cited as *The City of Galt Act, 1929.* Short title.

Composition
of council.

2.—(1) For the year 1930 and thereafter, the council of the city of Galt shall be composed of a mayor and ten aldermen to be elected by a general vote of the electors.

Election of
mayor.

(2) The mayor of said city shall be elected annually by a general vote of the electors.

Term of
office of
aldermen.

(3) The five aldermen who shall obtain the highest number of votes at the election held for the year 1930 shall hold office for a term of two years, and the remainder of the aldermen elected at said election shall hold office for a term of one year; and in each year thereafter one-half of the said ten aldermen shall be elected by a general vote of the electors and shall hold office for a term of two years.

Commence-
ment of Act.

3. This Act shall come into force on the day upon which it receives the Royal Assent.

BILL.

An Act respecting the City of Galt.

1st Reading

February 5th, 1929.

2nd Reading

February 22nd, 1929.

3rd Reading

March 1st, 1929.

MR. HONNUTH.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Grand Lodge of Ontario of the Independent Order of Odd Fellows

WHEREAS a society known as the Right Worthy Grand ^{Preamble} Lodge of Ontario (formerly Canada West) of the Independent Order of Odd Fellows was established and in existence in the Province of Ontario from the year 1855 onward; and whereas William Fitzsimmons and six others, officers of the said society on the 7th day of January, 1875, made a declaration of incorporation in conformity with the fifth section of an Act passed in the thirty-seventh year of the reign of Her late Majesty Queen Victoria by the Legislature of the Province of Ontario entitled *An Act respecting Benevolent, Provident and Other Societies*, where the purpose and object of the said society is set forth to be as follows: "For the mutual relief and protection of its members by making provision, by means of dues, contributions, subscriptions and donations against sickness, misfortune and death, and for relieving the widows and orphan children of members deceased; to govern by sound laws and regulations the branches of the said society which are subordinate to it with a view of insuring co-operation and uniformity of action and of securing more effectually the permanence of the blessings to be derived from the right exercise of those ennobling and heaven-born principles of friendship, love and truth, on which the society is founded," as would appear by the order of His Honour George Duggan, Judge of the county court of the county of York; and whereas by an order of His Honour Joseph Easton McDougall, Judge of the county court of the county of York, made on the 26th day of October, 1887, the name of the said society was changed to the name and style of "The Grand Lodge of Ontario of the Independent Order of Odd Fellows," hereinafter called "The Grand Lodge"; and whereas the Grand Lodge has continued to function down to the present time; and whereas John E. Farewell, Esquire, of the town of Whitby, then Grand Master of the Grand Lodge, and ten other members of the Independent Order of Odd Fellows on the 15th day of May, 1899, made a declaration in accordance with the provisions of chapter 211

of the Revised Statutes of Ontario, 1897, entitled *An Act respecting Benevolent, Provident and Other Societies* wherein "The Ontario Odd Fellows' Home Association," hereinafter called "The Association," became incorporated for the following purposes:

"To provide, establish and maintain a home for the care and maintenance of aged Odd Fellows and the widows of Odd Fellows and for the care, maintenance and education of orphans of Odd Fellows in the Province of Ontario subject to such by-laws, provisions and restrictions as may from time to time be enacted or adopted by the trustees of the said Association," which said declaration of incorporation was approved by an order of His Honour Joseph Easton McDougall, Judge of the county court of the county of York, on the 22nd day of June, A.D. 1899; and whereas the home association has continued to function down to the present time, being supplied with the necessary financial support by the Grand Lodge through assessments levied from time to time on the subordinate lodges working under the said Grand Lodge and is now the registered owner of a property in the city of Toronto bounded on the south by Davenport Road, on the west by Ossington Avenue and on the north by Tyrell Avenue, hereinafter called the home property; and whereas the association is at present governed by a board of trustees elected or appointed in the manner prescribed by Grand Lodge; and whereas by the by-laws of the association, all property, real and personal, possessed by the association is the property of and held in trust for the Grand Lodge; and whereas the Grand Lodge has by its petition prayed that an Act be passed,—

- (a) amalgamating the association with Grand Lodge, definitely vesting the assets of the association in Grand Lodge and authorizing Grand Lodge to carry on the work heretofore undertaken by the association, and to provide from time to time for the proper government, control and maintenance of such home or homes as are now or may hereafter be established by or under authority of Grand Lodge.
- (b) to more definitely set forth and define the powers and objects of Grand Lodge so as to enable Grand Lodge to realize more fully and effectively the purposes and objects for which it was incorporated and for which it has stood throughout the years.
- (c) to authorize the establishment by the said Grand Lodge of an endowment fund; and whereas the home association has by its petition signified its

concurrence with the said petition of Grand Lodge;
and whereas it is expedient to grant the prayer of
the said petition;

Therefore, His Majesty, by and with the advice and
consent of the Legislative Assembly of the Province of
Ontario, enacts as follows:—

1. This Act may be cited as *The Grand Lodge of Ontario* short title,
of the Independent Order of Odd Fellows Act, 1920.

2. The Grand Lodge shall be a mutual benefit society as Grand Lodge to be mutual benefit society
hereinafter constituted with perpetual succession and a
common seal, and shall be called "The Grand Lodge of
Ontario of the Independent Order of Odd Fellows," herein-
after called the Grand Lodge.

3. The association shall be merged with the Grand Lodge Association merged with Grand Lodge to be mutual benefit society
and all property, real and personal, belonging to or held in
trust by the association, including the home property, shall
upon the coming into force of this Act be vested in the Grand
Lodge to be held, used and administered by Grand Lodge,
subject to the provisions of this Act, in accordance with such
by-laws, rules and regulations as are now provided by Grand
Lodge for the government of the Ontario Odd Fellows' home,
or may hereafter be provided by Grand Lodge for the govern-
ment of such home or homes as the Grand Lodge may in
future desire to conduct. Any existing trust created or
declared in any manner whatsoever, for or in favour of the
association prior to the coming into force of this Act shall
continue to exist and be performed as a trust for or in favour
of the Grand Lodge and any bequests or legacies that shall
hereafter be made to the association, shall belong to and enure
to the benefit of Grand Lodge.

4. All property vested by this Act in the Grand Lodge Vesting subject to liabilities
shall remain liable for the payment or satisfaction of any
debt or obligation heretofore contracted or incurred in respect
thereto to the same extent as it would have been liable there-
for had this Act not been passed.

5. The constitution and by-laws of the Grand Lodge as Constitution and by-laws
they exist at the time of passing of this Act are hereby
declared to be the constitution and by-laws of the said Grand
Lodge, but they or any of them may be added to, amended
or repealed and others substituted therefor as provided in the
said constitution and by-laws and in accordance with the
terms of this Act.

6. The officers of Grand Lodge at the time of the passing Officers,
of this Act shall be the officers of the said Grand Lodge and

shall retain their respective offices until others shall be elected or appointed in their places under the provisions of the constitution and by-laws.

Objects. 7. The objects of the said Grand Lodge shall be as follows:

Jurisdiction
as superior
tribunal

- (a) The exercise of jurisdiction in Odd Fellowship within the Province of Ontario to the end that it may be the superior tribunal of all subordinate and Rebekah lodges in the said province and of the Rebekah assembly of the Province of Ontario, and having within its jurisdiction the sole right and power of granting, suspending or annulling charters for proper cause, of enacting a form of constitution and rules of order for the government of its subordinate lodges, of receiving, hearing and determining appeals from the decisions of said subordinate lodges and the officers thereof, of framing by-laws and rules for its own government, of regulating the means of its own support, of performing all such other acts and things as shall have for their object the promotion of the true and best interest of the order or shall appertain to it by ancient usage or custom and are not in violation of the laws of the land or the regulations of the order.

Insurance
powers.
Rev. Stat.
c. 222

- (b) The undertaking of any class of insurance for which a mutual benefit society may be licensed under the provisions of *The Insurance Act*.

Establish-
ment of
funds for
relief of
distress

- (c) Through voluntary subscriptions, donations and the proceeds from entertainments and bazaars and otherwise, as may be deemed expedient, and not interfering with funds for the relief of distress within the order, to create and augment funds for the relief of distress wherever found and in aid of worthy charities and for other purposes calculated to emphasize the broad spirit and general principles of Odd Fellowship.

Establish-
ment of
home for
orphans
and aged
members

- (d) To provide, establish and maintain a home or homes for the care, training and education of orphans or other children of members of the order and also for the purpose of caring for aged and indigent members of the order in Ontario, their wives, and the destitute widows of deceased members of the order.

Guardian
of minors.

- (e) To act as guardian of all minor children of which it has the care or charge as provided in the next preceding paragraph and be a party to any agreement

of adoption or apprentice of any minor of which it has care or may hereafter have the care or charge and to receive all wages or benefits thereby or otherwise provided for.

8. The buildings, lands, equipment and undertakings of the said Grand Lodge so long as and to the extent to which they are occupied by, used and carried on for the purpose of a home or homes for the care, training and education of children or the caring for the aged and indigent as provided for under section 7, clause *d* of this Act are declared to be exempt from taxation except for local improvements.

Property of
Grand
Lodge
exempt from
taxation

9. The Grand Lodge shall have power to establish an endowment fund or funds for the purpose of promoting and extending its aims and objects and in furtherance of such purpose to obtain, set aside and hold subscriptions, donations, gifts and bequests under such regulations and conditions in respect thereto as may from time to time be decided upon by Grand Lodge.

Establish-
ment of
endowment
funds

10. Notwithstanding anything in this Act contained, the provisions of *The Insurance Act*, *The Companies Act* and any amendments thereto applicable to mutual benefit societies, shall apply to the Grand Lodge.

Rev Stat
cc 222 218

11. This Act shall come into force on the day upon which it receives the Royal Assent.

Commence-
ment of Act



Ontario,
19 George V, 1929.

BILL.

An Act respecting the Grand Lodge of
Ontario of the Independent Order
of Odd Fellows.

1st Reading

2nd Reading

3rd Reading

MR. MACALAY.

(Private Bill.)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Grand Lodge of Ontario of the Independent Order of Odd Fellows.

WHEREAS a society known as the Right Worthy Grand Lodge of Ontario (formerly Canada West) of the Independent Order of Odd Fellows was established and in existence in the Province of Ontario from the year 1855 onward; and whereas William Fitzsimmons and six others, officers of the said society on the 7th day of January, 1875, made a declaration of incorporation in conformity with the fifth section of an Act passed in the thirty-seventh year of the reign of Her late Majesty Queen Victoria by the Legislature of the Province of Ontario entitled *An Act respecting Benevolent, Provident and Other Societies*, where the purpose and object of the said society is set forth to be as follows: "For the mutual relief and protection of its members by making provision, by means of dues, contributions, subscriptions and donations against sickness, misfortune and death, and for relieving the widows and orphan children of members deceased; to govern by sound laws and regulations the branches of the said society which are subordinate to it with a view of insuring co-operation and uniformity of action and of securing more effectually the permanence of the blessings to be derived from the right exercise of those ennobling and heaven-born principles of friendship, love and truth, on which the society is founded," as would appear by the order of His Honour George Duggan, Judge of the county court of the county of York; and whereas by an order of His Honour Joseph Easton McDougall, Judge of the county court of the county of York, made on the 26th day of October, 1887, the name of the said society was changed to the name and style of "The Grand Lodge of Ontario of the Independent Order of Odd Fellows," hereinafter called "The Grand Lodge"; and whereas the Grand Lodge has continued to function down to the present time; and whereas John E. Farewell, Esquire, of the town of Whitby, then Grand Master of the Grand Lodge, and ten other members of the Independent Order of Odd Fellows on the 15th day of May, 1899, made a declaration in accordance with the provisions of chapter 211

of the Revised Statutes of Ontario, 1897, intituled *An Act respecting Benevolent, Provident and Other Societies* wherein "The Ontario Odd Fellows' Home Association," hereinafter called "The Association," became incorporated for the following purposes:

"To provide, establish and maintain a home for the care and maintenance of aged Odd Fellows and the widows of Odd Fellows and for the care, maintenance and education of orphans of Odd Fellows in the Province of Ontario subject to such by-laws, provisions and restrictions as may from time to time be enacted or adopted by the trustees of the said Association," which said declaration of incorporation was approved by an order of His Honour Joseph Easton McDougall, Judge of the county court of the county of York, on the 22nd day of June, A.D. 1899; and whereas the home association has continued to function down to the present time, being supplied with the necessary financial support by the Grand Lodge through assessments levied from time to time on the subordinate lodges working under the said Grand Lodge and is now the registered owner of a property in the city of Toronto bounded on the south by Davenport Road, on the west by Ossington Avenue and on the north by Tyrell Avenue, hereinafter called the home property; and whereas the association is at present governed by a board of trustees elected or appointed in the manner prescribed by Grand Lodge; and whereas by the by-laws of the association, all property, real and personal, possessed by the association is the property of and held in trust for the Grand Lodge; and whereas the Grand Lodge has by its petition prayed that an Act be passed,—

- (a) amalgamating the association with Grand Lodge, definitely vesting the assets of the association in Grand Lodge and authorizing Grand Lodge to carry on the work heretofore undertaken by the association, and to provide from time to time for the proper government, control and maintenance of such home or homes as are now or may hereafter be established by or under authority of Grand Lodge.
- (b) to more definitely set forth and define the powers and objects of Grand Lodge so as to enable Grand Lodge to realize more fully and effectively the purposes and objects for which it was incorporated and for which it has stood throughout the years.
- (c) to authorize the establishment by the said Grand Lodge of an endowment fund; and whereas the home association has by its petition signified its

concurrence with the said petition of Grand Lodge;
and whereas it is expedient to grant the prayer of
the said petition;

Therefore, His Majesty, by and with the advice and
consent of the Legislative Assembly of the Province of
Ontario, enacts as follows:—

1. This Act may be cited as *The Grand Lodge of Ontario* Short title.
of the Independent Order of Odd Fellows Act, 1929.

2. The Grand Lodge shall be a mutual benefit society as Grand Lodge to be mutual benefit society.
hereinafter constituted with perpetual succession and a
common seal, and shall be called "The Grand Lodge of
Ontario of the Independent Order of Odd Fellows," herein-
after called the Grand Lodge.

3. The association shall be merged with the Grand Lodge Association merged with Grand Lodge.
and all property, real and personal, belonging to or held in
trust by the association, including the home property, shall
upon the coming into force of this Act be vested in the Grand
Lodge to be held, used and administered by Grand Lodge,
subject to the provisions of this Act, in accordance with such
by-laws, rules and regulations as are now provided by Grand
Lodge for the government of the Ontario Odd Fellows' home,
or may hereafter be provided by Grand Lodge for the govern-
ment of such home or homes as the Grand Lodge may in
future desire to conduct. Any existing trust created or
declared in any manner whatsoever, for or in favour of the
association prior to the coming into force of this Act shall
continue to exist and be performed as a trust for or in favour
of the Grand Lodge and any bequests or legacies that shall
hereafter be made to the association, shall belong to and enure
to the benefit of Grand Lodge.

4. All property vested by this Act in the Grand Lodge Vesting subject to liabilities.
shall remain liable for the payment or satisfaction of any
debt or obligation heretofore contracted or incurred in respect
thereto to the same extent as it would have been liable there-
for had this Act not been passed.

5. The constitution and by-laws of the Grand Lodge as Constitution and by-laws.
they exist at the time of passing of this Act are hereby
declared to be the constitution and by-laws of the said Grand
Lodge, but they or any of them may be added to, amended
or repealed and others substituted therefor as provided in the
said constitution and by-laws and in accordance with the
terms of this Act.

6. The officers of Grand Lodge at the time of the passing Officers
of this Act shall be the officers of the said Grand Lodge and

shall retain their respective offices until others shall be elected or appointed in their places under the provisions of the constitution and by-laws.

Objects. **7.** The objects of the said Grand Lodge shall be as follows:

Jurisdiction
as superior
tribunal

- (a) The exercise of jurisdiction in Odd Fellowship within the Province of Ontario to the end that it may be the superior tribunal of all subordinate and Rebekah lodges in the said province and of the Rebekah assembly of the Province of Ontario, and having within its jurisdiction the sole right and power of granting, suspending or annulling charters for proper cause, of enacting a form of constitution and rules of order for the government of its subordinate lodges, of receiving, hearing and determining appeals from the decisions of said subordinate lodges and the officers thereof, of framing by-laws and rules for its own government, of regulating the means of its own support, of performing all such other acts and things as shall have for their object the promotion of the true and best interest of the order or shall appertain to it by ancient usage or custom and are not in violation of the laws of the land or the regulations of the order.

Insurance
powers,
Rev. Stat.,
c. 222.

- (b) The undertaking of any class of insurance for which a mutual benefit society may be licensed under the provisions of *The Insurance Act*.

Establish-
ment of
funds for
relief of
distress

- (c) Through voluntary subscriptions, donations and the proceeds from entertainments and bazaars and otherwise, as may be deemed expedient, and not interfering with funds for the relief of distress within the order, to create and augment funds for the relief of distress wherever found and in aid of worthy charities and for other purposes calculated to emphasize the broad spirit and general principles of Odd Fellowship.

Establish-
ment of
home for
orphans
and aged
members.

- (d) To provide, establish and maintain a home or homes for the care, training and education of orphans or other children of members of the order and also for the purpose of caring for aged and indigent members of the order in Ontario, their wives, and the destitute widows of deceased members of the order.

Guardian
of minors.

- (e) To act as guardian of all minor children of which it has the care or charge as provided in the next preceding paragraph and be a party to any agreement

of adoption or apprentice of any minor of which it has care or may hereafter have the care or charge and to receive all wages or benefits thereby or otherwise provided for.

8. The buildings, lands, equipment and undertakings of the said Grand Lodge so long as and to the extent to which they are occupied by, used and carried on for the purpose of a home or homes for the care, training and education of children or the caring for the aged and indigent as provided for under section 7, clause *d* of this Act are declared to be exempt from taxation except for local improvements.

9. The Grand Lodge shall have power to establish an endowment fund or funds for the purpose of promoting and extending its aims and objects and in furtherance of such purpose to obtain, set aside and hold subscriptions, donations, gifts and bequests under such regulations and conditions in respect thereto as may from time to time be decided upon by Grand Lodge.

10. Notwithstanding anything in this Act contained, the provisions of *The Insurance Act*, *The Companies Act* and any amendments thereto applicable to mutual benefit societies, shall apply to the Grand Lodge.

11. This Act shall come into force on the day upon which it receives the Royal Assent.

Ontario,
19 George V, 1929.

BILL.

An Act respecting the Grand Lodge of
Ontario of the Independent Order
of Odd Fellows.

1st Reading

February 5th, 1929.

2nd Reading

February 22nd, 1929.

3rd Reading

March 1st, 1929.

Mr. MACALAY.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting Canadian Military Institute.

WHEREAS the Canadian Military Institute, Limited, is ^{Preamble.} incorporated under the laws of the Province of Ontario and has vested in it lands in the city of Toronto known as No. 243 Simcoe Street, No. 245 Simcoe Street and No. 96 University Avenue, hereinafter described; and whereas an unincorporated club known as The Canadian Military Institute has been maintained and has occupied the said lands; and whereas Canadian Military Institute has been incorporated without share capital under the laws of the Province of Ontario to replace the said unincorporated club with the same membership; and whereas The Canadian Military Institute, Limited, engages in no activities whatsoever and discharges no function except to hold the title to the lands and in recent years has ceased to hold meetings and has failed for the last seven years to file its annual returns; and whereas Canadian Military Institute has by its petition represented that the title to the said lands is vested in The Canadian Military Institute, Limited, merely as trustee for the benefit of the members of Canadian Military Institute and that it is desirable for the reasons above set out that the said lands should be vested in the said Canadian Military Institute; and whereas Canadian Military Institute has by its petition prayed that an Act may be passed vesting in it the title in the said lands; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *Canadian Military Institute* ^{Short title.} *Act, 1929.*

2. The lands in the city of Toronto in the county of York known as No. 243 Simcoe Street, No. 245 Simcoe Street and No. 96 University Avenue more particularly described as follows:— ^{Certain lands in Toronto vested in Canadian Military Institute.}

- (a) The south thirty feet from front to rear of Lot Number Nineteen on the east side of Simcoe Street in the said city of Toronto as laid down on a plan

filed in the Registry Office for the said city as Plan Number One, Forty-nine and Fifty-five of part of Park Lot Number Twelve, made by James G. Chewett, which said part of Lot Number Nineteen is butted and bounded as follows: Commencing at the southwest angle of Lot Number Nineteen, thence north sixteen degrees west along the easterly limit of Simcoe Street aforesaid thirty feet to the middle of the said Lot; thence north seventy-four degrees east one hundred and twenty-six feet more or less to University Avenue (formerly College Avenue); thence south sixteen degrees east along the westerly limit of University Avenue parallel with Simcoe Street thirty feet to the southeast angle of said Lot Number Nineteen; thence south seventy-four degrees west one hundred and twenty-six feet more or less to the place of beginning.

- (b) Part of Park lot number twelve described as parcel number four according to a plan filed in the Registry Office for the said city as D211 which is a subdivision of lot number eighteen on the east side of Simcoe Street according to plan number one filed in the said Registry Office, which said parcel has a frontage of twenty-one feet six inches on Simcoe Street and twenty-one feet eight inches on University Avenue, with a depth of one hundred and twenty-seven feet four inches and the south limit of which said parcel passes through the centre of the party wall between the house on the lands being now described and the house on the lands to the south thereof,

are hereby vested in Canadian Military Institute in fee simple subject to any existing encumbrances thereon.

Commence-
ment of Act.

3. This Act shall come into force on the day upon which it receives the Royal Assent.

BILL.
An Act respecting Canadian Military
Institute.

*1st Reading**

2nd Reading

3rd Reading

MR. MCBRIEN.

(*Private Bill.*)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting Canadian Military Institute.

WHEREAS *Canadian Military Institute has by its petition* Preamble.
represented that The Canadian Military Institute, Limited, is incorporated under the laws of the Province of Ontario and *is the owner of* lands in the city of Toronto known as No. 243 Simcoe Street, No. 245 Simcoe Street and No. 96 University Avenue, hereinafter described; and *that* an unincorporated club known as the Canadian Military Institute has been maintained and has occupied the said lands; and *that* Canadian Military Institute has been incorporated without share capital under the laws of the Province of Ontario to replace the said unincorporated club with the same membership; and *that* The Canadian Military Institute, Limited, engages in no activities whatsoever and discharges no function except *the holding as owner of* the lands and in recent years has ceased to hold meetings and has failed for the last seven years to file its annual returns; and whereas Canadian Military Institute has by its petition *further* represented that the said lands *are held by* The Canadian Military Institute, Limited, merely as trustee for the benefit of the members of Canadian Military Institute and that it is desirable for the reasons above set out that the said lands should be vested in the said Canadian Military Institute; and whereas Canadian Military Institute has by its petition prayed that an Act may be passed vesting in it the title in the said lands; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *Canadian Military Institute* Short title.
Act, 1929.

2. The lands in the city of Toronto in the county of York Certain lands in Toronto vested in Canadian Military Institute.
 known as No. 243 Simcoe Street, No. 245 Simcoe Street and No. 96 University Avenue more particularly described as follows:—



- (a) The south thirty feet from front to rear of Lot Number Nineteen on the east side of Simcoe Street in the said city of Toronto as laid down on a plan

filed in the Registry Office for the said city as Plan Number One, Forty-nine and Fifty-five of part of Park Lot Number Twelve, made by James G. Chewett, which said part of Lot Number Nineteen is butted and bounded as follows: Commencing at the southwest angle of Lot Number Nineteen, thence north sixteen degrees west along the easterly limit of Simcoe Street aforesaid thirty feet to the middle of the said Lot; thence north seventy-four degrees east one hundred and twenty-six feet more or less to University Avenue (formerly College Avenue); thence south sixteen degrees east along the westerly limit of University Avenue parallel with Simcoe Street thirty feet to the southeast angle of said Lot Number Nineteen; thence south seventy-four degrees west one hundred and twenty-six feet more or less to the place of beginning.

- (b) Part of Park lot number twelve described as parcel number four according to a plan filed in the Registry Office for the said city as D211 which is a subdivision of lot number eighteen on the east side of Simcoe Street according to plan number one filed in the said Registry Office, which said parcel has a frontage of twenty-one feet six inches on Simcoe Street and twenty-one feet eight inches on University Avenue, with a depth of one hundred and twenty-seven feet four inches and the south limit of which said parcel passes through the centre of the party wall between the house on the lands being now described and the house on the lands to the south thereof,

are hereby vested in Canadian Military Institute *for all the estate, right, title and interest of The Canadian Military Institute, Limited therein.*

Certified
copy of Act
for
registration.

 **3.** A copy of this Act properly certified by the Clerk of the Legislative Assembly of Ontario may be registered in the Registry Office for the City of Toronto as good and sufficient evidence of the title to the property mentioned in section 2 hereof. 

Commence-
ment of Act.

4. This Act shall come into force on the day upon which it receives the Royal Assent.

Ontario,
19 George V, 1929.

BILL.

An Act respecting Canadian Military
Institute.

1st Reading

February 26th, 1929.

2nd Reading

3rd Reading

MR. MCBRIEN.

(*Reprinted as amended by the Private Bills
Committee.*)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting Canadian Military Institute.

WHEREAS Canadian Military Institute has by its petition Preamble. represented that The Canadian Military Institute, Limited, is incorporated under the laws of the Province of Ontario and is the owner of lands in the city of Toronto known as No. 243 Simcoe Street, No. 245 Simcoe Street and No. 96 University Avenue, hereinafter described; and that an unincorporated club known as the Canadian Military Institute has been maintained and has occupied the said lands; and that Canadian Military Institute has been incorporated without share capital under the laws of the Province of Ontario to replace the said unincorporated club with the same membership; and that The Canadian Military Institute, Limited, engages in no activities whatsoever and discharges no function except the holding as owner of the lands and in recent years has ceased to hold meetings and has failed for the last seven years to file its annual returns; and whereas Canadian Military Institute has by its petition further represented that the said lands are held by The Canadian Military Institute, Limited, merely as trustee for the benefit of the members of Canadian Military Institute and that it is desirable for the reasons above set out that the said lands should be vested in the said Canadian Military Institute; and whereas Canadian Military Institute has by its petition prayed that an Act may be passed vesting in it the title in the said lands; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *Canadian Military Institute Act, 1929.* Short title.

2. The lands in the city of Toronto in the county of York known as No. 243 Simcoe Street, No. 245 Simcoe Street and No. 96 University Avenue more particularly described as follows:— Certain lands in Toronto vested in Canadian Military Institute.

- (a) The south thirty feet from front to rear of Lot Number Nineteen on the east side of Simcoe Street in the said city of Toronto as laid down on a plan

filed in the Registry Office for the said city as Plan Number One, Forty-nine and Fifty-five of part of Park Lot Number Twelve, made by James G. Chewett, which said part of Lot Number Nineteen is butted and bounded as follows: Commencing at the southwest angle of Lot Number Nineteen, thence north sixteen degrees west along the easterly limit of Simcoe Street aforesaid thirty feet to the middle of the said Lot; thence north seventy-four degrees east one hundred and twenty-six feet more or less to University Avenue (formerly College Avenue); thence south sixteen degrees east along the westerly limit of University Avenue parallel with Simcoe Street thirty feet to the southeast angle of said Lot Number Nineteen; thence south seventy-four degrees west one hundred and twenty-six feet more or less to the place of beginning.

- (b) Part of Park lot number twelve described as parcel number four according to a plan filed in the Registry Office for the said city as D211 which is a subdivision of lot number eighteen on the east side of Simcoe Street according to plan number one filed in the said Registry Office, which said parcel has a frontage of twenty-one feet six inches on Simcoe Street and twenty-one feet eight inches on University Avenue, with a depth of one hundred and twenty-seven feet four inches and the south limit of which said parcel passes through the centre of the party wall between the house on the lands being now described and the house on the lands to the south thereof,

are hereby vested in Canadian Military Institute for all the estate, right, title and interest of The Canadian Military Institute, Limited therein.

Certified
copy of Act
for
registration.

3. A copy of this Act properly certified by the Clerk of the Legislative Assembly of Ontario may be registered in the Registry Office for the City of Toronto as good and sufficient evidence of the title to the property mentioned in section 2 hereof.

Commence-
ment of Act.

4. This Act shall come into force on the day upon which it receives the Royal Assent

BILL.

An Act respecting Canadian Military
Institute.

1st Reading

February 26th, 1929.

2nd Reading

March 11th, 1929.

3rd Reading

March 18th, 1929.

MR. McBRIDE.

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Tecumseh.

WHEREAS the corporation of the town of Tecumseh Preamble. has by its petition represented that on 18th January, 1929, by-law No. 293 of the said corporation was passed by the council authorizing an application to the Legislative Assembly of the Province of Ontario at the next session thereof for special legislation amending chapter 125 of the Statutes of 1921 being *An Act to Incorporate the Town of Tecumseh*, and *The Town of Tecumseh Act, 1927*; and whereas the said corporation has by its petition prayed that an Act may be passed for such purpose; and whereas it is expedient to grant the prayer of such petition,

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Town of Tecumseh Act*, Short title. 1929.

2. Section 3 of *The Town of Tecumseh Act, 1927*, is amended 1927, c. 129, s. 3, amended. by adding after the word "reeve" in the third line thereof the words, "as many deputy reeves as the said corporation is entitled to under the provisions of *The Municipal Act*"; by adding after the word "reeve" in the tenth line thereof the words "and deputy reeves"; by adding after the word "date" in the tenth line thereof the words "and thereafter every councillor shall be elected to hold office for two years"; and by adding after the word "date" in the twelfth line thereof the words "and thereafter every mayor, reeve and deputy reeve shall be elected to hold office for two years"; so that the section will now read as follows:

3. From and after 31st December, 1927, the council of Composition of council and term of office of members. the said corporation shall be composed of and comprise a mayor, a reeve, as many deputy reeves as the said corporation is entitled to under the provisions of *The Municipal Act*, and three councillors, who shall be elected by general vote of the qualified electors of the said town. Of the said three coun-

cillors the one obtaining the highest number of votes at the election held in December, 1927, shall hold office for the term of two years from and after 31st December, 1927, and the remaining two councillors shall hold office for the term of one year from and after the said last mentioned date; and thereafter every councillor shall be elected to hold office for two years; and the mayor and reeve and deputy reeves shall also hold office for the term of two years from and after the said last mentioned date, and thereafter every mayor, reeve and deputy reeve shall be elected to hold office for two years; provided that in the event of the election by acclamation of all three councillors at the election in December, 1927, the councillor having the highest assessment in the said town according to the last revised assessment roll shall hold office for the said term of two years, and the remaining two councillors shall hold office for the term of one year.

1921, c. 125, and Rev. Stat., c. 233, and 1927, c. 129, to apply where not inconsistent. **3.** Except where inconsistent with the provisions of this Act *The Municipal Act, The Town of Tecumseh Act, 1927, and chapter 125 of the Statutes of 1921 being An Act to incorporate the Town of Tecumseh*, and all other Statutes now applicable to the said corporation, its councillors or officers, shall be in full force and effect.

Commence-
ment of Act. **4.** This Act shall come into force on the day upon which it receives the royal assent.

Ontario.
19 George V, 1929.

BILL.

An Act respecting the Town of Tecumseh.

1st Reading

2nd Reading

3rd Reading

Mr. POISSON.

(*Private Bill.*)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Tecumseh.

WHEREAS the corporation of the town of Tecumseh Preamble. has by its petition represented that on 18th January, 1929, by-law No. 293 of the said corporation was passed by the council authorizing an application to the Legislative Assembly of the Province of Ontario at the next session thereof for special legislation amending chapter 125 of the Statutes of 1921 being *An Act to Incorporate the Town of Tecumseh*, and *The Town of Tecumseh Act, 1927*; and whereas the said corporation has by its petition prayed that an Act may be passed for such purpose; and whereas it is expedient to grant the prayer of the said petition,

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Town of Tecumseh Act*, Short title. 1929.

2. Section 3 of *The Town of Tecumseh Act, 1927*, is amended 1927, c. 129. by adding after the word "reeve" in the third line thereof the s. 3. amended. words, "as many deputy reeves as the said corporation is entitled to under the provisions of *The Municipal Act*"; by adding after the word "reeve" in the tenth line thereof the words "and deputy reeves"; by adding after the word "date" in the tenth line thereof the words "and thereafter every councillor shall be elected to hold office for two years"; and by adding after the word "date" in the twelfth line thereof the words "and thereafter every mayor, reeve and deputy reeve shall be elected to hold office for two years"; so that the section will now read as follows:

3. From and after 31st December, 1927, the council of Composition of council and term of office of members. the said corporation shall be composed of and comprise a mayor, a reeve, as many deputy reeves as the said corporation is entitled to under the provisions of *The Municipal Act*, and three councillors, who shall be elected by general vote of the qualified electors of the said town. Of the said three coun-

cillors the one obtaining the highest number of votes at the election held in December, 1927, shall hold office for the term of two years from and after 31st December, 1927, and the remaining two councillors shall hold office for the term of one year from and after the said last mentioned date; and thereafter every councillor shall be elected to hold office for two years; and the mayor and reeve and deputy reeves shall also hold office for the term of two years from and after the said last mentioned date, and thereafter every mayor, reeve and deputy reeve shall be elected to hold office for two years; provided that in the event of the election by acclamation of all three councillors at the election in December, 1927, the councillor having the highest assessment in the said town according to the last revised assessment roll shall hold office for the said term of two years, and the remaining two councillors shall hold office for the term of one year.

1921, c. 125, and Rev. Stat., c. 233, and 1927, c. 129, to apply where not inconsistent.

3. Except where inconsistent with the provisions of this Act *The Municipal Act, The Town of Tecumseh Act, 1927*, and chapter 125 of the Statutes of 1921 being *An Act to incorporate the Town of Tecumseh*, and all other Statutes now applicable to the said corporation, its councillors or officers, shall be in full force and effect.

Commence-
ment of Act.

4. This Act shall come into force on the day upon which it receives the royal assent.

19 George V, 1929.

BILL.

An Act respecting the Town of Tecumseh.

1st Reading

February 26th, 1929.

2nd Reading

March 15th, 1929.

3rd Reading

March 25th, 1929.

MR. POISSON.

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Meaford.

WHEREAS the corporation of the town of Meaford has by its petition represented that by-law number 27, A.D. 1928, has been submitted to the electors of the corporation duly qualified to vote thereon in accordance with the provisions of *The Municipal Act*; and that of the electors who voted on said by-law, 517 voted in favour thereof and 80 against; and that the said by-law was subsequently passed by the affirmative vote of all the members of the council of said corporation; and whereas the corporation has by its said petition prayed that the said by-law should be validated and confirmed; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. This Act may be cited as *The Town of Meaford Act*, short title 1929.

2. Subject to the provisions of section 3 hereof, by-law number 27, A.D. 1928, of the corporation of the town of Meaford (hereinafter called the corporation) and the agreement therein referred to, dated the 19th day of October, 1928, between the corporation and Henry Isaac Price, both of which said by-law and agreement are set forth in Schedule "1" hereto are hereby ratified and confirmed and declared to be legal, valid and binding upon the corporation and the rate-payers thereof and the said Henry Isaac Price, his executors, administrators and assigns.

3. The said agreement shall be construed and read as if the following changes had been made therein and thereto:

- (a) All the words in the second recital after the words "and whereas" down to, and including, the words "vessels and" stricken out.

(b) Clause 1 stricken out and the following substituted therefor:

"1. The said corporation shall, subject to the provisions hereinafter contained, erect a grain elevator of modern design and substantial concrete construction with a storage capacity of not less than one million (1,000,000) bushels, on lands now owned or to be acquired by the corporation agreeable to the purchaser and the corporation within the limits of said corporation. All moneys, if any, required to complete the said elevator in accordance with the provisions hereof over and above the sum of four hundred thousand (\$400,000) dollars and the sum of fifty thousand (\$50,000) dollars to be paid by the purchaser as hereinafter provided, shall be supplied and paid by the purchaser from time to time as the same may be required."

(c) Clause 5 stricken out and the following substituted therefor:

"5. The corporation shall have power and authority to enter into a contract or contracts for the construction of said elevator or any part or parts thereof."

(d) All the words in clause 14 after the words "local improvements" stricken out.

Power
to acquire
land for site
and carry
same to
purchaser.

4. The corporation may purchase or lease or otherwise acquire and pay for lands for a site for the grain elevator mentioned in the said agreement and may convey or transfer the lands so acquired or any other lands held by the corporation (subject to the terms of the said agreement) to the said Henry Isaac Price or his assigns. All moneys expended in the acquiring of the lands for the said site shall form part of the cost of the said elevator mentioned in paragraph 11 of the said agreement.

Appoint-
ment of
additional
member of
committee.

5. The judge of the county court of the county of Grey on the application of either party to the said agreement may appoint an additional member to the committee mentioned in paragraph 2 of the said agreement.

Mortgage
securing
payment of
purchase
money.

6. The mortgage mentioned in paragraph 16 of the said agreement shall secure repayment to the corporation of the purchase money with interest thereon in twenty-five annual

instalments equal to the amounts falling due in each year for principal and interest in respect of the debentures issued by the corporation under the said by-law, and such instalments of principal money and interest shall be a fixed charge upon the gross earnings and receipts of the said elevator.

7. The debentures issued or to be issued under the provisions of the said by-law number 27 are hereby ratified and confirmed and declared to be legal, valid and binding upon the corporation and the ratepayers thereof; and the corporation and the said Henry Isaac Price and The Terminals Company referred to in the said agreement when incorporated are and each of them is hereby authorized and empowered to enter into all agreements, execute all documents, and to do all acts and things necessary or convenient for the fulfilment and proper carrying out of the said by-law and agreement.

8. No irregularity in the form of the said debentures or any of them or of any by-law authorizing the issue thereof shall render the same invalid or illegal or be allowed as a defence to any action brought against the said corporation for the recovery of the said debentures or interest or any part thereof, and the purchaser or holder thereof shall not be bound to enquire as to the necessity of passing such by-law or issuing debentures or as to the application of the proceeds thereof.

9. The parties to said agreement shall have full power and authority to enter into a further agreement extending the time for commencing and completing the construction of said elevator provided for in the said agreement.

10. The corporation may grant to any railway company or companies the right to use or occupy any highways or lands of the municipality and to construct and operate a railway thereon for the purpose of serving the said grain elevator upon such terms and conditions as may be agreed upon.

11. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "1"

THE CORPORATION OF THE TOWN OF MEAFORD

BY-LAW NO. 27, A.D. 1928

For confirming a certain Agreement between the Corporation of the Town of Meaford and Henry Isaac Price, of the City of Toronto, Gentleman, providing for the erection of a Grain Elevator and to authorize the issue of debentures.

Whereas it is desirable and expedient to erect a grain elevator in the Town of Meaford under the authority of Subsection 24 of Section 396 of *The Municipal Act*.

And whereas it is desirable and expedient to confirm a certain Agreement, dated the 19th day of October, A.D. 1928, between the Corporation of the Town of Meaford and Henry Isaac Price, of the City of Toronto, Gentleman, respecting the said grain elevator, which Agreement is set forth and contained in Schedule "A" to this By-law annexed.

And whereas for the said purpose it will be necessary to borrow on the credit of the Corporation and to issue debentures to the amount of \$400,000, which is the amount of the debt intended to be created by this By-law, the proceeds of the said debentures to be applied to the said purpose and to no other.

And whereas the amount of the whole rateable property of the Municipality according to the last revised Assessment Roll thereof is \$1,408,413.36 (exclusive of property assessed at \$61,800 liable for School Rates only).

And whereas the amount of the existing debenture debt of the Corporation (exclusive of Local Improvement debts) is \$162,130.39 secured by special rates or assessments (exclusive of debts amounting to \$71,022.16 which are being defrayed from other revenues) and no portion of the principal or interest is in arrear.

Therefore the Municipal Council of the Corporation of the Town of Meaford enacts as follows:—

1. It shall be lawful for the Corporation of the Town of Meaford to enter into the said Agreement (set forth in Schedule "A" to this By-law, and which is hereby incorporated in this By-law as part hereof) and for the Corporation to execute and carry out the terms and provisions of the said Agreement.
2. The Mayor and Treasurer of the Corporation shall issue debentures and borrow on the credit of the Corporation the sum of \$400,000, bearing interest at five and one-half per cent. per annum payable half-yearly.
3. The said debentures shall be issued in sums of not less than \$50 each and may be issued in sets of such amounts and at such times as the circumstances may require but so that the first of the sets shall be issued within two years and all of them within five years after the passing of this By-law.
4. All the said debentures shall bear the same date except where they are issued in sets and in that case every debenture of the same set shall bear the same date and may bear date at any time within the period of two years or five years, as the case may be, mentioned in clause 3 of this By-law.
5. The whole debt and the debentures to be issued therefor shall be payable within the period of twenty-five years at furthest from the time when the debentures are issued.
6. The said debentures shall be sealed with the seal of the Corporation

and signed by the Mayor and the Treasurer, and shall have coupons for the interest attached to them which shall be signed by the Treasurer and his signature to them may be written, stamped, lithographed or engraved and the debentures may be made payable to bearer or to a named person and may contain any clause providing for the registration thereof authorized by *The Municipal Act*.

7. The instalments of principal payable yearly shall be of such amounts that with the interest in respect of the debt payable annually or semi-annually the aggregate amount payable for principal and interest in each year shall be as nearly as possible the same.

8. During the currency of the debentures or any set of them there shall be raised in each year in which an instalment becomes due by a special rate on all the rateable property in the said Municipality such sum as shall be sufficient to pay it when and as it becomes due, and (subject to any change in the amount to be raised or in the rate of interest and in the amount to be raised annually as may be authorized or approved by the Ontario Railway and Municipal Board under Sections 300 or 301 of *The Municipal Act*) the amounts of principal and interest payable in each year shall be as set forth in Schedule "B" to this By-law annexed which shall be incorporated in and read as part of this By-law.

9. The debentures as to both principal and interest may be expressed in Canadian currency or Sterling money of Great Britain at the rate of One Pound Sterling for each four dollars and eighty-six and two-thirds cents and may be payable at any place or places in Canada or Great Britain.

10. The moneys payable to the said Corporation under clause 11 of the said annexed Agreement and secured by the Mortgage therein mentioned shall be applied in payment of the said instalments of principal and interest of the said debt which shall be a first charge on the said moneys.

11. This By-law shall come into force and take effect immediately upon the final passing thereof.

Finally passed the fourth day of December, A.D. 1928.

L.S.

GEO. G. ALBERY, *Town Clerk*.

GEORGE McCAGUE, *Mayor*.

Schedule "A"

Memorandum of Agreement made this 19th day of October, A.D. 1928.

BETWEEN:

THE CORPORATION OF THE TOWN OF MEAFORD,
hereinafter called the "Corporation,"

of the first part;

—and—

HENRY ISAAC PRICE, *of the City of Toronto, in the
County of York, Gentleman,*
hereinafter called the "Purchaser,"

of the second part.

Whereas to facilitate the transportation of grain from the West to the Seaboard by way of the Great Lakes, and for Local Trade, facilities for the transshipment and temporary storage of grain are required at the Port of Meaford.

And whereas the Corporation is authorized under the provisions of Paragraph 24 of Section 396 of *The Municipal Act* to finance grain elevators for discharging or loading vessels, and it is in the interest of the said

Corporation that an elevator should be erected at said Port for the purpose of providing said facilities.

And whereas the said Purchaser agrees to form a Company, under the name of Meaford Terminals, Limited, or such other name as the Lieutenant-Governor in Council may approve of (hereinafter called the "Terminal Company"), which will agree to purchase the said elevator from the said Corporation, upon completion thereof, and thereafter to operate to the greatest possibility of the Grain Trade and maintain the same on the terms and conditions hereinafter set forth.

Now this indenture witnesseth that in consideration of the premises and the stipulations and covenants herein on the part of the said parties severally contained, the said parties hereby covenant, promise and agree each with the other of them, as follows:—

1. The said Corporation shall, subject to provisions hereinafter contained, advance to the Purchaser the necessary funds (not to exceed \$400,000) for the erection of a Grain Elevator of modern design and substantial concrete construction, with a storage capacity of not less than 1,000,000 bushels of grain, on lands now owned or to be acquired by the Corporation, agreeable to the Purchaser and the Corporation within the limits of the said Town: The intention being that the Corporation will advance the cost less the sum of \$50,000 to be borne by the Purchaser but the limit of the amount to be advanced by the Corporation is the sum of \$400,000, and the Purchaser will advance \$50,000 of the cost and all the cost over \$400,000.

2. Plans and specifications of the said elevator shall be submitted to a Committee of four persons, two of whom shall be appointed by the Corporation and two by the Purchaser, with power to substitute from time to time, and the said plans and specifications shall be approved and accepted by said Committee or a majority of them, before the construction shall be proceeded with, under this Agreement, including any alterations made thereafter.

3. The said elevator shall be built in a good substantial and workman-like manner, under the supervision of a competent Engineer to be approved of by said Committee.

4. The said elevator shall have railway connection and proper facilities for unloading boats and loading into railway cars, and all railways now or thereafter entering the said Town shall have access to the said elevator, on reasonable terms, for the purpose of carrying grain to and from said elevator.

5. The Corporation shall from time to time advance to the Purchaser moneys required in connection with the erection of said elevator, or otherwise expended under the provisions hereof. Such advances to be made on progress estimates furnished by said Engineer.

6. The said elevator shall be provided with a modern marine leg, capable of handling and unloading at least 25,000 bushels of grain per hour, and shall be furnished with such ample plant, and machinery, as shall be necessary to operate said marine leg, to its full capacity.

7. The said elevator shall be operated as a Public Elevator.

8. The charges for elevating, unloading, storing and turning of grain, shall not be in excess of similar charges for such service made at other Lake Huron and Georgian Bay ports.

9. The Purchaser agrees to maintain and operate the said elevator for a period of twenty-five years and make all necessary repairs to keep it up to standard, to the satisfaction of the Corporation, and in the event of default, the Corporation may make the repairs and charge same to the Purchaser and on demand the cost of same shall be paid by the Purchaser.

10. The construction of the said elevator shall be commenced as early

as possible in the spring of 1929 and be thereafter proceeded with, with all due diligence, the idea being to secure the final completion and operation of the elevator before the 15th of September, 1929.

11. When and so soon as the said elevator has been satisfactorily completed with all necessary railway connections and appurtenances ready for operation in all respects both by rail and water at full capacity, the Corporation shall sell and the Purchaser shall buy the said lands and the elevator erected thereon and all appurtenances connected therewith at a price equal to the total cost of the same to the Corporation, including the cost of said lands, the money advanced for the construction of said elevator and all expenses necessarily and properly incurred by the Corporation in connection with said elevator or under this Agreement, together with interest thereon. Said price to be payable as follows: \$50,000 in cash and the balance (which in no event shall exceed \$400,000) in instalments equal to and payable as nearly as may be at the same times and in the same manner as the debentures issued by the Corporation for the moneys required to defray its expenditure hereunder are payable.

12. Upon payment of the said sum of \$50,000 in cash the Purchaser shall be put in complete possession of said elevator and the appurtenances connected therewith.

13. Should the cost of said elevator exceed the sum of \$400,000 such excess shall be paid and borne by the Purchaser.

14. The said elevator, the lands, and the docks in connection therewith, for ten years next following the taking over of the said elevator by the Purchaser, shall be assessed at not more than \$50,000 but such fixed assessment shall not affect taxation for school purposes or local improvements, and the said Town shall supply all water required for fire protection and for the operation of the said elevator, free of charge, for the said period of ten years.

15. The Purchaser agrees to insure, to the satisfaction of the Corporation, the said elevator to the full insurable value, and shall deposit the policies with the Treasurer of the said Corporation, with loss, if any, made payable to the Corporation and such insurance shall be effected through underwriters or agents residing in said Town.

16. Upon payment by the Purchaser of the said cash payment of \$50,000 the Corporation shall and will convey and assure, or cause to be conveyed and assured, to the Purchaser, the said lands and the elevator erected thereon and all appurtenances connected therewith, by good and sufficient deeds, conveyances, assignments and transfers, and the Purchaser shall contemporaneously with the delivery of such deeds, conveyances, assignments and transfers, deliver to the Corporation a good and valid First Mortgage, on the said property, securing payment of the balance of the said purchase money, at the time and in the manner herein provided for, and such Mortgage shall provide that the instalments or payments thereby secured shall be a first charge upon the gross earnings and receipts of the said elevator.

17. The debentures to be issued by the Town shall run for a period of twenty-five years, the interest not exceeding five and one-half per centum per annum on the said debentures to be payable half-yearly, and the instalments of principal money to be paid annually to be computed from the date of the issue of the debentures.

18. The said Corporation shall, by its Council as soon as possible, procure to be submitted to the electors of the Municipality under the provisions of *The Municipal Act*, a By-law authorizing the erection of the said elevator, the issue of the debentures to defray the cost of construction of the same and the sale of the said elevator to the Purchaser, when completed.

19. In case said By-law is assented to by said electors, the Corporation shall by its Council, pass the said By-law and in case the said By-law shall not on submission receive the assent of the electors as required by *The*

Municipal Act, then this Agreement and said By-law shall be null and void and of no effect.

20. The said Corporation will endeavour to procure from the Dominion Government, all necessary dredging and harbor work for the proper erection and operation of the said elevator, including a ship channel from open water to the elevator docks and a turning basin for the safe passage of vessels drawing twenty feet of water.

21. The Corporation agrees to apply to the Legislature for a Special Act authorizing and confirming the said By-law and Agreement.

22. This Agreement is conditional, on assurance satisfactory to the Purchaser, being received that the dredging and harbor work required in connection with said elevator, will be performed by the Government.

23. In case of default by the Purchaser of any of the terms hereinbefore mentioned of this Agreement, for the term of one year, formal notice may be given by the Corporation to the Purchaser, of such default, and on the expiry of sixty days thereafter, unless in the meantime the default is remedied, the Corporation may terminate and cancel this Agreement and the property shall revert to the Corporation.

24. It is understood and agreed that the said Purchaser shall co-operate with the said Corporation, in having the construction company employ local labour and purchase material and supplies from local dealers.

25. Upon the confirmation of said By-law by the Legislature the Purchaser shall proceed to organize said Terminal Company and upon the organization thereof shall assign this Agreement to the said Terminal Company and thereupon this Agreement and any agreement made pursuant thereto, shall enure to the benefit of and be obligatory upon said Terminal Company; and this Agreement shall be construed and read in all respects as if the said Terminal Company had been originally a party thereto and named as the Purchaser therein, and the Purchaser named herein shall thereupon be free from any and all liabilities hereunder, upon the said Incorporated Company agreeing with the said Corporation, to assume the obligations to the Purchaser, as hereinbefore set forth.

26. In the event of the destruction or partial destruction of the said elevator by fire or otherwise and the said elevator not being rebuilt or such partial destruction not being wholly restored within the period of two years from the date of such destruction or partial destruction, then and in such case the lands or so much thereof as are now owned by the Corporation or hereafter purchased by the Corporation shall revert to and become absolutely vested in the Corporation with all fixtures and structures and residue of the said elevator on the said lands saving and except such portion of the said lands as shall have been granted by the Canadian National Railway.

27. The Purchaser agrees, as to the earnings of the said elevator, that no division of profits or earnings either by way of dividends or bonus or both combined or in any other way shall be made in each or any year unless and until a reasonable sum shall have been set aside from the earnings as a reserve or rest fund to meet the annual payments under the said mortgage to the Corporation in the following year.

28. This Agreement shall not become binding on the Corporation unless and until the Corporation shall have sold and received the proceeds of the said debentures at a rate or rates, price or prices satisfactory to the Corporation and the Purchaser or shall have secured a satisfactory contract for the purchase thereof; and any discount in the sale of said debentures shall be included in the cost of said elevator.

29. As security for the payment of the said sum of \$50,000 by the Purchaser under this Agreement as aforesaid the Purchaser agrees that he will deposit in some trust company carrying on business in Ontario, securities to the said amount of \$50,000 satisfactory to the Corporation.

In witness whereof the said Corporation has affixed its Corporate Seal, attested by the hands of the Mayor and Clerk, and the said Purchaser has hereunto set his hand and seal.

(Sgd.) GEORGE McCAGUE, *Mayor*

(Sgd.) GEO. G. ALBERY, *Clerk*.

(Sgd.) H. I. PRICE, (L.S.)

SIGNED, SEALED and DELIVERED,

in the presence of:

(*Corporate Seal*)

(Sgd.) T. A. NELLY,

(Sgd.) R. GLADSTONE ALBERY.

Schedule "B"

Referred to in the annexed By-law showing the amounts of instalments of interest and principal payable in each year respectively:

Year	Interest	Principal	Equal Annual Payment
1	\$22,000 00	\$7,819 74	\$29,819 74
2	21,569 91	8,249 83	29,819 74
3	21,116 17	8,703 57	29,819 74
4	20,637 48	9,182 26	29,819 74
5	20,132 45	9,687 29	29,819 74
6	19,599 65	10,220 09	29,819 74
7	19,037 55	10,782 19	29,819 74
8	18,444 52	11,375 22	29,819 74
9	17,818 89	12,000 85	29,819 74
10	17,158 84	12,660 90	29,819 74
11	16,462 49	13,357 25	29,819 74
12	15,727 85	14,091 89	29,819 74
13	14,952 79	14,866 95	29,819 74
14	14,135 11	15,684 63	29,819 74
15	13,272 45	16,547 29	29,819 74
16	12,362 35	17,457 39	29,819 74
17	11,402 20	18,417 54	29,819 74
18	10,389 23	19,430 51	29,819 74
19	9,320 55	20,499 19	29,819 74
20	8,193 10	21,626 64	29,819 74
21	7,003 63	22,816 11	29,819 74
22	5,748 75	24,070 99	29,819 74
23	4,424 84	25,394 90	29,819 74
24	3,028 12	26,791 62	29,819 74
25	1,554 58	28,265 16	29,819 74
	\$345,493 50	\$400,000 00	





BILL.

An Act respecting the Town of Newford.

1st Reading

February 6th, 1929.

2nd Reading

3rd Reading

Mr. MURPHY.

(*Private Bill*)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Meaford.

WHEREAS the corporation of the town of Meaford has Preamble.
by its petition represented that by-law number 27,
A.D. 1928, has been submitted to the electors of the cor-
poration duly qualified to vote thereon in accordance with
the provisions of *The Municipal Act*; and that of the electors
who voted on said by-law, 517 voted in favour thereof and 80
against; and that the said by-law was subsequently passed
by the affirmative vote of all the members of the council of
said corporation; and whereas the corporation has by its said
petition prayed that the said by-law should be validated and
confirmed; and whereas it is expedient to grant the prayer
of the said petition;

Therefore, His Majesty, by and with the advice and
consent of the Legislative Assembly of the Province of
Ontario, enacts as follows:—

1. This Act may be cited as *The Town of Meaford Act*, Short title.
1929.

2. Subject to the provisions of section 3 hereof, by-law By-law
number 27, A.D. 1928, of the corporation of the town of No. 27 and
Meaford (hereinafter called the corporation) and the agree- agreement
ment therein referred to, dated the 19th day of October, with Henry
1928, between the corporation and Henry Isaac Price, both of Isaac Price
which said by-law and agreement are set forth in Schedule "1" confirmed
hereto are hereby ratified and confirmed and declared to be subject to
legal, valid and binding upon the corporation and the rate- provisions
payers thereof and the said Henry Isaac Price, his executors, of Act.
administrators and assigns.

3. The said agreement shall be construed and read as if the Construction
following changes had been made therein and thereto: of agree-
ment.

- (a) All the words in the second recital after the words
"and whereas" down to, and including, the words
"vessels and" stricken out.

(b) Clause 1 stricken out and the following substituted therefor:

"1. The said corporation shall, subject to the provisions hereinafter contained, erect a grain elevator of modern design and substantial concrete construction with a storage capacity of not less than one million (1,000,000) bushels, on lands now owned or to be acquired by the corporation agreeable to the purchaser and the corporation within the limits of said corporation. All moneys, if any, required to complete the said elevator in accordance with the provisions hereof over and above the sum of four hundred thousand (\$400,000) dollars and the sum of fifty thousand (\$50,000) dollars to be paid by the purchaser as hereinafter provided, shall be supplied and paid by the purchaser from time to time as the same may be required."

(c) Clause 5 stricken out and the following substituted therefor:

"5. The corporation shall have power and authority to enter into a contract or contracts for the construction of said elevator or any part or parts thereof."

(d) All the words in clause 14 after the words "local improvements" stricken out.

Power
to acquire
land for site
and convey
same to
purchaser.

4. The corporation may purchase or lease or otherwise acquire and pay for lands for a site for the grain elevator mentioned in the said agreement and may convey or transfer the lands so acquired or any other lands held by the corporation (subject to the terms of the said agreement) to the said Henry Isaac Price or his assigns. All moneys expended in the acquiring of the lands for the said site shall form part of the cost of the said elevator mentioned in paragraph 11 of the said agreement.

Appoint-
ment of
additional
member of
committee.

5. The judge of the county court of the county of Grey on the application of either party to the said agreement may appoint an additional member to the committee mentioned in paragraph 2 of the said agreement.

Mortgage
securing
payment of
purchase
money.

6. The mortgage mentioned in paragraph 16 of the said agreement shall secure repayment to the corporation of the purchase money with interest thereon in twenty-five annual

instalments equal to the amounts falling due in each year for principal and interest in respect of the debentures issued by the corporation under the said by-law, and such instalments of principal money and interest shall be a fixed charge upon the gross earnings and receipts of the said elevator.

7. The debentures issued or to be issued under the provisions of the said by-law number 27 are hereby ratified and confirmed and declared to be legal, valid and binding upon the corporation and the ratepayers thereof; and the corporation and the said Henry Isaac Price and The Terminals Company referred to in the said agreement when incorporated are and each of them is hereby authorized and empowered to enter into all agreements, execute all documents, and to do all acts and things necessary or convenient for the fulfilment and proper carrying out of the said by-law and agreement.

8. No irregularity in the form of the said debentures or any of them or of any by-law authorizing the issue thereof shall render the same invalid or illegal or be allowed as a defence to any action brought against the said corporation for the recovery of the said debentures or interest or any part thereof, and the purchaser or holder thereof shall not be bound to enquire as to the necessity of passing such by-law or issuing debentures or as to the application of the proceeds thereof.

9. The parties to said agreement shall have full power and authority to enter into a further agreement extending the time for commencing and completing the construction of said elevator provided for in the said agreement.

10. The corporation may grant to any railway company or companies the right to use or occupy any highways or lands of the municipality and to construct and operate a railway thereon for the purpose of serving the said grain elevator upon such terms and conditions as may be agreed upon.

11. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "1"

THE CORPORATION OF THE TOWN OF MEAFORD

BY-LAW No. 27, A.D. 1928

For confirming a certain Agreement between the Corporation of the Town of Meaford and Henry Isaac Price, of the City of Toronto, Gentleman, providing for the erection of a Grain Elevator and to authorize the issue of debentures.

Whereas it is desirable and expedient to erect a grain elevator in the Town of Meaford under the authority of Subsection 24 of Section 396 of *The Municipal Act*.

And whereas it is desirable and expedient to confirm a certain Agreement, dated the 19th day of October, A.D. 1928, between the Corporation of the Town of Meaford and Henry Isaac Price, of the City of Toronto, Gentleman, respecting the said grain elevator, which Agreement is set forth and contained in Schedule "A" to this By-law annexed.

And whereas for the said purpose it will be necessary to borrow on the credit of the Corporation and to issue debentures to the amount of \$400,000, which is the amount of the debt intended to be created by this By-law, the proceeds of the said debentures to be applied to the said purpose and to no other.

And whereas the amount of the whole rateable property of the Municipality according to the last revised Assessment Roll thereof is \$1,408,413.36 (exclusive of property assessed at \$61,800 liable for School Rates only).

And whereas the amount of the existing debenture debt of the Corporation (exclusive of Local Improvement debts) is \$162,130.39 secured by special rates or assessments (exclusive of debts amounting to \$71,022.16 which are being defrayed from other revenues) and no portion of the principal or interest is in arrear.

Therefore the Municipal Council of the Corporation of the Town of Meaford enacts as follows:—

1. It shall be lawful for the Corporation of the Town of Meaford to enter into the said Agreement (set forth in Schedule "A" to this By-law, and which is hereby incorporated in this By-law as part hereof) and for the Corporation to execute and carry out the terms and provisions of the said Agreement.

2. The Mayor and Treasurer of the Corporation shall issue debentures and borrow on the credit of the Corporation the sum of \$400,000, bearing interest at five and one-half per cent. per annum payable half-yearly.

3. The said debentures shall be issued in sums of not less than \$50 each and may be issued in sets of such amounts and at such times as the circumstances may require but so that the first of the sets shall be issued within two years and all of them within five years after the passing of this By-law.

4. All the said debentures shall bear the same date except where they are issued in sets and in that case every debenture of the same set shall bear the same date and may bear date at any time within the period of two years or five years, as the case may be, mentioned in clause 3 of this By-law.

5. The whole debt and the debentures to be issued therefor shall be payable within the period of twenty-five years at furthest from the time when the debentures are issued.

6. The said debentures shall be sealed with the seal of the Corporation

and signed by the Mayor and the Treasurer, and shall have coupons for the interest attached to them which shall be signed by the Treasurer and his signature to them may be written, stamped, lithographed or engraved and the debentures may be made payable to bearer or to a named person and may contain any clause providing for the registration thereof authorized by *The Municipal Act*.

7. The instalments of principal payable yearly shall be of such amounts that with the interest in respect of the debt payable annually or semi-annually the aggregate amount payable for principal and interest in each year shall be as nearly as possible the same.

8. During the currency of the debentures or any set of them there shall be raised in each year in which an instalment becomes due by a special rate on all the rateable property in the said Municipality such sum as shall be sufficient to pay it when and as it becomes due, and (subject to any change in the amount to be raised or in the rate of interest and in the amount to be raised annually as may be authorized or approved by the Ontario Railway and Municipal Board under Sections 300 or 301 of *The Municipal Act*) the amounts of principal and interest payable in each year shall be as set forth in Schedule "B" to this By-law annexed which shall be incorporated in and read as part of this By-law.

9. The debentures as to both principal and interest may be expressed in Canadian currency or Sterling money of Great Britain at the rate of One Pound Sterling for each four dollars and eighty-six and two-thirds cents and may be payable at any place or places in Canada or Great Britain.

10. The moneys payable to the said Corporation under clause 11 of the said annexed Agreement and secured by the Mortgage therein mentioned shall be applied in payment of the said instalments of principal and interest of the said debt which shall be a first charge on the said moneys.

11. This By-law shall come into force and take effect immediately upon the final passing thereof.

Finally passed the fourth day of December, A.D. 1928.

L.S.

GEO. G. ALBERY, *Town Clerk*.

GEORGE MCCAGUE, *Mayor*.

Schedule "A"

Memorandum of Agreement made this 19th day of October, A.D. 1928.

BETWEEN:

THE CORPORATION OF THE TOWN OF MEAFORD,
hereinafter called the "Corporation,"

of the first part;

—and—

HENRY ISAAC PRICE, of the City of Toronto, in the
County of York, Gentleman,
hereinafter called the "Purchaser,"

of the second part.

Whereas to facilitate the transportation of grain from the West to the Seaboard by way of the Great Lakes, and for Local Trade, facilities for the transhipment and temporary storage of grain are required at the Port of Meaford.

And whereas the Corporation is authorized under the provisions of Paragraph 24 of Section 396 of *The Municipal Act* to finance grain elevators for discharging or loading vessels, and it is in the interest of the said

Corporation that an elevator should be erected at said Port for the purpose of providing said facilities.

And whereas the said Purchaser agrees to form a Company, under the name of Meaford Terminals, Limited, or such other name as the Lieutenant-Governor in Council may approve of (hereinafter called the "Terminal Company"), which will agree to purchase the said elevator from the said Corporation, upon completion thereof, and thereafter to operate to the greatest possibility of the Grain Trade and maintain the same on the terms and conditions hereinafter set forth.

Now this indenture witnesseth that in consideration of the premises and the stipulations and covenants herein on the part of the said parties severally contained, the said parties hereby covenant, promise and agree each with the other of them, as follows:—

1. The said Corporation shall, subject to provisions hereinafter contained, advance to the Purchaser the necessary funds (not to exceed \$400,000) for the erection of a Grain Elevator of modern design and substantial concrete construction, with a storage capacity of not less than 1,000,000 bushels of grain, on lands now owned or to be acquired by the Corporation, agreeable to the Purchaser and the Corporation within the limits of the said Town: The intention being that the Corporation will advance the cost less the sum of \$50,000 to be borne by the Purchaser but the limit of the amount to be advanced by the Corporation is the sum of \$400,000, and the Purchaser will advance \$50,000 of the cost and all the cost over \$400,000.

2. Plans and specifications of the said elevator shall be submitted to a Committee of four persons, two of whom shall be appointed by the Corporation and two by the Purchaser, with power to substitute from time to time, and the said plans and specifications shall be approved and accepted by said Committee or a majority of them, before the construction shall be proceeded with, under this Agreement, including any alterations made thereafter.

3. The said elevator shall be built in a good substantial and workman-like manner, under the supervision of a competent Engineer to be approved of by said Committee.

4. The said elevator shall have railway connection and proper facilities for unloading boats and loading into railway cars, and all railways now or thereafter entering the said Town shall have access to the said elevator, on reasonable terms, for the purpose of carrying grain to and from said elevator.

5. The Corporation shall from time to time advance to the Purchaser moneys required in connection with the erection of said elevator, or otherwise expended under the provisions hereof. Such advances to be made on progress estimates furnished by said Engineer.

6. The said elevator shall be provided with a modern marine leg, capable of handling and unloading at least 25,000 bushels of grain per hour, and shall be furnished with such ample plant, and machinery, as shall be necessary to operate said marine leg, to its full capacity.

7. The said elevator shall be operated as a Public Elevator.

8. The charges for elevating, unloading, storing and turning of grain, shall not be in excess of similar charges for such service made at other Lake Huron and Georgian Bay ports.

9. The Purchaser agrees to maintain and operate the said elevator for a period of twenty-five years and make all necessary repairs to keep it up to standard, to the satisfaction of the Corporation, and in the event of default, the Corporation may make the repairs and charge same to the Purchaser and on demand the cost of same shall be paid by the Purchaser.

10. The construction of the said elevator shall be commenced as early

as possible in the spring of 1929 and he thereafter proceeded with, with all due diligence, the idea being to secure the final completion and operation of the elevator before the 15th of September, 1929.

11. When and so soon as the said elevator has been satisfactorily completed with all necessary railway connections and appurtenances ready for operation in all respects both by rail and water at full capacity, the Corporation shall sell and the Purchaser shall buy the said lands and the elevator erected thereon and all appurtenances connected therewith at a price equal to the total cost of the same to the Corporation, including the cost of said lands, the money advanced for the construction of said elevator and all expenses necessarily and properly incurred by the Corporation in connection with said elevator or under this Agreement, together with interest thereon. Said price to be payable as follows: \$50,000 in cash and the balance (which in no event shall exceed \$400,000) in instalments equal to and payable as nearly as may be at the same times and in the same manner as the debentures issued by the Corporation for the moneys required to defray its expenditure hereunder are payable.

12. Upon payment of the said sum of \$50,000 in cash the Purchaser shall be put in complete possession of said elevator and the appurtenances connected therewith.

13. Should the cost of said elevator exceed the sum of \$400,000 such excess shall be paid and borne by the Purchaser.

14. The said elevator, the lands, and the docks in connection therewith, for ten years next following the taking over of the said elevator by the Purchaser, shall be assessed at not more than \$50,000 but such fixed assessment shall not affect taxation for school purposes or local improvements, and the said Town shall supply all water required for fire protection and for the operation of the said elevator, free of charge, for the said period of ten years.

15. The Purchaser agrees to insure, to the satisfaction of the Corporation, the said elevator to the full insurable value, and shall deposit the policies with the Treasurer of the said Corporation, with loss, if any, made payable to the Corporation and such insurance shall be effected through underwriters or agents residing in said Town.

16. Upon payment by the Purchaser of the said cash payment of \$50,000 the Corporation shall and will convey and assure, or cause to be conveyed and assured, to the Purchaser, the said lands and the elevator erected thereon and all appurtenances connected therewith, by good and sufficient deeds, conveyances, assignments and transfers, and the Purchaser shall contemporaneously with the delivery of such deeds, conveyances, assignments and transfers, deliver to the Corporation a good and valid First Mortgage, on the said property, securing payment of the balance of the said purchase money, at the time and in the manner herein provided for, and such Mortgage shall provide that the instalments or payments thereby secured shall be a first charge upon the gross earnings and receipts of the said elevator.

17. The debentures to be issued by the Town shall run for a period of twenty-five years, the interest not exceeding five and one-half per centum per annum on the said debentures to be payable half-yearly, and the instalments of principal money to be paid annually to be computed from the date of the issue of the debentures.

18. The said Corporation shall, by its Council as soon as possible, procure to be submitted to the electors of the Municipality under the provisions of *The Municipal Act*, a By-law authorizing the erection of the said elevator, the issue of the debentures to defray the cost of construction of the same and the sale of the said elevator to the Purchaser, when completed.

19. In case said By-law is assented to by said electors, the Corporation shall by its Council, pass the said By-law and in case the said By-law shall not on submission receive the assent of the electors as required by *The*

Municipal Act, then this Agreement and said By-law shall be null and void and of no effect.

20. The said Corporation will endeavour to procure from the Dominion Government, all necessary dredging and harbor work for the proper erection and operation of the said elevator, including a ship channel from open water to the elevator docks and a turning basin for the safe passage of vessels drawing twenty feet of water.

21. The Corporation agrees to apply to the Legislature for a Special Act authorizing and confirming the said By-law and Agreement.

22. This Agreement is conditional, on assurance satisfactory to the Purchaser, being received that the dredging and harbor work required in connection with said elevator, will be performed by the Government.

23. In case of default by the Purchaser of any of the terms hereinbefore mentioned of this Agreement, for the term of one year, formal notice may be given by the Corporation to the Purchaser, of such default, and on the expiry of sixty days thereafter, unless in the meantime the default is remedied, the Corporation may terminate and cancel this Agreement and the property shall revert to the Corporation.

24. It is understood and agreed that the said Purchaser shall co-operate with the said Corporation, in having the construction company employ local labour and purchase material and supplies from local dealers.

25. Upon the confirmation of said By-law by the Legislature the Purchaser shall proceed to organize said Terminal Company and upon the organization thereof shall assign this Agreement to the said Terminal Company and thereupon this Agreement and any agreement made pursuant thereto, shall enure to the benefit of and be obligatory upon said Terminal Company; and this Agreement shall be construed and read in all respects as if the said Terminal Company had been originally a party thereto and named as the Purchaser therein, and the Purchaser named herein shall thereupon be free from any and all liabilities hereunder, upon the said Incorporated Company agreeing with the said Corporation, to assume the obligations to the Purchaser, as hereinbefore set forth.

26. In the event of the destruction or partial destruction of the said elevator by fire or otherwise and the said elevator not being rebuilt or such partial destruction not being wholly restored within the period of two years from the date of such destruction or partial destruction, then and in such case the lands or so much thereof as are now owned by the Corporation or hereafter purchased by the Corporation shall revert to and become absolutely re-vested in the Corporation with all fixtures and structures and residue of the said elevator on the said lands saving and except such portion of the said lands as shall have been granted by the Canadian National Railway.

27. The Purchaser agrees, as to the earnings of the said elevator, that no division of profits or earnings either by way of dividends or bonus or both combined or in any other way shall be made in each or any year unless and until a reasonable sum shall have been set aside from the earnings as a reserve or rest fund to meet the annual payments under the said mortgage to the Corporation in the following year.

28. This Agreement shall not become binding on the Corporation unless and until the Corporation shall have sold and received the proceeds of the said debentures at a rate or rates, price or prices satisfactory to the Corporation and the Purchaser or shall have secured a satisfactory contract for the purchase thereof; and any discount in the sale of said debentures shall be included in the cost of said elevator.

29. As security for the payment of the said sum of \$50,000 by the Purchaser under this Agreement as aforesaid the Purchaser agrees that he will deposit in some trust company carrying on business in Ontario, securities to the said amount of \$50,000 satisfactory to the Corporation.

In witness whereof the said Corporation has affixed its Corporate Seal, attested by the hands of the Mayor and Clerk, and the said Purchaser has hereunto set his hand and seal.

(Sgd.) GEORGE McCAGUE, *Mayor*

(Sgd.) GEO. G. ALBERY, *Clerk*.

(Sgd.) H. I. PRICE. (L.S.)

SIGNED, SEALED and DELIVERED,

in the presence of:

(*Corporate Seal*)

(Sgd.) T. A. NEELY.

(Sgd.) R. GLADSTONE ALBERY.

Schedule "B"

Referred to in the annexed By-law showing the amounts of instalments of interest and principal payable in each year respectively:

Year	Interest	Principal	Equal Annual Payment
1.....	\$22,000 00	\$7,819 74	\$29,819 74
2.....	21,569 91	8,249 83	29,819 74
3.....	21,116 17	8,703 57	29,819 74
4.....	20,637 48	9,182 26	29,819 74
5.....	20,132 45	9,687 29	29,819 74
6.....	19,599 65	10,220 09	29,819 74
7.....	19,037 55	10,782 19	29,819 74
8.....	18,444 52	11,375 22	29,819 74
9.....	17,818 89	12,000 85	29,819 74
10.....	17,158 84	12,660 90	29,819 74
11.....	16,462 49	13,357 25	29,819 74
12.....	15,727 85	14,091 89	29,819 74
13.....	14,952 79	14,866 95	29,819 74
14.....	14,135 11	15,684 63	29,819 74
15.....	13,272 45	16,547 29	29,819 74
16.....	12,362 35	17,457 39	29,819 74
17.....	11,402 20	18,417 54	29,819 74
18.....	10,389 23	19,430 51	29,819 74
19.....	9,320 55	20,499 19	29,819 74
20.....	8,193 10	21,626 64	29,819 74
21.....	7,003 63	22,816 11	29,819 74
22.....	5,748 75	24,070 99	29,819 74
23.....	4,424 84	25,394 90	29,819 74
24.....	3,028 12	26,791 62	29,819 74
25.....	1,554 58	28,265 16	29,819 74
\$345,493 50		\$400,000 00	





BILL.

An Act respecting the Town of Meaford.

1st Reading

February 6th, 1929.

2nd Reading

March 8th, 1929.

3rd Reading

March 15th, 1929.

Mr. MURPHY.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Township of Oliver.

WHEREAS the corporation of the township of Oliver Preamble.
has by its petition prayed for special legislation in
regard to the matters hereinafter set forth; and whereas it is
expedient to grant the prayer of the said petition:

Therefore, His Majesty, by and with the advice and
consent of the Legislative Assembly of the Province of
Ontario, enacts as follows:—

1. This Act may be cited as *The Township of Oliver Act*, Short title
1929.

2. It is hereby declared that the whole of Mining locations Certain
mining
locations
declared
part of
township.
10X and 12X in the district of Thunder Bay in the Province
of Ontario are and always have been since the incorporation
of the township of Oliver situate wholly within the limits of
the said township of Oliver.

3.—(1) All sales of land within the limits of the township Tax sales
and deeds,
confirmed.
of Oliver made prior to the 31st day of December, 1927,
and which purport to be made by the corporation of the
township of Oliver, or the treasurer thereof for arrears of
taxes in respect of the lands so sold, are hereby validated and
confirmed, and all deeds of the land so sold, executed by the
proper officers of the corporation purporting to convey the
said lands so sold to the purchaser thereof or his assigns,
are hereby validated and confirmed, and shall be deemed to
have had the effect of vesting the lands so sold and conveyed
or purported to have been sold and conveyed and the same
are hereby vested in the purchaser or his assigns and his and
their heirs and assigns in fee simple and clear of and free
from all right, title and interest whatsoever of the owners
thereof at the time of such sale, or their assigns, and of all
charges and encumbrances thereon and dower therein, except
taxes accruing after those for non-payment of which the said
lands were sold.

(2) This section shall apply to cases where the corporation Case of
corporation
as purchaser.
or anyone in trust for it, or on its behalf, became the purchaser
or grantee of any such lands.

Pending
litigation not
affected.

(3) Nothing in this section contained shall affect any action, litigation or other proceedings now pending, but the same may be proceeded with and finally adjudicated upon in the same manner and to the same extent as if this Act had not been passed.

Commence-
ment of
Act.

4. This Act shall come into force on the day upon which it receives the Royal Assent.

Ontario,
19 George V, 1929.

BILL.

An Act respecting the Township of Oliver.

1st Reading

2nd Reading

3rd Reading

MR. SPENCE.

(*Private Bill.*)

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Township of Oliver.

WHEREAS the corporation of the township of Oliver Preamble.
has by its petition prayed for special legislation in
regard to the matters hereinafter set forth; and whereas it is
expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and
consent of the Legislative Assembly of the Province of
Ontario, enacts as follows:—

1. This Act may be cited as *The Township of Oliver Act*, Short title.
1929.

2. It is hereby declared that the whole of Mining locations Certain
mining
locations
declared
part of
township.
10X and 12X in the district of Thunder Bay in the Province
of Ontario are and always have been since the incorporation
of the township of Oliver situate wholly within the limits of
the said township of Oliver.

3.—(1) All sales of land within the limits of the township Tax sales
and deeds,
confirmed.
of Oliver made prior to the 31st day of December, 1927,
and which purport to be made by the corporation of the
township of Oliver, or the treasurer thereof for arrears of
taxes in respect of the lands so sold, are hereby validated and
confirmed, and all deeds of the land so sold, executed by the
proper officers of the corporation purporting to convey the
said lands so sold to the purchaser thereof or his assigns,
are hereby validated and confirmed, and shall be deemed to
have had the effect of vesting the lands so sold and conveyed
or purported to have been sold and conveyed and the same
are hereby vested in the purchaser or his assigns and his
and their heirs and assigns in fee simple and clear of and free
from all right, title and interest whatsoever of the owners
thereof at the time of such sale, or their assigns, and of all
charges and encumbrances thereon and dower therein, except
taxes accruing after those for non-payment of which the said
lands were sold.

(2) This section shall apply to cases where the corporation Case of
corporation
as purchaser.
or anyone in trust for it, or on its behalf, became the purchaser
or grantee of any such lands.

Pending
litigation not
affected.

(3) Nothing in this section contained shall affect any action, litigation or other proceedings now pending, but the same may be proceeded with and finally adjudicated upon in the same manner and to the same extent as if this Act had not been passed.

Commence-
ment of
Act.

4. This Act except section 3 shall come into force on the day upon which it receives the Royal Assent and section 3 shall come into force on the 1st day of July, 1929.



BILL.

An Act respecting the Township of Oliver.

1st Reading

February 6th, 1929.

2nd Reading

March 6th, 1929.

3rd Reading

March 15th, 1929.

MR. SPENCE.

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Township of York

WHEREAS the corporation of the township of York has Preamble.
by its petition prayed for special legislation in regard
to the matters hereinafter set forth; and whereas it is expedient
to grant the prayer of the said petition:

Therefore, His Majesty, by and with the advice and
consent of the Legislative Assembly of the Province of
Ontario, enacts as follows:—

1. This Act may be cited as *The Township of York Act*, Short title
1929.

2.—(1) The council of the corporation of the township of York may pass a by-law to provide for the establishment of a
commission under the provisions of Part III of *The Public* Establishment of public utilities commission for supply of water and electrical power. Rev Stat c 249.
Utilities Act and for entrusting to the said commission the
construction, control and management of all works under-
taken or required for the distribution and supply of water
and electrical power and energy; provided, however, that such
by-law may if council deems it advisable provide,—

- (a) That such public utilities commission shall consist of Member-ship.
four elected members in addition to the reeve who
shall *ex-officio* be a member.
- (b) That one of the elected members shall be elected Election of members
from each of the three wards in the township and
that the remaining elected member (who shall be
the chairman of the commission) shall be elected by
a general vote of the electors of the township at large.
- (c) That the first elected members of the said public First election.
utilities commission may be elected either at a
special election to be held on a day to be fixed by
council prior to the first day of October in the
year in which the by-law is passed, or at the same
time as the annual election of members of the
council to be held next after the passing of the
by-law, as the council may determine.

Term of
office of first
members.

- (d) That the first elected members of the commission shall hold office until the second annual election of the members of the council held after the passing of the by-law when a new election shall be held, and thereafter the elected members of the commission shall be elected every two years at the same time and place and (subject to the provisions of this section) in the same manner as the members of the council are elected.

Assent of
electors not
required.

- (2) It shall not be necessary to submit any by-law for the purposes authorized by this section for the assent of the electors of the municipality.

Application
of Rev. Stat.
c. 119 to
township

3. All the provisions of *The Magistrates Act* shall apply to the municipality of the township of York in the same manner and to the same extent as though the said township were a town and for the purposes of the said Act the township of York shall be deemed a town.

Power of
Housing
Commission
to sell
houses.

4. The housing commission of the municipality of the township of York may with the consent of the council of the corporation of the township of York from time to time sell or otherwise dispose of houses erected by or vested in or controlled by the said commission to such purchasers, at such prices, at such times and upon such terms as it may deem expedient.

1926, c. 108,
s. 5, subs. 2,
repealed.

5. Subsection 2 of section 5 of *An Act respecting the Township of York* passed in 1926 and chaptered 108 is hereby repealed.

Agreement
with Town-
ship of
Etobicoke
confirmed
(acquiring
of land for
right-of-way
for Humber
Bridge).

- 6.—(1) The agreement made between the corporation of the township of York and the corporation of the township of Etobicoke dated the 16th day of July, 1928, set forth in schedule "A" to this Act is hereby ratified and confirmed and declared to be legal, valid and binding upon the parties thereto and the said parties are hereby empowered to carry out their respective obligations and exercise their respective rights thereunder.

Expendi-
tures con-
firmed.

- (2) The council of the corporation of the township of York and the council of the corporation of the township of Etobicoke are each hereby authorized to expend monies for the purposes mentioned in the said agreement and expenditures heretofore made for the said purposes are hereby ratified and confirmed.

Assent of
electors not
required to
issue of
debentures.

- (3) The council of the corporation of the township of York and the council of the corporation of the township of Etobicoke may each from time to time without submitting the same to

the electors qualified to vote on money by-laws pass a by-law or by-laws to authorize the issue of debentures for such sums as may be required for the purposes aforesaid. Such debentures may be issued on any plan authorized by *The Municipal Act* and payable within a term not exceeding thirty years from the date of the issue thereof.

7.—(1) All sales of land within the township of York made prior to the 31st day of December, 1927, which purport to have been made by the corporation of the said township or by its treasurer for arrears of taxes in respect to the lands so sold are hereby validated and confirmed and all conveyances of land so sold executed by the reeve and treasurer of the said township of York purporting to convey the said lands so sold to the purchaser thereof or his assigns or to the said corporation shall have the effect of vesting the lands so sold or conveyed or purporting to be sold or conveyed to the purchaser thereof or his assigns or to the said corporation and its successors and assigns as the case may be in fee simple and clear of and free from all right, title and interest whatsoever of the owner or owners thereof at the time of such sale or his, her or their assigns and all charges and encumbrances thereon and dower therein except taxes accrued or accruing after those for non-payment of which the said lands were sold. Tax sales and deeds confirmed

(2) Nothing in this section contained shall affect or prejudice the rights of any person under pending litigation. Pending litigation not affected.

8.—(1) The council of the township of York may pass by-laws for any of the following purposes, namely: Establishment of fire department, etc.

(a) For the establishing of a fire department in the township of York.

(b) For appointing, insuring and paying fire chiefs, fire wardens, fire engineers, firemen and others employed in connection with the fire halls.

(c) For promoting, establishing and regulating fire, hook and ladder and property saving companies.

(d) To repeal by-law number 7249 as amended providing for the election of a board of trustees for each of the fire districts or areas of the municipality and upon the coming into force of such repealing by-law the boards of trustees in each of the fire districts or areas shall cease to exist and the fire halls, apparatus and equipment in each of the said areas shall thereafter be administered by the council of the township of York for the benefit of the municipality at large. Repeal of By-law No 7249.

(e) For purchasing or otherwise acquiring land for and erecting thereon fire halls and for purchasing and

installing fire engines, hydrants, apparatus, appliances and equipment for fire protection and for the issue of debentures therefor payable in equal instalments of principal and interest.

Term of
debentures

(2) Where the amount of the debentures is for the purpose of paying for the cost of the acquisition of land or the erection of fire halls the debentures shall be made payable within a period of not more than twenty years from the time when the debentures are issued and where the amount is for any other purpose mentioned in this clause the period shall be not more than ten years. It shall not be necessary to obtain the assent of the electors to any debenture by-law where the amount to be raised does not exceed \$25,000 if the by-law is passed by the vote of two-thirds of all the members of the council.

Assent
of electors

Submission
of question
to electors

(3) No by-law shall be passed under the authority conferred by clauses (a) and (d) of subsection 1 hereof until the council shall have first submitted to the electors of the township the following question: "Are you in favour of the establishing of a fire department in the township of York?" and unless the majority of the electors voting shall have voted in the affirmative on the said question.

Rates levied
under 1922,
c. 139, s. 3,
deemed
local im-
provement
rates.

Rev.
Stat., c. 233

9. All rates heretofore or hereafter levied pursuant to the provisions of section 3 of *An Act respecting the Township of York* passed in 1922 and chaptered 139 as amended shall be deemed to be local improvement rates for the purposes of section 306 of *The Municipal Act* and no rate heretofore or hereafter levied pursuant to the said section 3 as amended shall be deemed to be included in the rate of two and one-half in the dollar referred to in said section 306 for the purpose of determining whether the council may contract any further debts; and any debt may be contracted pursuant to the provisions of the said section 3 notwithstanding the limitations prescribed by the said section 306.

Construction
of subway
under
C. N. R. and
C. P. R. as
local im-
provement.

Rev. Stat.,
c. 235.

10.—(1) The council of the corporation of the township of York may pass by-laws providing for the construction of a subway under the tracks of the Canadian National Railways and the Canadian Pacific Railway at Ray Avenue as authorized by an order of the Board of Railway Commissioners for Canada, dated the 11th day of September, 1928, under the provisions of *The Local Improvement Act* and may without obtaining the assent of the electors pass by-laws for borrowing money on the credit of the corporation at large to pay the cost of the said work by the issue of debentures.

(2) The council may in the by-law for undertaking the said work passed by a vote of three-fourths of all the members, provide for the payment by the corporation of such part of

the cost as to the council may seem just, and that so much of the cost thereof as may seem just may be specially assessed upon the land abutting directly upon the work and so much of such cost as may seem just upon such other land as is immediately benefited by the work. Provided, however, that the lands not abutting on the work but immediately benefited thereby may be divided into two or more districts or sections which shall be defined in such by-law and that the portion of cost to be borne by any one or more of such districts or sections may, if so provided in said by-law, be assessed and levied by a special rate in the dollar on all the rateable real property in such district or section instead of by a special rate per foot frontage.

11. By-law number 9456 of the municipal corporation of the township of York passed on the 30th day of January, 1928, to provide for the borrowing of \$7,340.46 by the issue of debentures to pay for the area's portion of the cost of the construction of service lateral sewers in the township of York and Forest Hill village and the debentures issued or to be issued thereunder are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof. By-law No. 9456, confirmed.

12. By-law number 9458 of the municipal corporation of the township of York passed on the 30th day of January, 1928, to provide for the borrowing of \$2,495 by the issue of debentures to pay for the area's portion of the cost of the construction of service lateral sewers in sewerage area number 2 of the township of York and the debentures issued or to be issued thereunder are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof. By-law No. 9458, confirmed.

13. By-law number 9933 of the municipal corporation of the township of York passed on the 22nd day of November, 1928, to provide for the borrowing of \$20,477.32 by the issue of debentures to pay for the area's portion of the cost of the construction of separate sanitary sewers and storm drains in sewerage area number 1 of the township of York and the debentures issued or to be issued thereunder are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof. By-law No. 9933, confirmed.

14. By-law number 9935 of the municipal corporation of the township of York passed on the 22nd day of November, 1928, to provide for the borrowing of \$6,434.24 by the issue of debentures to pay for the owner's portion of the cost of the construction of sanitary sewers and storm drains in sewerage area number 1 and the debentures issued or to be issued By-law No. 9935, confirmed.

thereunder are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof.

By-law
No. 9936,
confirmed

15. By-law number 9936 of the municipal corporation of the township of York passed on the 22nd day of November, 1928, to provide for the borrowing of \$6,687.41 by the issue of debentures to pay for the cost of construction of private drain connections to certain separate storm sewers in sewerage area number 1 of the township of York and the debentures issued or to be issued thereunder are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof.

By-law
No. 9987,
confirmed.

16. By-law number 9987 of the municipal corporation of the township of York passed on the 21st day of January, 1929, to provide for the borrowing of \$5,269.02 by the issue of debentures to pay for the cost of construction of private drain connections to certain separate storm sewers in sewerage area number 1 of the township of York and the debentures issued or to be issued thereunder are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof.

Commence-
ment of
Act.

17. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "A"

This indenture made in duplicate the 16th day of July, 1928.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF YORK,
hereinafter called "The Township of York,"

of the first part;

—and—

THE CORPORATION OF THE TOWNSHIP OF ETOBICOKE,
hereinafter called "The Township of Etobicoke,"

of the second part.

Whereas the Toronto and York Roads Commission has arranged to construct a high level bridge over the Humber River at Dundas Street, Lambton;

And whereas the Township of York and the Township of Etobicoke have agreed each with the other that they will assume in equal proportions the cost of the purchase of that part of the lands required for the right-of-way hereinafter described in connection with the said bridge and also certain land damages hereinafter referred to that may be suffered or sustained by reason of the construction of the said bridge;

Now therefore this agreement witnesseth that in consideration of the premises and of the mutual covenants and obligations herein contained it is hereby agreed by and between the parties hereto as follows:

1. The Township of York will negotiate for, purchase or otherwise acquire whether by expropriation or otherwise the land required for that part of the right-of-way in connection with the said bridge as shown on plans already prepared which said part of right-of-way may be described as that part which commences at a point at or near Dundas Street opposite the car barns from a point at the easterly limit of what is known as Elliott property and running westerly to and including the Brodie property on the banks of the Humber River.

2. The Township of York will further settle for any land damages suffered or sustained in connection with that part of the right-of-way hereinbefore described by negotiation or arbitration or otherwise and will pay the amount of such land damages.

3. The Township of Etobicoke will assume and pay to the Township of York one-half the cost of any such land so purchased or otherwise acquired and also one-half of the amount of land damages so sustained, including therein all the purchase, price, costs, charges, expenses, valuation fees, solicitors' fees and arbitration costs and expenses which may be sustained or incurred by reason of or in connection with the acquisition of the said lands and settlement of the said land damages.

4. In the event that the Township of York finds it necessary or advisable to acquire more land than is actually required for the said right-of-way, then the Township of York shall dispose of such surplus land for the best price available as soon as reasonably may be possible after the completion of the said bridge, and shall divide the proceeds arising from the sale, after deducting therefrom all cost of sale, taxes and other carrying charges and expenses, into two equal parts and shall pay over to the Township of Etobicoke one of such parts.

5. This agreement shall enure to the benefit of and be binding upon the parties hereto, their successors, and assigns.

SIGNED, SEALED AND DELIVERED,

in the presence of:

ERNEST G. WESTBURY, *Reeve.*

W. A. CLARKE, *Clerk.*

J. RAY PRICE, *Reeve.*

S. BARRATT, *Clerk.*

19 George V, 1929.

BILL.

An Act respecting the Township of York

1st Reading,

2nd Reading,

3rd Reading,

MR. MACCCLAV.

(*Private Bill.*)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Township of York

WHEREAS the corporation of the township of York has Preamble.
by its petition prayed for special legislation in regard
to the matters hereinafter set forth; and whereas it is expedient
to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and
consent of the Legislative Assembly of the Province of
Ontario, enacts as follows:—

1. This Act may be cited as *The Township of York Act*, Short title.
1929.

2.—(1) The council of the corporation of the township of Establish-
York may pass a by-law to provide for the establishment of a ment of
commission under the provisions of Part III of *The Public* public
Utilities Act and for entrusting to the said commission the utilities com-
supply of water and mission for
construction, control and management of all works under- water and
taken or required for the distribution and supply of water electrical
and electrical power and energy; provided, however, that such power.
by-law may if council deems it advisable provide,— Rev. Stat.,
c. 249.

- (a) That such public utilities commission shall consist of Member-
four elected members in addition to the reeve who ship.
shall *ex-officio* be a member.
- (b) That one of the elected members shall be elected Election of
from each of the three wards in the township and members.
that the remaining elected member (who shall be
the chairman of the commission) shall be elected by
a general vote of the electors of the township at large.
- (c) That the first elected members of the said public First
utilities commission may be elected either at a election.
special election to be held on a day to be fixed by
council prior to the first day of October in the
year in which the by-law is passed, or at the same
time as the annual election of members of the
council to be held next after the passing of the
by-law, as the council may determine.

Term of
office of first
members.

- (d) That the first elected members of the commission shall hold office until the second annual election of the members of the council held after the passing of the by-law when a new election shall be held, and thereafter the elected members of the commission shall be elected every two years at the same time and place and (subject to the provisions of this section) in the same manner as the members of the council are elected.


Assent of
electors not
required.

- (2) It shall not be necessary to submit any by-law for the purposes authorized by this section for the assent of the electors of the municipality.

Power of
Housing
Commission
to sell
houses.


3. The housing commission of the municipality of the township of York may with the consent of the council of the corporation of the township of York from time to time sell or otherwise dispose of houses erected by or vested in or controlled by the said commission to such purchasers, at such prices, at such times and upon such terms as it may deem expedient.

Assent
of electors
required for
separation of
territory
from town-
ship.

-  4.—(1) Notwithstanding the provisions of *The Municipal Act*, or any other Act, no part of the township of York shall for a period of seven years after this Act comes into force be annexed to any adjoining municipality, nor be incorporated as a municipality, separate and apart from the township of York without the assent of the municipal electors of the said township, obtained on the submission of a question for that purpose, in conformity with the provisions of *The Municipal Act*.

Rev Stat.,
c. 233.

1926, c. 108,
s. 5, repealed.

- (2) Section 5 of *An Act respecting the Township of York* passed in 1926, and chaptered 108 is hereby repealed. 

Agreement
with Town-
ship of
Etobicoke
confirmed
(acquiring
of land for
right-of-way
for Humber
Bridge).

- 5.—(1) The agreement made between the corporation of the township of York and the corporation of the township of Etobicoke dated the 16th day of July, 1928, set forth in schedule "A" to this Act is hereby ratified and confirmed and declared to be legal, valid and binding upon the parties thereto and the said parties are hereby empowered to carry out their respective obligations and exercise their respective rights thereunder.

Expendi-
tures con-
firmed.

- (2) The council of the corporation of the township of York and the council of the corporation of the township of Etobicoke are each hereby authorized to expend monies for the purposes mentioned in the said agreement and expenditures heretofore made for the said purposes are hereby ratified and confirmed.

(3) The council of the corporation of the township of York and the council of the corporation of the township of Etobicoke may each from time to time without submitting the same to the electors qualified to vote on money by-laws pass a by-law or by-laws to authorize the issue of debentures for such sums as may be required for the purposes aforesaid. Such debentures may be issued on any plan authorized by *The Municipal Act* and payable within a term not exceeding thirty years from the date of the issue thereof.

6.—(1) All sales of land within the township of York made prior to the 31st day of December, 1927, which purport to have been made by the corporation of the said township or by its treasurer for arrears of taxes in respect to the lands so sold are hereby validated and confirmed and all conveyances of land so sold executed by the reeve and treasurer of the said township of York purporting to convey the said lands so sold to the purchaser thereof or his assigns or to the said corporation shall have the effect of vesting the lands so sold or conveyed or purporting to be sold or conveyed to the purchaser thereof or his assigns or to the said corporation and its successors and assigns as the case may be in fee simple and clear of and free from all right, title and interest whatsoever of the owner or owners thereof at the time of such sale or his, her or their assigns and all charges and encumbrances thereon and dower therein except taxes accrued or accruing after those for non-payment of which the said lands were sold.

(2) Nothing in this section contained shall affect or prejudice the rights of any person under pending litigation.



7. All rates heretofore or hereafter levied pursuant to the provisions of section 3 of *An Act respecting the Township of York* passed in 1922 and chaptered 139 as amended shall be deemed to be local improvement rates for the purposes of section 306 of *The Municipal Act* and no rate heretofore or hereafter levied pursuant to the said section 3 as amended shall be deemed to be included in the rate of two and one-half cents in the dollar referred to in said section 306 for the purpose of determining whether the council may contract any further debts; and any debt may be contracted pursuant to the provisions of the said section 3 notwithstanding the limitations prescribed by the said section 306.

8.—(1) The council of the corporation of the township of York may pass by-laws providing for the construction of a subway under the tracks of the Canadian National Railway Company and the Canadian Pacific Railway Company at Ray Avenue as authorized by an order of the Board of Railway Commissioners for Canada, dated the 11th day of September, 1928, under the provisions of *The Local Improvement Act* and

may without obtaining the assent of the electors pass by-laws for borrowing money on the credit of the corporation at large to pay the cost of the said work by the issue of debentures.

(2) The council may in the by-law for undertaking the said work passed by a vote of three-fourths of all the members, provide for the payment by the corporation of such part of the cost as to the council may seem just, and that so much of the cost thereof as may seem just may be specially assessed upon the land abutting directly upon the work and so much of such cost as may seem just upon such other land as is immediately benefited by the work. Provided, however, that the lands not abutting on the work but immediately benefited thereby may be divided into two or more districts or sections which shall be defined in such by-law and that the portion of cost to be borne by any one or more of such districts or sections may, if so provided in said by-law, be assessed and levied by a special rate in the dollar on all the rateable real property in such district or section instead of by a special rate per foot frontage.

Union
of polling
subdivisions.

 **9.** The council of the township of York may pass by-laws for uniting for the purpose of any municipal election, including the election of school trustees and public utilities commissioners or the voting on a by-law or on a question submitted to the electors any two adjoining polling subdivisions with one polling place therefor. 

By-law
No. 9456,
confirmed.

10. By-law number 9456 of the municipal corporation of the township of York passed on the 30th day of January, 1928, to provide for the borrowing of \$7,340.46 by the issue of debentures to pay for the area's portion of the cost of the construction of service lateral sewers in the township of York and Forest Hill village and the debentures issued or to be issued thereunder are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof.

By-law
No. 9458,
confirmed.

11. By-law number 9458 of the municipal corporation of the township of York passed on the 30th day of January, 1928, to provide for the borrowing of \$2,495 by the issue of debentures to pay for the area's portion of the cost of the construction of service lateral sewers in sewerage area number 2 of the township of York and the debentures issued or to be issued thereunder are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof.

By-law
No. 9933,
confirmed.



12. By-law number 9933 of the municipal corporation of the township of York passed on the 22nd day of November, 1928, to provide for the borrowing of \$20,477.32 by the issue

of debentures to pay for the area's portion of the cost of the construction of separate sanitary sewers and storm drains in sewerage area number 1 of the township of York and the debentures issued or to be issued thereunder are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof.

13. By-law number 9935 of the municipal corporation of the township of York passed on the 22nd day of November, 1928, to provide for the borrowing of \$6,434.24 by the issue of debentures to pay for the owner's portion of the cost of the construction of sanitary sewers and storm drains in sewerage area number 1 and the debentures issued or to be issued thereunder are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof.

14. By-law number 9936 of the municipal corporation of the township of York passed on the 22nd day of November, 1928, to provide for the borrowing of \$6,687.41 by the issue of debentures to pay for the cost of construction of private drain connections to certain separate storm sewers in sewerage area number 1 of the township of York and the debentures issued or to be issued thereunder are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof.

15. By-law number 9987 of the municipal corporation of the township of York passed on the 21st day of January, 1929, to provide for the borrowing of \$5,269.02 by the issue of debentures to pay for the cost of construction of private drain connections to certain separate storm sewers in sewerage area number 1 of the township of York and the debentures issued or to be issued thereunder are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof.

 **16.** The provisions of this Act other than section 6 shall come into force on the day upon which it receives the Royal Assent. Section 6 shall come into force on July 1st, 1929.  Commence-
ment of
Act.

SCHEDULE "A"

This indenture made in duplicate the 16th day of July, 1928.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF YORK,
hereinafter called "The Township of York,"

of the first part;

—and—

THE CORPORATION OF THE TOWNSHIP OF ETOBICOKE,
hereinafter called "The Township of Etobicoke,"

of the second part.

Whereas the Toronto and York Roads Commission has arranged to construct a high level bridge over the Humber River at Dundas Street, Lambton;

And whereas the Township of York and the Township of Etobicoke have agreed each with the other that they will assume in equal proportions the cost of the purchase of that part of the lands required for the right-of-way hereinafter described in connection with the said bridge and also certain land damages hereinafter referred to that may be suffered or sustained by reason of the construction of the said bridge;

Now therefore this agreement witnesseth that in consideration of the premises and of the mutual covenants and obligations herein contained it is hereby agreed by and between the parties hereto as follows:

1. The Township of York will negotiate for, purchase or otherwise acquire whether by expropriation or otherwise the land required for that part of the right-of-way in connection with the said bridge as shown on plans already prepared which said part of right-of-way may be described as that part which commences at a point at or near Dundas Street opposite the car barns from a point at the easterly limit of what is known as Elliott property and running westerly to and including the Brodie property on the banks of the Humber River.

2. The Township of York will further settle for any land damages suffered or sustained in connection with that part of the right-of-way hereinbefore described by negotiation or arbitration or otherwise and will pay the amount of such land damages.

3. The Township of Etobicoke will assume and pay to the Township of York one-half the cost of any such land so purchased or otherwise acquired and also one-half of the amount of land damages so sustained, including therein all the purchase, price, costs, charges, expenses, valuation fees, solicitors' fees and arbitration costs and expenses which may be sustained or incurred by reason of or in connection with the acquisition of the said lands and settlement of the said land damages.

4. In the event that the Township of York finds it necessary or advisable to acquire more land than is actually required for the said right-of-way, then the Township of York shall dispose of such surplus land for the best price available as soon as reasonably may be possible after the completion of the said bridge, and shall divide the proceeds arising from the sale, after deducting therefrom all cost of sale, taxes and other carrying charges and expenses, into two equal parts and shall pay over to the Township of Etobicoke one of such parts.

5. This agreement shall enure to the benefit of and be binding upon the parties hereto, their successors, and assigns.

SIGNED, SEALED AND DELIVERED,

in the presence of:

ERNEST G. WESTBURY, *Reeve.*

W. A. CLARKE, *Clerk.*

J. RAY PRICE, *Reeve.*

S. BARRATT, *Clerk.*

19 George V, 1929.

BILL.

An Act respecting the Township of York.

1st Reading,

February 6th, 1929.

2nd Reading,

3rd Reading,

MR. MACAVLAV.

*(Reprinted as amended by the Private Bills
Committee.)*

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Township of York

WHEREAS the corporation of the township of York has Preamble.
by its petition prayed for special legislation in regard
to the matters hereinafter set forth; and whereas it is expedient
to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and
consent of the Legislative Assembly of the Province of
Ontario, enacts as follows:—

1. This Act may be cited as *The Township of York Act*, Short title.
1929.

2.—(1) The council of the corporation of the township of Establish-
York may pass a by-law to provide for the establishment of a ment of
commission under the provisions of Part III of *The Public* public
Utilities Act and for entrusting to the said commission the utilities com-
construction, control and management of all works under mission for
taken or required for the distribution and supply of water supply of
and electrical power and energy; provided, however, that such water and
by-law may if council deems it advisable provide,— electrical
power.
Rev. Stat.,
c. 249.

- (a) That such public utilities commission shall consist of Member-
four elected members in addition to the reeve who ship.
shall *ex-officio* be a member.
- (b) That one of the elected members shall be elected Election of
from each of the three wards in the township and members.
that the remaining elected member (who shall be
the chairman of the commission) shall be elected by
a general vote of the electors of the township at large.
- (c) That the first elected members of the said public First
utilities commission may be elected either at a election.
special election to be held on a day to be fixed by
council prior to the first day of October in the
year in which the by-law is passed, or at the same
time as the annual election of members of the
council to be held next after the passing of the
by-law, as the council may determine.

Term of
office of first
members.

- (d) That the first elected members of the commission shall hold office until the second annual election of the members of the council held after the passing of the by-law when a new election shall be held, and thereafter the elected members of the commission shall be elected every two years at the same time and place and (subject to the provisions of this section) in the same manner as the members of the council are elected.

Assent of
electors not
required.

- (2) It shall not be necessary to submit any by-law for the purposes authorized by this section for the assent of the electors of the municipality.

Power of
Housing
Commission
to sell
houses.

3. The housing commission of the municipality of the township of York may with the consent of the council of the corporation of the township of York from time to time sell or otherwise dispose of houses erected by or vested in or controlled by the said commission to such purchasers, at such prices, at such times and upon such terms as it may deem expedient.

Agreement
with Town-
ship of
Etobicoke
confirmed
(acquiring
of land for
right-of-way
for Elmhurst
Bridge).

- 4.—(1) The agreement made between the corporation of the township of York and the corporation of the township of Etobicoke dated the 16th day of July, 1928, set forth in schedule "A" to this Act is hereby ratified and confirmed and declared to be legal, valid and binding upon the parties thereto and the said parties are hereby empowered to carry out their respective obligations and exercise their respective rights thereunder.

Expendi-
tures con-
firmed.

- (2) The council of the corporation of the township of York and the council of the corporation of the township of Etobicoke are each hereby authorized to expend monies for the purposes mentioned in the said agreement and expenditures heretofore made for the said purposes are hereby ratified and confirmed.

Assent of
electors not
required to
issue of
debentures.

- (3) The council of the corporation of the township of York and the council of the corporation of the township of Etobicoke may each from time to time without submitting the same to the electors qualified to vote on money by-laws pass a by-law or by-laws to authorize the issue of debentures for such sums as may be required for the purposes aforesaid. Such debentures may be issued on any plan authorized by *The Municipal Act* and payable within a term not exceeding thirty years from the date of the issue thereof.

5.—(1) All sales of land within the township of York made prior to the 31st day of December, 1927, which purport to have been made by the corporation of the said township or by its treasurer for arrears of taxes in respect to the lands so sold are hereby validated and confirmed and all conveyances of land so sold executed by the reeve and treasurer of the said township of York purporting to convey the said lands so sold to the purchaser thereof or his assigns or to the said corporation shall have the effect of vesting the lands so sold or conveyed or purporting to be sold or conveyed to the purchaser thereof or his assigns or to the said corporation and its successors and assigns as the case may be in fee simple and clear of and free from all right, title and interest whatsoever of the owner or owners thereof at the time of such sale or his, her or their assigns and all charges and encumbrances thereon and dower therein except taxes accrued or accruing after those for non-payment of which the said lands were sold.

Tax sales
and deeds
confirmed.

(2) Nothing in this section contained shall affect or prejudice the rights of any person under pending litigation.

Pending
litigation not
affected.

6. All rates heretofore or hereafter levied pursuant to the provisions of section 3 of *An Act respecting the Township of York* passed in 1922 and chaptered 139 as amended shall be deemed to be local improvement rates for the purposes of section 306 of *The Municipal Act* and no rate heretofore or hereafter levied pursuant to the said section 3 as amended shall be deemed to be included in the rate of two and one-half cents in the dollar referred to in said section 306 for the purpose of determining whether the council may contract any further debts; and any debt may be contracted pursuant to the provisions of the said section 3 notwithstanding the limitations prescribed by the said section 306.

Rates levied
under 1922,
c. 139, s. 3,
deemed
local im-
provement
rates.

Rev.
Stat., c. 233.

7.—(1) The council of the corporation of the township of York may pass by-laws providing for the construction of a subway under the tracks of the Canadian National Railway Company and the Canadian Pacific Railway Company at Ray Avenue as authorized by an order of the Board of Railway Commissioners for Canada, dated the 11th day of September, 1928, under the provisions of *The Local Improvement Act* and may without obtaining the assent of the electors pass by-laws for borrowing money on the credit of the corporation at large to pay the cost of the said work by the issue of debentures.

Construction
of subway
under
C.N.R. and
C.P.R. as
local im-
provement.

Rev. Stat.,
c. 235.

(2) The council may in the by-law for undertaking the said work passed by a vote of three-fourths of all the members, provide for the payment by the corporation of such part of the cost as to the council may seem just, and that so much of

the cost thereof as may seem just may be specially assessed upon the land abutting directly upon the work and so much of such cost as may seem just upon such other land as is immediately benefited by the work. Provided, however, that the lands not abutting on the work but immediately benefited thereby may be divided into two or more districts or sections which shall be defined in such by-law and that the portion of cost to be borne by any one or more of such districts or sections may, if so provided in said by-law, be assessed and levied by a special rate in the dollar on all the rateable real property in such district or section instead of by a special rate per foot frontage.

Railway
lands
exempt

(3) Notwithstanding anything herein contained no part of the lands of the said railway companies, or either of them, now occupied or used for right-of-way purposes shall be assessed in respect of the said work.

Union
of polling
subdivisions.

8. The council of the township of York may pass by-laws for uniting for the purpose of any municipal election, including the election of school trustees and public utilities commissioners or the voting on a by-law or on a question submitted to the electors any two adjoining polling subdivisions with one polling place therefor.

By-law
No. 9456,
confirmed.

9. By-law number 9456 of the municipal corporation of the township of York passed on the 30th day of January, 1928, to provide for the borrowing of \$7,340.46 by the issue of debentures to pay for the area's portion of the cost of the construction of service lateral sewers in the township of York and Forest Hill village and the debentures issued or to be issued thereunder are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof.

By-law
No. 9458,
confirmed.

10. By-law number 9458 of the municipal corporation of the township of York passed on the 30th day of January, 1928, to provide for the borrowing of \$2,495 by the issue of debentures to pay for the area's portion of the cost of the construction of service lateral sewers in sewerage area number 2 of the township of York and the debentures issued or to be issued thereunder are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof.

By-law
No. 9933,
confirmed.

11. By-law number 9933 of the municipal corporation of the township of York passed on the 22nd day of November, 1928, to provide for the borrowing of \$20,477.32 by the issue

of debentures to pay for the area's portion of the cost of the construction of separate sanitary sewers and storm drains in sewerage area number 1 of the township of York and the debentures issued or to be issued thereunder are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof.

12. By-law number 9935 of the municipal corporation of the township of York passed on the 22nd day of November, 1928, to provide for the borrowing of \$6,434.24 by the issue of debentures to pay for the owner's portion of the cost of the construction of sanitary sewers and storm drains in sewerage area number 1 and the debentures issued or to be issued thereunder are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof.

By-law
No. 9935,
confirmed.

13. By-law number 9936 of the municipal corporation of the township of York passed on the 22nd day of November, 1928, to provide for the borrowing of \$6,687.41 by the issue of debentures to pay for the cost of construction of private drain connections to certain separate storm sewers in sewerage area number 1 of the township of York and the debentures issued or to be issued thereunder are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof.

By-law
No. 9936,
confirmed.

14. By-law number 9987 of the municipal corporation of the township of York passed on the 21st day of January, 1929, to provide for the borrowing of \$5,269.02 by the issue of debentures to pay for the cost of construction of private drain connections to certain separate storm sewers in sewerage area number 1 of the township of York and the debentures issued or to be issued thereunder are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof.

By-law
No. 9987,
confirmed.

15. Subsection 2 of section 5 of *The Township of York Act, 1926, c. 108, s. 5, subs. 2,* is amended by striking out the figures "1931" and substituting therefor the figures "1936."

1926, c. 108,
s. 5, subs. 2,
amended.

16. The provisions of this Act other than section 5 shall come into force on the day upon which it receives the Royal Assent. Section 5 shall come into force on July 1st, 1929.

Commence-
ment of
Act.

SCHEDULE "A"

This indenture made in duplicate the 16th day of July, 1928.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF YORK,
hereinafter called "The Township of York,"

of the first part;

—and—

THE CORPORATION OF THE TOWNSHIP OF ETOBICOKE,
hereinafter called "The Township of Etobicoke,"

of the second part.

Whereas the Toronto and York Roads Commission has arranged to construct a high level bridge over the Humber River at Dundas Street, Lambton;

And whereas the Township of York and the Township of Etobicoke have agreed each with the other that they will assume in equal proportions the cost of the purchase of that part of the lands required for the right-of-way hereinafter described in connection with the said bridge and also certain land damages hereinafter referred to that may be suffered or sustained by reason of the construction of the said bridge;

Now therefore this agreement witnesseth that in consideration of the premises and of the mutual covenants and obligations herein contained it is hereby agreed by and between the parties hereto as follows:

1. The Township of York will negotiate for, purchase or otherwise acquire whether by expropriation or otherwise the land required for that part of the right-of-way in connection with the said bridge as shown on plans already prepared which said part of right-of-way may be described as that part which commences at a point at or near Dundas Street opposite the car barns from a point at the easterly limit of what is known as Elliott property and running westerly to and including the Brodie property on the banks of the Humber River.

2. The Township of York will further settle for any land damages suffered or sustained in connection with that part of the right-of-way hereinbefore described by negotiation or arbitration or otherwise and will pay the amount of such land damages.

3. The Township of Etobicoke will assume and pay to the Township of York one-half the cost of any such land so purchased or otherwise acquired and also one-half of the amount of land damages so sustained, including therein all the purchase, price, costs, charges, expenses, valuation fees, solicitors' fees and arbitration costs and expenses which may be sustained or incurred by reason of or in connection with the acquisition of the said lands and settlement of the said land damages.

4. In the event that the Township of York finds it necessary or advisable to acquire more land than is actually required for the said right-of-way, then the Township of York shall dispose of such surplus land for the best price available as soon as reasonably may be possible after the completion of the said bridge, and shall divide the proceeds arising from the sale, after deducting therefrom all cost of sale, taxes and other carrying charges and expenses, into two equal parts and shall pay over to the Township of Etobicoke one of such parts.

5. This agreement shall enure to the benefit of and be binding upon the parties hereto, their successors, and assigns.

SIGNED, SEALED AND DELIVERED,

in the presence of:

ERNEST G. WESTBURY, *Reeve*.

W. A. CLARKE, *Clerk*.

J. RAY PRICE, *Reeve*.

S. BARRATT, *Clerk*.

BILL.

An Act respecting the Township of York.

1st Reading,

February 6th, 1929.

2nd Reading,

March 6th, 1929.

3rd Reading,

March 28th, 1929.

MR. MACAULAY.

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to confirm the Entry of the Township of Sandwich South within the Jurisdiction of the Essex Border Utilities Commission.

WHEREAS the Essex Border Utilities Commission has Preamble by its petition represented that owing to the growth of population in certain portions of the townships of Sandwich West and Sandwich East adjacent to the town of Sandwich and the city of Windsor it is desirable to authorize the said commission to include such areas within the jurisdiction of the Local Board of Health; and whereas the township of Sandwich South is a municipal corporation adjoining the Essex Border municipalities and on the submission on or about the 22nd day of October, 1928, to the electors of a question whether a certain area of the said township should come within the jurisdiction of the commission a favorable vote was obtained and a commissioner has been elected but the proceedings relating to the said vote were irregular and it is desirable to confirm the admission of the township of Sandwich South within the jurisdiction of the commission and to define the area admitted; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Consolidated Essex Border Utilities Amendment Act, 1929*.

2. Subsection 3 of section 3 of *The Consolidated Essex* 1921, c. 99 *Border Utilities Act* is amended by adding thereto the following clause:— s. 3, subs. 3 amended

- (f) The provisions of this Act except section 24 are Area of Township of Sandwich South brought under Commission. hereby declared to apply to the municipal corporation of the township of Sandwich South and the area thereof within the jurisdiction of the said commission in regard to which rates may be imposed and the votes of the electors taken shall be that

set out in schedule "D" hereto, and the said commission may by by-law fix the day when the liability of the said corporation and area for its share of the general expenses of the commission shall begin.

1921, c. 99,
s. 24,
amended.

3. Section 24 of the said Act is amended by adding thereto the following subsection:

Power to
bring mun-
cipality
under local
board of
health of
Commission.

(ff) The Essex Border Utilities Commission may by by-law after receiving the approval by resolution of the council of any of the Essex Border municipalities include the whole or any area of the respective municipality within the jurisdiction of the Local Board of Health for the Essex Border municipalities and thereafter the provisions of this section shall apply thereto.

Commence-
ment of
Act

4. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "D."

That portion of the Township of Sandwich South, commencing at the junction of the boundaries of the Townships of Sandwich South and Sandwich West and Sandwich East; thence northeasterly to the line dividing the East and West halves of lots in concession eight; thence southerly along said line to the North Talbot Road; thence northwesterly to the line dividing the East and West halves of Lots Nos. 301 and 302 north of Talbot Road; thence southwesterly along the last mentioned line to the line dividing the North and South halves of lots south of Talbot Road; thence northwesterly along last mentioned line to the westerly boundary of the Township; thence northerly along the last mentioned boundary to the point of commencement.

BILL.

An Act to confirm the Entry of the Town-
ship of Sandwich South within
the Jurisdiction of the Essex
Border Utilities Commission.

1st Reading.

2nd Reading.

3rd Reading.

Mr. WILSON (Windsor).

(*Private Bill.*)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to amend *The Consolidated Essex Border Utilities Act*.

WHEREAS the Essex Border Utilities Commission has Preamble,
by its petition represented that owing to the growth of population in certain portions of the townships of Sandwich West and Sandwich East adjacent to the town of Sandwich and the city of Windsor it is desirable to authorize the said commission to include such areas within the jurisdiction of the Local Board of Health; and whereas the township of Sandwich South is a municipal corporation adjoining the Essex Border municipalities and on the submission on or about the 22nd day of October, 1928, to the electors of a question whether a certain area of the said township should come within the jurisdiction of the commission a favorable vote was obtained and a commissioner has been elected but the proceedings relating to the said vote were irregular and it is desirable to confirm the admission of the township of Sandwich South within the jurisdiction of the commission and to define the area admitted; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Consolidated Essex Border Utilities Amendment Act, 1929*. Short title.

2. Subsection 3 of section 3 of *The Consolidated Essex Border Utilities Act* is amended by adding thereto the following clause: 1921, c. 99, s. 3, subs. 3 amended.

- (f) The provisions of this Act except section 24 are hereby declared to apply to the municipal corporation of the township of Sandwich South and the area thereof within the jurisdiction of the said commission in regard to which rates may be imposed and the votes of the electors taken shall be that
- Area of Township of Sandwich South brought under Commission.

set out in schedule "D" hereto, and the said commission may by by-law fix the day when the liability of the said corporation and area for its share of the general expenses of the commission shall begin.

1921, c. 99,
s. 24,
amended.

3. Section 24 of the said Act is amended by adding thereto the following subsection:

Power to
bring municipality
under local
board of
health of
Commission.

(11) The Essex Border Utilities Commission may by by-law after receiving the approval by resolution of the council of any of the Essex Border municipalities include the whole or any area of the respective municipality within the jurisdiction of the Local Board of Health for the Essex Border municipalities and thereafter the provisions of this section shall apply thereto.

Commence-
ment of
Act.

4. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "D."

18 That portion of the Township of Sandwich South, commencing at the junction of the boundaries of the Townships of Sandwich South, West and East; thence easterly along the boundary between the Townships of Sandwich East and South to the centre line of Lot 18 in the Eighth Concession of the Township of Sandwich South; thence southerly along the centre line of the lots in said Concession Eight to the North Talbot Road; thence northwesterly along the North Talbot Road to the line between Lots numbered 301 and 302 north of the Talbot Road; thence southwesterly along the last mentioned line to the line dividing the North and South halves of lots south of Talbot Road; thence northwesterly along last mentioned line to the westerly boundary of the Township; thence northerly along the last mentioned boundary to the point of commencement. **19**

ONTARIO.
19 George V, 1929.

BILL.

An Act to amend The Consolidated Essex
Border Utilities Act.

1st Reading,

February 6th, 1929.

2nd Reading,

3rd Reading,

Mr. WILSON (Windsor).

*(Reprinted as amended by the Private Bills
Committee.)*

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to amend The Consolidated Essex Border Utilities Act.

WHEREAS the Essex Border Utilities Commission has Preamble.
by its petition represented that owing to the growth of population in certain portions of the townships of Sandwich West and Sandwich East adjacent to the town of Sandwich and the city of Windsor it is desirable to authorize the said commission to include such areas within the jurisdiction of the Local Board of Health; and whereas the township of Sandwich South is a municipal corporation adjoining the Essex Border municipalities and on the submission on or about the 22nd day of October, 1928, to the electors of a question whether a certain area of the said township should come within the jurisdiction of the commission a favorable vote was obtained and a commissioner has been elected but the proceedings relating to the said vote were irregular and it is desirable to confirm the admission of the township of Sandwich South within the jurisdiction of the commission and to define the area admitted; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Consolidated Essex Border Utilities Amendment Act, 1929.* Short title.

2. Subsection 3 of section 3 of *The Consolidated Essex Border Utilities Act* is amended by adding thereto the following clause: 1921, c. 99, s. 3, subs. 3, amended.

(f) The provisions of this Act except section 24 are hereby declared to apply to the municipal corporation of the township of Sandwich South and the area thereof within the jurisdiction of the said commission in regard to which rates may be imposed and the votes of the electors taken shall be that Area of Township of Sandwich South brought under Commission.

set out in schedule "D" hereto, and the said commission may by by-law fix the day when the liability of the said corporation and area for its share of the general expenses of the commission shall begin.

1921, c. 99,
s. 24,
amended.

3. Section 24 of the said Act is amended by adding thereto the following subsection:

Power to
bring municipality
under local
board of
health of
Commission.

(11) The Essex Border Utilities Commission may by by-law after receiving the approval by resolution of the council of any of the Essex Border municipalities include the whole or any area of the respective municipality within the jurisdiction of the Local Board of Health for the Essex Border municipalities and thereafter the provisions of this section shall apply thereto.

Commence-
ment of
Act.

4. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "D."

That portion of the Township of Sandwich South, commencing at the junction of the boundaries of the Townships of Sandwich South, West and East; thence easterly along the boundary between the Townships of Sandwich East and South to the centre line of Lot 18 in the Eighth Concession of the Township of Sandwich South; thence southerly along the centre line of the lots in said Concession Eight to the North Talbot Road; thence northwesterly along the North Talbot Road to the line between Lots numbered 301 and 302 north of the Talbot Road; thence southwesterly along the last mentioned line to the line dividing the North and South halves of lots south of Talbot Road; thence northwesterly along last mentioned line to the westerly boundary of the Township; thence northerly along the last mentioned boundary to the point of commencement.

BILL.

An Act to amend The Consolidated Essex
Border Utilities Act.

1st Reading,

February 6th, 1929.

2nd Reading,

March 20th, 1929.

3rd Reading,

March 25th, 1929.

Mr. WILSON (Windsor).

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty

BILL

An Act respecting the purchase of waterworks by
the Essex Border Utilities Commission.

WHEREAS the Essex Border Utilities Commission has by its petition represented that the Walkerville Water Company, Limited, and the Walkerville Construction Company, Limited, are corporations under the laws of the Province of Ontario distributing water in certain of the Essex Border municipalities, namely, the towns of Walkerville, Ford City and Riverside and the township of Sandwich East, and an offer of purchase was made to the said companies by a certain American corporation and it seemed desirable that the property and assets of said companies should be acquired by the Essex Border Utilities Commission on behalf of the said municipalities and proceedings were taken under section 60 of *The Public Utilities Act* to acquire the same and a price was agreed on in the sum of six hundred and six thousand, one hundred and thirty-two dollars and forty cents (\$606,132.40), payable on the 31st of December, 1928, and the said agreement to purchase was submitted for approval to the electors of the town of Walkerville, those voting in favour being 1,079 and those voting against being 302, and also to the electors of the town of Ford City, those voting in favour being 813 and those voting against being 398, but the town of Riverside and the township of Sandwich East, owing to various circumstances, did not submit the same for the approval of the electors, and whereas the apportionment made by the engineer of the said commission of the said sum of \$606,132.40 was as follows:—

Town of Walkerville.....	\$418,120 25
Town of Ford City.....	84,652 87
Town of Riverside	66,261 80
Township of Sandwich East.....	36,097 48
	<hr/>
	\$606,132 40

and whereas it is desirable to authorize the said towns of Ford City and Walkerville to pass by-laws to assume the liability for the sum of \$103,359.28, being the shares appor-

tioned as aforesaid to the town of Riverside and the township of Sandwich East; and whereas it is desirable to confirm and validate the said purchase on behalf of the municipalities approving and the issue of debentures accordingly; and whereas certain of the said municipal corporations have expressed a desire that the amounts of unpaid instalments of the debentures heretofore issued for local improvement mains may be reimbursed the municipality by a special rate chargeable generally by the said commission and that said rate shall be made uniform over the remainder of the period during which the instalments of the said debentures become due; and whereas during the early part of the said period deficits will arise owing to such rate being made uniform which will be liquidated in the later years by the surpluses and it is desirable in the meantime that the commission shall have power to issue debentures from time to time to cover such deficits; and whereas it is desirable to authorize the commission to extend the system from time to time and to issue debentures for the cost thereof; and whereas the said commission has by its petition prayed that an Act may be passed for such purposes;

And whereas it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Essex Border Waterworks Purchase Act, 1929.*

Councils of Ford and Walkerville may assume share of purchase of Riverside and Sandwich East before June 1st.

2. The councils of the town of Walkerville and of the town of Ford City may before the 1st day of June, 1929, pass a by-law or by-laws to assume the shares of the liability allotted to the town of Riverside and to the township of Sandwich East under the report of the engineer of the Essex Border Utilities Commission dated the 31st day of August, 1928, and provided the whole of the said liability has been assumed by by-law or by favourable vote, sections numbered 3 to 10 hereof shall forthwith come into force.

Purchase of water system confirmed.

3. The purchase of the works and property of the Walkerville Water Company, Limited, and the Walkerville Construction Company, Limited, by the Essex Border Utilities Commission is hereby confirmed and the agreement dated the 10th day of October, 1928, between the Walkerville Water Company, Limited, and the Walkerville Construction Company, Limited, of the one part, and the Essex Border Utilities Commission, of the other part, as set out in Schedule

"A" hereto, is hereby declared to be legal, valid and binding on the parties thereto and on the ratepayers of the municipal corporations which have voted in favour of the said purchase and the said parties are hereby authorized to carry out their respective obligations and exercise and enjoy their respective rights and powers thereunder.

4. The acquisition of the said works and property of the Walkerville Water Company, Limited, and the Walkerville Construction Company, Limited, used for the purpose of supplying water, by the Essex Border Utilities Commission is hereby declared to be a work authorized under *The Consolidated Essex Border Utilities Act, 1929*, and the provisions of the said Act shall apply thereto, and the said commission may by by-law borrow money sufficient to pay the amount of the purchase price as finally adjusted under the provisions of said agreement dated the 10th of October, 1928, and the expenses incidental to the said purchase and may issue debentures bearing such rate of interest as the commission may see fit for the sums so borrowed under the provisions of section 10 of the said Act without further submission of the same to the electors.

5.—(1) For the purpose of assisting in the payment of the principal or interest of debentures for waterworks purposes issued or assumed by the said commission under the authority of this Act, the commission may in any municipality which has voted in favour of the said purchase impose an annual special rate not exceeding eleven cents per foot of frontage upon all land fronting or abutting upon any highway, lane or other public communication in, through, or along which waterworks mains are laid, as well as all other land distant not more than three hundred feet therefrom whether or not the owners or occupants thereof use the water.

(2) The said special rate shall not be imposed upon or collected from the owner or occupant of land upon which a special rate under *The Local Improvement Act* is payable for the construction of such a watermain where the payment of same has not been assumed by the commission under subsection 4 hereof.

(3) The commission, upon the production by an owner or occupant using the water of the receipt for the payment of the rate or rent chargeable for the use thereof during the year or such proportion thereof as equals such special rate, shall remit or allow to such owner or occupant the amount so paid as a payment of or on account of such special rate.

(4) Upon the imposition of a rate under subsection 1 hereof the commission shall thereafter provide the funds

Con. Essex
Border
Utilities
Act, 1929,
to apply
to system
purchased.

To pay
debentures
Commission
may impose
frontage
rate.

No rate on
land paying
Local Im-
provement
rate.

Payment of
Local Im-
provement
rate to
apply on
water rate.

Commission
to assume
Local Im-
provement
debentures.

necessary for the liquidation of all unpaid instalments of the debentures issued before the 1st day of January, 1929, under *The Local Improvement Act* for watermains by the municipal corporation within which such rate is imposed, but the commission shall not assume local improvement debentures of the town of Riverside or of the township of Sandwich East without the consent of the councils of the towns of Walkerville and Ford City.

Commission
to pay
Local Im-
provement
debentures
by an
annual
uniform
rate.

(5) The commission, instead of paying the whole of the instalment of said local improvement debentures falling due each year, may pay an equal annual sum during the whole of the remainder of the period during which such instalments fall due from the funds raised by said special rate and may from time to time by by-laws passed without the assent of the electors borrow money to provide for deficits arising by reason of the payment of such equal annual sums and may issue debentures for the sums so borrowed payable on the instalment plan the last instalment of which shall fall due not later than the last instalment of the said debentures issued by the respective municipal corporation and the same shall be binding upon the Essex Border Utilities Commission, the said municipal corporation and the ratepayers thereof.

Water
system to
be under
control of
Commission.

6. The watermains, pipes and accessories and attachments forming part of the said water system operated or supplied by but not purchased as aforesaid from the Walkerville Water Company, Limited, or the Walkerville Construction Company, Limited, and all additions thereto or extensions thereof shall be under the control and management of the said commission and the commission may pass by-laws to regulate and prohibit the connection of mains and pipes to the said water system and the supply of water therein and may take such steps and may do such acts as may be necessary to protect the said system or any part thereof or the pressure or flow of water contained therein in the same manner and to the same extent as if the same formed part of the system purchased.

Commission
may entrust
manage-
ment of
system to
a special
committee.

7. The commission may pass by-laws for entrusting the management of the said water system to a committee consisting of all the representatives on the commission of the municipalities which have voted in favour of the purchase and a chairman who shall be a member of the commission and who shall be agreed upon by the said representatives annually or in case of failure to agree by the 1st day of February in any year or of vacancy occurring during the year shall be appointed by the commission and the said by-laws shall not be repealed or amended except upon a vote of two-thirds of all the members of the commission.

8. The Essex Border Utilities Commission may in addition to its general power under *The Consolidated Essex Border Utilities Act* construct extensions and additions to the said system including watermains, service pipes, accessories and attachments also feeder mains and a new pumping station and may by by-laws passed without the assent of the electors borrow money to pay the cost thereof and may issue debentures for the sums so borrowed payable on the instalment plan and the same shall be binding upon the Essex Border Utilities Commission, the municipal corporations which have voted in favour of the purchase and the ratepayers thereof subject to the following provisos:—

- (a) The amount expended for such extensions and additions in any one municipality in which any part of the system lies shall not exceed the sum of \$25,000 in any year.
- (b) The said amount of \$25,000 may be increased to \$50,000 in any municipality which has voted in favour of the purchase when so authorized by by-law of the council thereof and for any special work shall be so increased and the work constructed when the by-law so directs.

9. The commission may by a report of its engineer under section 13 of *The Consolidated Essex Border Utilities Act, 1929*, redistribute and adjust the shares of the liability assumed under section 1 hereof and the town of Riverside or the township of Sandwich East may submit to the electors qualified to vote on money by-laws a question whether they are in favour of the said purchase accordingly and in the event of approval the commission may by by-law declare the said works and property so purchased to be held for the benefit of the municipalities so approving as well as those that have already voted and the municipal corporations and the ratepayers thereof shall thereby become liable for their proportionate share of the purchase price and the cost of operating, maintaining, extending and improving the said system and the provisions of the said Act shall apply as if the approval had been given originally.

10. Nothing in this Act contained shall affect the right of any of said municipal corporations upon its amalgamation with or absorption by any other municipality to claim the benefit of their share in said works and property and the extensions and additions thereto as part of their assets and whether their investment in the same was made in money or in money value.

11. This Act shall come into force and effect upon receiving the Royal Assent.

SCHEDULE "A"

Agreement made this tenth day of October, in the year of our Lord one thousand nine hundred and twenty-eight.

BETWEEN:

THE WALKERVILLE WATER COMPANY LIMITED and
THE WALKERVILLE CONSTRUCTION COMPANY LIMITED,
hereinafter called the "Companies,"

of the first part;

—and—

THE ESSEX BORDER UTILITIES COMMISSION,
hereinafter called the "Commission,"

of the second part.

Whereas the Companies operate the public utility within the Essex Border Municipalities of supplying water and the Commission pursuant to the authority vested in it under *The Public Utilities Act* and *The Consolidated Essex Border Utilities Act* did give notice of its desire to acquire the said utility, and negotiations were undertaken in order to arrive at an agreement as to the actual value as provided in the said Public Utilities Act, and Mr. J. Clark Keith, the Engineering acting for the Commission in co-operation with Mr. William Storrie, Consulting Engineer for the Companies, did arrive at an agreement as to the said value as shown by the report, dated the 12th day of July, 1928;

Therefore it is agreed as follows:—

1. The Companies agree to sell and the Commission agrees to buy the works of the Walkerville Water Company Limited and the Walkerville Construction Company Limited, and all property used in connection therewith for the purpose of supplying water, and being the property set out or referred to in the said report of Mr. J. Clark Keith, dated the 12th day of July, 1928, which is hereby made a part of this agreement and the lands and premises set out in Schedule "A" hereto, and all easements, rights, powers, authorities and privileges, enjoyed or exercised by the said Companies or either of them, and all contracts in force on the day provided herein for transfer, and all documents relating to the said undertaking, except the Companies' Charters, By-laws, Minute Books, Share Registers, Stock Certificate Books, Transfer Books, Bank Books, Financial Statements and Cash Books and or Ledgers not containing water consumers accounts and other documents relating to the organization and management of the Companies.

2. The said assets shall be transferred free from all liens, charges, mortgages, encumbrances, claims, debts and obligations except the obligations under the documents mentioned in Schedule "B" hereto which lastly mentioned obligations the Commission hereby covenants, promises and agrees to assume and carry out and perform, subject to the provisions of such documents.

3. Until the said 31st day of December, 1928, the Companies and each of them shall keep up as nearly as may be the properties of every nature, so to be transferred, and shall do no act to invalidate or terminate any easement, right, power, privilege or benefit of any contract enjoyed or exercisable by the said Companies or either of them.

4. The consideration for the said sale shall be the payment by the Commission to the Companies of the said sum of Six Hundred and Six Thousand One Hundred and Thirty-two Dollars and Forty Cents (\$606,132.40) on the 31st day of December, 1928, as shown by the said report, or at the option of the Companies, by the transfer to the said Companies of the equal annual instalment debentures of the Essex Border Utilities Commission bearing 5 $\frac{1}{4}$ per cent. interest and running for thirty years.

5. The Companies shall until the transfer day carry on and manage their undertaking according to their usual course of business, including the extensions and changes projected for the year 1928, as estimated by said Engineers and mentioned in the said report, and shall uphold, maintain and keep the works and property included in their undertaking in the present state and condition (reasonable wear and tear excepted) and shall continue to keep proper accounts. Provided always, that the Companies shall not, without the previous consent in writing of the Commission, borrow money on mortgage or otherwise, and shall not, without the like consent, contract, make or enter into any new liability contract, agreement or other obligation in respect of their undertaking, except such as may be necessary in the ordinary course of the proper conduct of the affairs of the Companies, and with the intention of benefiting the undertaking.

6. From and after the transfer day, and until the Companies shall be finally wound up and dissolved, the Companies shall have full access at all reasonable time to the registers, documents, books and accounts relating to their undertaking for the purpose of making up the accounts of the Companies and for all other reasonable purposes in relation to the winding up of the Companies, and the Commission shall permit the officers and servants of the Commission who have been in the employ of the Companies so far as may be necessary for such purposes, and compatible with the execution of their duties to the Commission to assist in making up such accounts.

7. On payment by the Commission of the consideration for the sale the Companies shall forthwith execute all deeds and documents, and do all things reasonably required by the Commission for carrying into effect the sale and purchase, and for duly transferring to and vesting in the Commission the properties and rights hereby agreed to be sold, free from all debts, liabilities and encumbrances affecting the same, subject as aforesaid, and for letting the Commission into possession thereof, and shall also by way of further assurance, but at the expense of the Commission, execute or procure the execution of such deeds and documents by other persons.

8. The day appointed for the completion of the sale and purchase (hereinbefore referred to as the transfer day) shall be the 31st day of December, 1928, and if from any cause all or any part of the said sum of Six Hundred and Six Thousand, One Hundred and Thirty-two Dollars and Forty Cents (\$606,132.40) forming the consideration for the sale, or of any other sums payable by the Commission on that day, shall not be paid on that day, the Commission shall pay to the Companies interested at the rate of $5\frac{1}{4}$ per cent. per annum on the moneys so remaining unpaid from the transfer day until payment thereof.

9. If from any cause the sale and purchase shall not actually be completed on the transfer day the Companies shall as agents for and at the expense and risk of the Commission, but subject to the provisions of Section 12 hereof, carry on the undertaking until the sale and purchase shall be actually completed, and the Commission shall on or before the actual completion of the sale and purchase repay to the Companies all moneys expended by them whilst acting as such agents.

10. After the sale and purchase shall have been actually completed, the Companies shall continue to subsist only for the purpose of winding up their affairs, and they shall hold the purchase moneys paid to them by the Commission in trust out of the said sum of \$606,132.40 to pay the debts and liabilities payable by them and to distribute the balance of such sum amongst the shareholders in a due course of distribution.

11. The Commission shall assume and be responsible for the Water Company's obligations under its franchises and contracts for supplying water, also its contracts with Hiram Walker & Sons Limited, and for all other contractual obligations of both Companies for supplies which may become liabilities after the 31st of December, 1928.

12. This agreement is made and entered into subject to the condition precedent that at or before the next annual municipal election proper

authorization shall have been obtained by the Commission by a favourable vote of the ratepayers of such of the Essex Border Municipalities as may be required to vote upon the same, under the provisions of *The Consolidated Essex Border Utilities Act, 1921*, and in event of such favourable vote or authorization not being obtained by the said date, this agreement shall be null and void as if the same had never been entered into, and the said Companies shall do no act to obstruct or prevent the obtaining of the said authorization.

In witness whereof the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED,

in the presence of:

(SEAL)

THE WALKERVILLE WATER COMPANY
LIMITED,

By "C. A. BROWN,"

Secretary-Treasurer.

"HIRAM H. WALKER,"

President.

WALKERVILLE CONSTRUCTION COM-
PANY LIMITED,

(SEAL)

"HIRAM H. WALKER,"

President.

"C. A. BROWN,"

Secretary-Treasurer.

ESSEX BORDER UTILITIES COMMISSION,

(SEAL)

"O. E. FLEMING,"

Chairman.

"R. B. BRAID,"

Secretary-Treasurer.

SCHEDULE "A"

TOWN OF FORD CITY STATEMENT OF DEBTURE LIABILITY FOR WATERMAINS

	Maturity	Years	Original Amount of Issue	Years	Equal Annual Payment	Principal Amount Out- standing at Dec. 31st, 1928	Rate of Interest
By-law 68	1930	15	\$11,538 72	2	\$1,149 55	\$2,122 44	5 1/2
By-law 74	1930	15	3,724 79	2	371 08	685 22	5 1/2
By-law 103	1931	15	8,083 18	3	832 26	2,224 71	6
By-law 182	1935	15	8,400 79	7	864 96	4,828 60	6
By-law 255	1936	15	7,786 83	8	828 15	5,042 41	6 1/2
By-law 256	1936	15	7,790 88	8	828 58	5,045 03	6 1/2
By-law 317	1937	15	21,795 88	9	2,318 04	15,429 26	6 1/2
By-law 367	1942	20	48,958 32	14	4,096 80	39,286 85	5 1/2
By-law 491	1938	15	4,063 94	10	418 43	3,079 73	6
By-law 510	1938	15	17,078 18	10	1,758 41	12,912 10	6
By-law 621	1939	15	8,811 89	11	877 88	7,104 35	5 1/2
By-law 715	1945	20	21,883 24	17	1,755 97	19,726 89	5
By-law 758	1946	20	54,455 64	18	4,369 66	51,079 51	5
By-law 828	1942	15	3,728 06	14	359 17	3,545 24	5
By-law 494	1933	10	5,000 00	5	679 34	2,861 62	6
			\$233,100 34		\$21,508 28	\$175,073 99	

CHARGES ASSURED UNDER SANDWICH EAST TOWNSHIP ANNEXATION

Sandwich East 649, 1930	Watermains	\$18,877 08	\$1,933 15	\$3,503 45	6 1/2	15 years
Sandwich East 856, 1930	Watermains	4,177 25	579 37	1,057 92	6 1/2	10 years
Sandwich East 857, 1930	Watermains	9,748 61	1,352 10	2,468 99	6 1/2	10 years
Sandwich East 864, 1935	Watermains	19,941 12	2,120 86	11,631 53	6 1/2	15 years
		\$299,844 40	\$27,493 76	\$207,795 88		
			1,348 80			
			\$28,842 56			



BILL.

An Act respecting the purchase of water-
works by the Essex Border Utilities
Commission.

1st Reading

2nd Reading

3rd Reading

MR. POLSON

(*Private Bill*)

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to amend and consolidate the Acts
respecting the Essex Border Utilities
Commission.

WHEREAS the Essex Border Utilities Commission was ^{Preamble} established by an Act passed in the sixth year of the reign of His Majesty King George the Fifth, chaptered 98, with authority to construct and operate certain works within the Essex Border municipalities which Act was amended from time to time and the several Acts were consolidated by chapter 99 of the Acts passed in the eleventh year of the reign of His Majesty King George the Fifth; and whereas amendments have been made to the said consolidated Act; and whereas the Essex Border Utilities Commission has, by its petition represented that it is desirable to again consolidate the said Act, and the several amendments thereto, and it is expedient to grant the prayer of the said petition;

Therefore, His Majesty by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Consolidated Essex Border* ^{Short title} *Utilities Act, 1929.*

2. In this Act, except in so far as the provisions of this ^{Inter-} section would give to any word or words, expression or ^{pretation.} clause an interpretation inconsistent with the context:—

- (a) "Windsor" shall mean the corporation of the city of Windsor;
- (b) "Walkerville" shall mean the corporation of the town of Walkerville;
- (c) "Sandwich" shall mean the corporation of the town of Sandwich;
- (d) "Ojibway" shall mean the corporation of the town of Ojibway;

- (e) "Ford City" shall mean the corporation of the town of Ford City;
- (f) "Sandwich West" shall mean the corporation of the township of Sandwich West;
- (g) "Sandwich East" shall mean the corporation of the township of Sandwich East, in the county of Essex. 1921, c. 99, s. 2, cls. (a-g);
- (h) "Essex Border municipalities" shall mean and include the municipal corporations of the city of Windsor, the towns of Walkerville, Sandwich, Ford City, Riverside, LaSalle and Ojibway and those portions of the townships of Sandwich East and Sandwich West defined in Schedules "A" and "C" and such other areas thereof as may be added under the provisions of this Act and any new municipalities hereafter established which include any portion thereof and "Essex Border utilities district" shall mean the area of land from time to time included within the same. 1928, c. 64, s. 2 (1);
- (i) "Councils" shall mean the councils of all the said corporations or of such two or more of the said corporations, as the context shall refer to;
- (j) "Engineer" shall mean an engineer employed by The Essex Border Utilities Commission;
- (k) "Construct" shall include reconstruct wholly or in part from time to time, as may be deemed necessary or expedient;
- (l) "The Commission" shall mean "The Essex Border Utilities Commission" in this Act provided for;
- (m) "Municipal Board" shall mean the Ontario Railway and Municipal Board. 1921, c. 99, s. 2, cls. (i-m);
- (n) "Riverside" shall mean the corporation of the town of Riverside;
- (o) "Tecumseh" shall mean the corporation of the town of Tecumseh. 1922, c. 109, s. 1;
- (p) "LaSalle" shall mean the corporation of the town of LaSalle. 1928, c. 64, s. 2 (2);
- (q) "Electors" shall mean electors qualified to vote on money by-laws under the provisions of section 274

of *The Municipal Act*, except when used in subsection 1 of section 3 of this Act. 1928, c. 64, s. 3;

- (r) "Sewer" shall mean trunk sewer or drain and include a means for carrying surface, storm or waste water as well as sanitary sewage. Nothing herein contained shall interfere with the jurisdiction of the several Essex Border municipalities as to drains and sewers lying wholly within their respective territorial limits. 1928, c. 64, s. 9.

3.—(1) For the purposes hereinafter mentioned there shall be a Commission consisting of the head and elected commissioners from each of the following municipalities, that is to say:—

Members of
Commission.

- (a) The Mayor of Windsor shall be *ex-officio* a member of the Commission, and the electors of Windsor shall every three years elect four persons to be members of the Commission;
- (b) The Mayor of Walkerville shall be *ex-officio* a member of the Commission, and the electors of Walkerville shall every three years elect one person to be a member of the Commission;
- (c) The Mayor of Sandwich shall be *ex-officio* a member of the Commission, and the electors of Sandwich shall every three years elect one person to be a member of the Commission;
- (d) The Mayor of Ford City shall be *ex-officio* a member of the Commission, and the electors of Ford City shall every three years elect one person to be a member of the Commission;
- (e) The Mayor of Ojibway shall be *ex-officio* a member of the Commission, and the electors of Ojibway shall every three years elect one person to be a member of the Commission;
- (f) The Reeve of Sandwich West shall be *ex-officio* a member of the Commission, and the electors of Sandwich West shall every three years elect one person to be a member of the Commission; 1921, c. 99, s. 3 (1), cls. (a-f).
- (g) The Mayor of Riverside shall be *ex-officio* a member of the Commission, and the electors of Riverside shall every three years elect one person to be a member of

the Commission. 1921, c. 99, s. 3 (1) cl. (g); 1922, c. 109, s. 3;

- (h) The Mayor of LaSalle shall be *ex-officio* a member of the Commission, and the electors of LaSalle shall every three years elect one person to be a member of the Commission;
- (i) The Reeve of Sandwich East shall be *ex-officio* a member of the Commission and the electors of Sandwich East shall every three years elect one person to be a member of the Commission;
- (j) The elected commissioners shall hold office for a term of three years;
- (k) The council of the corporation of the township of Sandwich East shall appoint one person to be a member of the Commission for the year 1928 and his successor shall be elected at the next annual municipal election. 1928, c. 64, s. 4.

(2) The Commission shall be a body corporate and politic under the name of "The Essex Border Utilities Commission."

Representa-
tion of new
municipali-
ties.

(3) In case any portion of the townships of Sandwich East or West within the Essex Border utilities district shall be included in a new municipality the council of such new municipality shall upon its organization by by-law appoint one person as commissioner for the year in which such municipality is established to hold office for the remainder of that year and until his successor is elected, who with the head of the municipality shall be its members; and the electors of the new municipality shall at the next annual municipal election and every three years thereafter elect one person to be a member of the Commission to hold office for three years. 1921, c. 99, s. 3 (2, 3).

Suspension
of provisions
of Act
constituting
Tecumseh
one of
Border
municipali-
ties.

- (a) The provisions of *The Consolidated Essex Border Utilities Act*, constituting the Town of Tecumseh, one of the Border municipalities, shall not apply to the town of Tecumseh after the first day of January 1922, nor shall the town of Tecumseh be liable for the general expense of the Essex Border Utilities Commission or contribution for special works after said date, nor shall the town thereafter be included in the Essex Border utilities district. 12-13 Geo. V, c. 109, s. 7.

- (b) The council of the town of Tecumseh may by by-law Power of Tecumseh by by-law to bring itself under provisions of Act again passed before the first day of November in any year, make all the provisions of *The Consolidated Essex Border Utilities Act, 1929*, apply to the said town or may except therefrom the provisions as to the local board of health, but the said by-laws shall not take effect until the next first of January after the passing thereof, and thereafter the town of Tecumseh shall constitute one of the Essex Border utilities district and be entitled to elect a representative on the Commission as provided in subsection 3 of section 3 of this Act;
- (c) Nothing herein contained shall affect the liability of Liability of Tecumseh for obligations of Commission before Jan 1, 1922, not affected. the corporation of the town of Tecumseh or the lands lying therein, for its share of the obligations of the Commission or of the township of Sandwich East arising before the first day of January, 1922. 1922, c. 109, s. 7.
- (d) Where at an election a majority of the electors voting Provision for bringing in parts of Twps. Sandwich E and W in any area forming part of the township of Sandwich East or of Sandwich West, have voted favourably upon a question whether they desire the provisions of *The Consolidated Essex Border Utilities Act, 1929*, to apply to such area, the council of the corporation of the township of Sandwich East or of the township of Sandwich West as the case may be may pass a by-law making the provisions of the said Act applicable to such area and the provisions of the said Act shall thereafter apply to such area as if contained in Schedule "A" or "C" hereto. 1928, c. 64, s. 5 (1).
- (e) The council of a township adjoining the Essex Border utilities district where the electors of any area thereof have voted in favour of including the area in the Essex Border municipalities may if not already represented appoint a commissioner for the year in which the election takes place and the provisions of this Act shall thereafter apply thereto. 1928, c. 64, s. 5 (2).
- (4) In case the new municipality or municipalities shall include the whole of the area of any municipality now having Exclusion of absorbed municipalities. representation upon the Commission the head of and commissioner from the municipality so ceasing to have any area within the jurisdiction of the Commission shall cease to be members of the Commission at the end of their current terms of office and should any new area of the said township of

Sandwich East or of Sandwich West be included it shall likewise be entitled to representation on the Commission under this section if the township within which it is situate is not already so represented. 1921, c. 99, s. 3 (4); 1924, c. 93, s. 3.

- Vacancies. (5) When a vacancy in the membership of the Commission occurs from any cause the proper council in that behalf shall immediately appoint a successor who shall hold office during the remainder of the calendar year or if the vacancy occurs after the 1st day of November in any year until the end of the next calendar year, but in either case the electors of the municipality shall at the next annual municipal election held to elect officers for the year next after the appointees' term elect a member of the Commission to hold office for three years.
- (a) Any elected member of the Commission whose term of office has expired shall be eligible for re-election;
- (b) No person while he is a member of a municipal council shall be a member of the said Commission. 1921, c. 99, s. 3 (5); 1924, c. 93, s. 2.
- Chairman, election of. (6) (a) The Commission shall annually at a meeting to be held in the month of January, elect one of the members thereof to be chairman of the Commission, who shall hold office for one year and until his successor is elected. The chairman shall preside at all meetings of the Commission at which he is present, and in the absence of the chairman the members present shall elect one of such members to preside and who during such absence shall have and may exercise the powers of the chairman;
- Quorum. (b) A majority of the commissioners shall constitute a quorum;
- Seal. (c) The Commission shall have a common seal and may from time to time alter or change the same;
- Officers, appointment of. (d) The Commission may appoint a secretary, a chief engineer, and such other officers, superintendents, inspectors, foremen, engineers, accountants, servants and workmen as may be deemed requisite. The salaries or other remuneration of the persons so appointed shall be fixed by the Commission;
- Remuneration. (e) Any contract entered into by the Commission and sealed with the seal and signed by the chairman and
- Contracts, when to be binding.

secretary thereof shall be binding upon the Commission;

- (f) The Commission shall keep proper records and books, Books of account and records including books of account, in which shall be recorded and entered the business of the Commission;
- (g) Section 42 of *The Public Utilities Act* shall apply to the Commission in so far as the same is applicable; Application of Rev. Stat. c. 219
- (h) The members of the Commission shall serve without salary; Service without salary
- (i) The commissioner elected or appointed by any municipality may reside in any other of the above mentioned municipalities but otherwise the provisions of parts II, III and IV of *The Municipal Act*, which are applicable to members of the council of a local municipality shall apply *mutatis mutandis* to the members of the Commission; Commissioner may reside in another municipality. Rev. Stat. c. 233
- (j) All financial officers of the Commission before entering on the duties of their office shall give such security as the Commission directs for the faithful performance of their duties and for duly accounting for and paying over all moneys which come into their hands; Financial officers to give security
- (k) In the absence of the mayor or reeve of any Essex Border municipality by reason of illness or otherwise the acting mayor or reeve may act on the Commission in his place; Who to act in absence of mayor or reeve.
- (l) The non-attendance of an elected Commissioner for three successive months at the meetings of the Commission of which three days' notice has been given shall *ipso facto* constitute a resignation of the Commissioner and the Commission shall at the next meeting proceed as in the case of vacancy in membership unless good cause for such absence is then shown and the Commission shall by resolution declare the same to be sufficient. 1921, c. 99, s. 3 (7). Non-attendance effect of

FINANCES.

4. Moneys required for the general purposes of the Commission shall be provided by the Essex Border municipalities in proportion to the number of representatives that each municipality is entitled to have on the Commission. Cost to be paid by municipalities.

Liability of
new municipality for
debt.

- (a) In case of the inclusion of any of the said municipalities or any parts thereof in new municipalities, the new municipalities shall become liable forthwith for the proper share of debts charged upon the lands included therein and of the expenditures for general purposes, and in case of absorption of the whole area of a municipality within the jurisdiction of the Commission by a new municipality, the municipality whose area has been so absorbed shall cease to be liable for its share of the expenditures of the Commission for general purposes incurred after the date of absorption. 1921, c. 99, s. 4; 1922, c. 109, s. 6.

Applications
to be made
for money.

5. The moneys required by the Commission shall be provided and paid over to the Commission from time to time on the application of the Commission. The application may state a total sum required at the time of making such application and the portion thereof required from and payable by each of the said corporations.

- (a) The application shall be in writing and sealed with the seal of the Commission and signed by the chairman and secretary, and may be in the form set forth in Schedule "B" or to the like effect. A duplicate original of such application shall be delivered to the clerk of each corporation. 1921, c. 99, s. 5.

Approval of
electors
required.

6. No application for money for construction of any proposed work or undertaking shall be made until after the preliminary report provided for in section 13 has been filed and the approval of the electors of such municipality has been obtained under section 15. 1921, c. 99, s. 6.

Recovery of
cost by
Commission.

7. The sum stated in any application to be payable by any of the said corporations shall be a debt due by such corporation to the Commission and may be recovered by the Commission from such corporation by suit in any court of competent jurisdiction.

- (a) The application as made shall be conclusive evidence that the sum mentioned in such application is due and payable to the Commission. 1921, c. 99, s. 7.

What to be
included in
cost.

8. All moneys paid over to the Commission for general purposes before the construction of any of the works shall so far as the engineer of the Commission may deem proper be charged as part of the cost of some particular work and upon its completion and the payment of the cost thereof to the Commission shall be repaid by the Commission to the muni-

cipality which advanced the same and any cost or expense not properly chargeable to any particular work shall be borne by the municipalities in proportion to the number of elected representatives that each municipality is entitled to have on the Commission. 1921, c. 99, s. 8.

9. The council of each of the said corporations shall forthwith after application therefor pay the moneys required by the Commission for general purposes out of the current revenue of the corporation. What to be paid out of current revenue

(1) Any sum so payable by the township of Sandwich West or by the township of Sandwich East shall be raised by a special rate upon all the rateable property in that part of the municipality described in Schedule "A" or in Schedule "C" respectively and the amount payable by any person in respect thereof shall be entered by the clerk on the collector's roll and shall be collected at the same time and in the same manner as ordinary municipal taxes. Special rate

(2) Any special rate imposed for the purpose of paying expenditures for general purposes or those chargeable as part of the cost of the works, or for the purpose of payment of debentures shall in each case form a special fund to be applied to its particular purpose and no other. 1921, c. 99, s. 9; 1926, c. 78, s. 5. Rates to form special funds.

10.—(1) For the purpose of paying for any of the works authorized to be constructed or acquired under this Act or for borrowing such further sums as may be necessary to complete, extend or improve the same or to meet the cost of extensions or improvements already made, the Commission may agree with any bank or person for temporary advances to meet the cost thereof and may by by-law from time to time issue debentures for the sum so borrowed, and the debt so incurred and the debentures so issued shall be a direct liability to the lender or holder by both the Commission and by each of the said approving corporations at large to the extent of the share of each as settled by a report under section 13 hereof or by the Municipal Board on appeal thereto (if any) under section 14 or 20 hereof. 1921, c. 99, s. 10 (1); 1925, c. 85, s. 2. Debentures to be issued by Commission.

(a) Before passing a by-law to borrow by the issue of debentures to meet the cost of completing, extending or improving any work previously authorized the Commission shall procure from their engineer a report under section 13 hereof apportioning the additional cost amongst the municipalities liable but it shall not be necessary to submit to the electors a further question in regard to the same. 1927, c. 108, s. 3. Engineer's report on cost of extension required.

Application
of Rev.
Stat., c. 233.

(2) The provisions of *The Municipal Act* as to by-laws for creating debts, including sections 304 and 305 shall apply to said by-laws, except that it shall not be necessary that any by-law providing for the issue of debentures relating to any particular work already approved of be submitted to the electors of any of the said corporations for their assent; and the recitals shall be those applicable to each of the said corporations. The power to issue debentures for completion, extension or improvement of any works already commenced shall only be exercised with the consent of the Municipal Board. 1921, c. 99, s. 10 (2); 1925, c. 85, s. 2.

Corpora-
tions to
impose rate
to pay
debentures.

(3) Forthwith after the passing of any debenture by-law the Commission shall serve upon each of the corporations liable to pay any share thereof a duplicate original of the by-law and the council of each of the said corporations shall at the next and each successive tax levy thereafter for the number of years the debentures are to run, impose a special rate over and above all other rates sufficient to pay its share of the principal, interest and cost of the said debentures on all the rateable property in the municipality to be collected at the same time and in the same manner as other rates.

(4) The amounts so raised shall be paid over to the Commission by each municipality and shall be used by the Commission for the purpose of retiring the debentures for which they were raised and for no other purpose whatever.

(5) The debentures may run for a term not exceeding thirty years from the time the same are issued.

(6) Any special rate so imposed shall in the case of Sandwich West or Sandwich East be charged upon and collected from only the portion thereof described in Schedule "A" or "C" hereto respectively.

Borrowing
until re-
quisitions
paid.

(7) The Commission may by by-law authorize the chairman and treasurer to borrow the sums necessary to meet current estimated annual expenditure for general purposes and for special outlays the latter not exceeding the amount of the estimated requisitions or demands on account of works or undertakings which the Commission may legally make during the year and shall have the power given to a municipal corporation to borrow under section 335 of *The Municipal Act*. Any interest charges incurred shall be payable by the municipality in default.

Rev. Stat.,
c. 233.

Issuing de-
bentures for
connections.

(8) The Commission may where authorized by resolution of the council of a municipality pass a by-law to pay for the cost of reports or of the connections under subsection 3 of section 22

or subsection 2 of section 23 of this Act by the issue of debentures under the provisions of section 10 and the assent of the electors shall not be required thereto, and the municipality shall be liable for the amounts of the debentures and interest as they fall due in the same manner as for other debentures under this Act.

(9) Any plant or works and land acquired for the purpose of a work and the property appertaining thereto, shall be specially charged with the repayment of any sum borrowed by the Commission for the purposes of such work or plant and for any debentures issued therefor, and the holders of such debentures shall have a preferential charge on such plant, works and land for securing the payment of the debentures issued in respect thereof, and the interest thereon.

(10) The debentures issued hereunder shall be under the seal of the Commission and signed by the chairman and secretary. 1921, c. 99, s. 10 (3-10).

11. Notwithstanding the provisions of this Act, wherever it is provided that the electors shall assent to or do any act, the same shall not apply to the town of Ojibway until after the 31st of December, 1919, or any lawful extension in office after that date of the council of the said town appointed under the provisions of section 4 of chapter 108 of the Acts passed in the third and fourth years of the reign of His Majesty King George V, and until such time the assent of the majority of the council of the said town shall be a sufficient compliance with the provisions of this Act. 1921, c. 99, s. 11.

12. The cost of the construction, maintenance and operation of works authorized by this Act shall be borne and paid by the Essex Border municipalities in the proportion in which the said corporations will be benefited by the said works. Such proportions shall be ascertained and determined by the engineers employed by the Commission. 1921, c. 99, s. 12.

REPORTS AND SUBMISSION TO ELECTORS.

13. The Commission shall, before undertaking any work provided for by this Act, employ an engineer to make a preliminary examination and survey of the proposed work and a report, estimate and apportionment of the cost of each of the said works. The Commission shall file a copy of the said report, estimate and apportionment with the clerk of each of the said corporations.

(a) The cost of the preliminary examination, survey, report and estimate shall not exceed the following sums, that is to say:—

where the estimated cost of the proposed work is not more than \$25,000, 5 per cent.;

where the estimated cost exceeds \$25,000, an additional 3 per cent., up to \$50,000, on the excess;

where the estimated cost exceeds \$50,000, an additional 2 per cent., up to \$100,000 on the excess;

where the estimated cost exceeds \$100,000, an additional 1 per cent. on the excess. 1921, c. 99, s. 13.

Appeal to the Municipal Board as to proportions of cost payable.

14. The Commission or the council of any corporation which may become liable under the report for any portion of the cost of any of the said works, and which is not satisfied with the apportionment made by the said report, may, within thirty days after the filing of the said report with the clerk, appeal therefrom to the Municipal Board by notice of such appeal served upon the head or the clerk of each of said corporations and in that event the question of the proportions shall stand referred to and be decided by the Municipal Board. Any of the councils may assume and undertake the conduct of the proceedings before the Municipal Board.

(a) The proceedings on an appeal under any section of this Act shall be in accordance with the rules and practice of the Municipal Board.

(b) The Municipal Board shall decide upon and determine the said proportions, and the decision of the Municipal Board shall be final. A duplicate of the order of the Municipal Board shall be filed with the Commission. 1921, c. 99, s. 14.

Submissions of questions to electors.

15.—(1) The councils shall after receiving the preliminary report and estimate provided for in the preceding section submit a question in regard to the work to the electors of the proper corporations under the provisions of Part X of *The Municipal Act*. 1921, c. 99, s. 15 (1).

Rev. Stat., c. 233.

(2) In Sandwich West and Sandwich East the question or questions shall be submitted to the electors in that part of the municipality described in Schedule "A" or "C" respectively, and no others and the approval of a majority of the proper electors in either of the said areas shall constitute the approval of the respective corporation. 1921, c. 99, s. 15 (2); 1926, c. 78, s. 3.

(3) The following is the form of the question above mentioned:—

- (a) Do you approve of constructing the works authorized by *The Consolidated Essex Border Utilities Act, 1929*, the total cost of which is \$ and the estimated cost to this municipality is \$?

1921, c. 99, s. 15 (4) *amended*.

(4) The question shall be modified to accord with the circumstances of each undertaking proposed and shall be submitted only to the electors of the municipalities liable for a share of the cost thereof, if approved, and, except as otherwise provided, the work may be constructed upon approval by three or more of the corporations liable as aforesaid.

(5) Subject to the provisions of *The Public Health Act* until the electors of any of the said municipalities shall have voted favourably, nothing in this Act contained shall prevent any such municipality from constructing, establishing, installing and operating within the limits thereof any system or plant for the disposal of sewage or for establishing and operating any water-works or extending or improving any such system or plant already established within the municipality.

Rev. Stat.
c. 262.
Municipal-
ity may con-
struct works
before sub-
mission to
electors.

(6) Subject to the provisions of subsection 7 the Commission may, after the final settling of the apportionment under a report filed require the councils to submit the question or questions to the electors and in the event of the council of any Essex Border municipality not submitting the same to its electors within two months the Commission may apply to the municipal board for an order providing for the vote to be taken to determine whether or not the majority of the electors are in favour of answering the question in the affirmative or the negative and fixing the time and place for the taking of the vote, naming the returning and deputy returning officers and making such further provisions therefor as may be deemed necessary and the said Board shall have power to make an order to that effect.

Application
to Railway
Board on
failure of
municipal
council to
submit
question.

(7) If the question or questions to be submitted are based upon a report respecting sewers or sewage by which the corporation of the city of Windsor is affected, or respecting the water supply or waterworks of any municipality, the said question or questions shall be submitted to the electors of the various municipalities on a day on which the annual municipal elections are held unless the proper councils agree to submit the same upon some other day. 1921, c. 99, s. 15 (5-8).

Cost of preliminary survey and reports

16. In the event of the electors of any corporation not approving of the construction of the works referred to in the question or questions, submitted to the electors the cost of the said preliminary survey, report and estimate shall be borne by all of the said corporations, as provided in section 8 and the amount payable by each corporation shall be a debt payable by such corporation to the Commission. Upon receiving from the Commission an application for payment thereof, as hereinbefore provided, the corporation shall forthwith pay the same; but in the event of the electors of the corporation approving of the construction of the works referred to in the question or in any one of the questions submitted then such cost so far as provided in section 8 hereof shall become part of the cost of the work, the construction of which is approved. 1921, c. 99, s. 16.

Re-submission of questions.

17.—(1) In the event of the electors of any corporation not approving of the construction of the work referred to in the question or questions submitted to them as provided in section 15 hereof the Commission may by requisition in writing to the proper councils require a re-submission of any question or questions in regard to the said works or any of them to the electors of any three or more of the said municipalities, and the question or questions may be altered as the circumstances require, and also additional questions may be submitted showing the total cost and the different proportions payable by each municipality should the electors of some only of the corporations to which the question is submitted signify their approval and asking for approval should not less than three corporations approve.

(2) Instead of re-submitting to three or more municipalities with the proportions changed, the Commission may, with the consent by resolution of the council of any rejecting municipality re-submit the original question to one or more rejecting municipalities and approval of their electors shall be sufficient authority to proceed with the work.

Assumption of share of one rejecting municipality.

(3) Where a question submitted under section 15 or 17 of this Act has been rejected by only one municipality and the share of the municipality so rejecting is not more than fifteen per cent. of the total and the councils of the approving municipalities pass by-laws increasing their shares of the cost to an amount sufficient to absorb the share of the rejecting municipality, the Commission shall thereby be authorized to proceed with the work and the liability of the municipalities shall be in the proportions provided in said by-laws. 1921, c. 99, s. 17.

18. In the event of the electors of three or more of the corporations whose share of cost has been shown in a question submitted as aforesaid approving of the construction of any of the works, the Commission may proceed with the construction of the works approved of for the use and benefit and at the cost of the corporations approving and the provisions of this Act and the powers of the Commission shall apply to the corporations for the benefit of which such work or works are being constructed, and the proportion payable by each municipality shall be as shown in the question. 1921, c. 99, s. 18.

19. In the event of the electors of any corporation not approving of the construction of the works referred to in a question submitted to them as herein provided but which other corporations nevertheless undertake the head and commissioner of such corporations shall not thereafter vote on any question relating to the construction, maintenance, operation or payment for or raising money in relation thereto and in voting in regard to any such work which has been disapproved, a majority of the Commission who still have the right to vote shall constitute a quorum. 1921, c. 99, s. 19.

20.—(1) On or before the first day of December in any year the council of any of the Essex Border municipalities may file with the secretary of the Commission an application showing that its actual benefit derived from any authorized work during the previous year substantially differs from its apportionment of the debt incurred and asking for a refund therefor accordingly and for a reapportionment of the unpaid part of such debt and the Commission shall hear all parties signifying their desire to be heard and may by by-law reapportion amongst the municipal corporations liable the said debt according to the benefit derived and also the annual amounts thereafter to be raised to pay the debentures issued and shall equalize the payments accordingly.

(2) A period of two weeks shall be allowed to elapse between the second and third readings of the by-law and during this period any of the said corporations may appeal to the Ontario Railway and Municipal Board and in that event the question of the reapportionment shall be reconsidered and determined by the Municipal Board and in case the said Commission or the Municipal Board shall alter the apportionment then from and after the service of a copy of the said by-law or order (as the case may be) upon the clerks of the municipalities liable each corporation shall raise and levy the sum or sums provided in said order or by-law until the debt is fully paid by a special rate or rates sufficient therefor over and above all other rates on the rateable property of the municipality

to be collected at the same time and in the same manner as other rates, but the total of the amounts to be raised by the corporations to pay any debenture or debt shall not be changed.

(3) A copy of the proposed by-law shall within three days after it has received its second reading be served upon the clerks of each of the municipalities which may be liable thereunder together with a notice stating the day of its second reading and that an appeal must be brought within two weeks from said day.

(4) If the council of any corporation refuses or neglects after service of the said order or by-law to impose or collect the said rate, the sum so required to be raised shall be a debt which may be recovered by the Commission from the corporation liable by suit in any court of competent jurisdiction. 1927, c. 108, s. 2.

Apportion-
ment of cost
of operation.

21. Upon the completion of any of the said works the engineer or engineers employed by the Commission shall file with the Commission a report setting out what is considered a fair distribution amongst the corporations of the annual cost of operating and maintaining (including depreciation) any one or more of such works; a copy of such report shall be filed by the Commission with the clerk of each of the municipalities and the said report shall have the same effect and be subject to the same provisos and conditions, including an appeal to and reconsideration from time to time by the Municipal Board as a report filed under sections 13 and 14 of this Act and each of the corporations shall thereafter be liable for the amount settled as their proportion of the maintenance, depreciation, cost of operating and deficiency (if any) from previous years, but no submission to the electors shall be required before the report shall become binding upon the corporations; and the share of each corporation of the moneys required shall be payable annually forthwith after application under this Act by each corporation out of its current revenue. 1921, c. 99, s. 21.

TRUNK SEWERS.

Trunk
sewers.

22.—(1) The Commission may construct, maintain and operate one or more trunk sewers in or near the Essex Border municipalities, and in connection therewith shall construct, maintain and operate such pumping and disposal plant or plants (if any) that may be required for the effective operation of the same and for the disposal of the sewage; and also in connection with any trunk sewer in Ojibway shall construct, maintain and operate a plant for the treatment and disposal

of the sewage from said trunk sewer at a point in or near to Ojibway.

(2) The said trunk sewers shall each have such sectional area and carrying capacity as will efficiently convey all the sewage from the sewers or system of sewerage of each of the said municipalities to the plant or plants for treating and disposing of the same constructed in connection therewith under this Act.

(3) The sewers or system of sewers of the Essex Border municipalities or such of them as shall approve by vote as provided in section 15, may be connected with the said trunk sewers. Such connections shall be made by the engineer of the Commission according to plans and specifications made by the engineer. The cost of making such connections shall be borne and paid by the said corporations respectively for which the same are made. 1921, c. 99, s. 22 (1-3).

(4) The Commission may also construct intercepting sewers and pumping and disposal plants to provide for the transmission and disposal of the sewage from any drainage area or basin within the Essex Border municipalities not included in the original trunk sewer system constructed under the provisions of subsection 1, and in each case the engineer's report thereon shall set out the area or areas benefitted thereby but no work shall be constructed without the assent by by-law of the council of the local municipality within which any part of the area lies. 1921, c. 99, s. 22 (5).

May construct intercepting sewers in adjoining area.

(5) The Commission may, as ancillary or incidental to the construction of any trunk sewer, enter into possession of, construct, reconstruct, improve, maintain and operate any drainage work under *The Municipal Drainage Act* and situate in part or in whole within the Essex Border municipalities, and in such case the report of the engineer shall as to any new expenditure set out the details required under the provisions of *The Municipal Drainage Act*; and an appeal shall lie to the Drainage Referee as to the matters set out in section 93 of the said Act and the said Referee shall also have power to determine the portion, if any, which should be borne by the trunk sewer; the council of the municipality within which any such area may lie upon the request of the Commission shall hold a court of revision in regard to the assessments to be made under said report with the powers and duties of a court of revision under the said Act, and an appeal shall lie therefrom to the county judge and, the cost shall be borne by the areas in the proportions so determined, and no appeal shall lie to the Municipal Board in respect of such report. 1921, c. 99, s. 22 (6); 1928, c. 64, s. 10, *part*.

May control and reconstruct drainage works that interfere.

Rev. Stat., c. 241.

Cost to be borne by the areas

(6) The cost of works authorized under subsections 4 and 5 shall be borne by the area benefitted only, and the approval of the question to be submitted in regard thereto under section 15 shall be required only by the electors of the said area.

No power to change any assessment or obligation.

(7) Nothing herein contained shall authorize a change in the amount of any assessment made before the taking over by the Commission or in the liability of the lands or the municipality for any rate previously imposed to pay any debenture or debt in respect of any work.

Application of moneys.

(8) Any sums collected by a municipality for maintenance or operation of any work taken over under subsections 4 and 5 shall thereafter be applied *pro tanto* to pay the requisitions made by the Commission for such purposes. 1921, c. 99, s. 22 (7-9).

Cost of maintenance borne by the areas.

(9) The cost of operating or maintaining any work coming under the control of the Commission under subsections 4, 5 or 10 shall be borne by the area and in the proportions determined by a report which shall be made under section 21. 1921, c. 99, s. 22 (10); 1926, c. 78, s. 4.

Commission may authorize report on Grand Marais sewer.

(10) (a) The Commission may by by-law authorize its engineer to make a report under section 13 upon the construction of a sewer to drain the sanitary sewage and surface storm and waste water from the Grand Marais basin together with the necessary connections and appliances and outlet works and pumping and treatment or disposal plants as a work to be constructed under the provisions of this Act and the cost of the report shall be paid in the same proportions as the cost of the work is charged in the said report by the municipalities within which any of the lands charged are situate.

Report to set out areas to be benefitted.

(b) The report shall define the Grand Marais basin and set out the areas in the urban and rural municipalities within which the lands receive equal benefit and any other lands which should be charged and shall determine the share of the cost which should be borne by each area and by the other lands which should be charged, and the amount to be paid by each of the municipal corporations at large.

Total cost to include compensation

(c) The total cost shall include any amounts payable for compensation or damage incidental to the construction.

Appeal.

(d) An appeal under section 14 may also be taken from such report by any owner and the board may vary the proportion to be paid by any such area, other lands or the muni-

cipal corporations and may re-define the said areas and eliminate lands which should not be charged.

(e) Notwithstanding any provisions to the contrary in this Act the question to be submitted under section 15 shall be submitted only to the electors within the areas benefitted and of the other lands charged and the approval of a majority of the electors voting shall authorize the construction of the said work and the corporations within which any of the said lands are situate shall be deemed thereby to have approved under the provisions of this Act and the provisions of this Act shall apply to the same, subject always to the consent of the Department of Health which may authorize the construction of the said work without the said approval under the provisions of *The Public Health Act*. Assent of electors. Rev. Stat. s 262.

(f) Upon authorization the Commission may by by-law borrow under the provisions of section 10 a sum not greater than the estimated cost. Power to borrow.

(g) The by-law or by-laws of the Commission providing for the borrowing of the money shall set out the amounts to be raised from each area defined, the other lands and the municipal corporations at large charged and the said amounts shall be raised by special rates on all the rateable property of each accordingly; the clerks of the several municipal corporations shall enter the amount payable by each person in the collector's roll annually for the term of the debentures and the same shall be collected at the same time and in the same manner as ordinary municipal taxes. Apportionment of liability for amounts borrowed.

(h) In case the actual cost shall exceed the estimated cost the excess shall be borne in the same proportions and shall be raised by special rates in the same manner as the amounts required to be raised under clause (g) hereof. Excess, if any, over estimated cost.

(i) After the construction of the said Grand Marais sewer the Commission may from time to time upon application made by the council of any Essex Border municipality charged with any part of the cost and upon a report of the engineer recommending same enlarge or extend any of the areas so defined and may re-apportion the costs accordingly subject to an appeal under section 14 hereof. Power to extend area after construction of sewer.

(j) Provided always that should the Drainage Referee in the matter now before him under the provisions of *The Municipal Drainage Act* in which the municipal corporation of the township of Sandwich West and the Canadian Pacific Railway and others are appellants and the municipal corporation of the township of Sandwich East is respondent Consent of municipalities, to be charged, if drainage referee directs construction of a certain drain.

before the passing of the by-law under clause (f) hereof have directed the construction of the drain as set out in the report of R. W. Code, dated the 14th day of February, 1927, the Commission shall not pass any by-law authorizing the borrowing of the money for constructing the said Grand Marais sewer without the consent by by-law of the councils of the Essex Border municipalities charged with any part of the cost.

(k) If the construction of the said work is authorized the engineer may include as part of the cost of same the amount of the indebtedness heretofore incurred by the townships of Sandwich East and Sandwich West in procuring the said report of R. W. Code and of the proceedings before the Drainage Referee in respect thereof which indebtedness shall be borne by such area as the said engineer of the Commission may direct unless the Drainage Referee shall have already determined how the same should be paid. 1928, c. 64, s. 10, *part*.

WATERWORKS.

Establishing
a joint water
system.

23.—(1) The Commission may construct or acquire by purchase and maintain and operate one or more systems of waterworks in or within fifteen miles of the town of Ford City and may acquire by purchase or otherwise and may enter on and expropriate any lands, waters and water privileges and divert any lake, river, pond, spring or stream of water within the said town or within fifteen miles thereof, that may be deemed necessary for waterworks purposes or for protecting the waterworks, for preserving the purity of the water supply or pumping or purifying the water.

(2) The Commission may convey and deliver the water to the Essex Border municipalities, or such of them as shall approve by vote as provided in section 15, and for the purpose of purchasing from or supplying water to the Essex Border municipalities and adjoining municipalities and companies, associations and persons located therein may sink and lay down a main water pipe or pipes, and construct works, tanks reservoirs, and other conveniences at such place or places in or near to any of the said municipalities as may be required, and may from time to time alter their location or construction as may appear advisable. Each of the said municipalities may connect its waterworks systems with the said works for the purpose of receiving the water. Such connection shall be made at such place and in such manner as the Commission may direct, and according to plans and specifications made by the engineer and under his direction and superintendence, and the cost of making such connections shall be paid by the corporation for which the same are made.

(3) Except as herein otherwise provided the Commission shall have and may exercise all the powers conferred upon the corporation or council of a municipality by *The Public Utilities Act* with reference to waterworks, and also as to any works situated in any of the Essex Border municipalities, the powers contained in section 60 of the said Act, but shall not have power to impose any rate under section 14 of *The Public Utilities Act* upon any land charged with a similar rate or with any water rate. 1921, c. 99, s. 23.

LOCAL BOARD OF HEALTH.

24.—(1) The local board of health for the Essex Border municipalities from and after the first day of July, 1919, shall consist of the chairman of the Commission, and the medical officer of health appointed by the Commission and five resident ratepayers of the Essex Border municipalities to be appointed annually by the Commission at its first meeting in every year. The Board shall be known as the Local Board of Health for the Essex Border municipalities, and shall be a local board of health within the meaning of *The Public Health Act*. 1921, c. 99, s. 24 (1); 1924, c. 93, s. 4.

(2) The Commission shall have the powers and privileges and perform the duties of a municipal council under *The Public Health Act*, except that the Commission shall not have the power to raise any sum of money by taxation or to direct any sum to be added to any collector's roll.

(3) The secretary of the Commission shall be the secretary of the Board of Health, and shall perform the duties prescribed by *The Public Health Act* for the secretary of a local board of health. 1921, c. 99, s. 24 (2, 3).

(4) Notwithstanding the provisions of section 12 of *The Public Health Act*, from and after the first day of July, 1919, the local boards of health and medical officers of health for the municipalities of the city of Windsor, towns of Walkerville, Sandwich, Ford City, Riverside and Ojibway, shall be discontinued but the town of LaSalle and those portions of the townships of Sandwich West and Sandwich East included within the Essex Border municipalities so long as they are not included in any urban municipality shall not be included within the jurisdiction of the Local Board of Health for the Essex Border municipalities. 1928, c. 64, s. 6.

(5) The Commission shall appoint a legally qualified medical practitioner to be the medical officer of health for the Essex Border municipalities, who shall have the powers and perform

the duties of a medical officer of health under *The Public Health Act*, and who shall be paid a reasonable salary by the Commission.

Sanitary inspectors.

(6) The Commission shall also appoint such number of sanitary inspectors for the Essex Border municipalities as may be deemed necessary by the said local board of health and as may be prescribed by the regulations, who shall be subject to the provisions of *The Public Health Act*.

Rev. Stat., c. 262.

Payment of expenses

(7) The treasurer of the Commission shall forthwith upon demand pay the amount of any account for salary of the medical officer of health or for services performed by any officer under the direction of the said board and for materials and supplies furnished or for any expenditure incurred by the said board or by the said medical officer of health or sanitary inspectors, in carrying out the provisions of *The Public Health Act*, after the said board has by resolution approved of the account and a copy of the resolution certified by the chairman and the secretary of the said board has been filed with the treasurer of the Commission.

Rev. Stat., c. 262.

Expenses to be paid in proportion to population.

(8) The accounts so paid by the Commission under this section shall be paid to the Commission by the Essex Border municipalities upon application made under section 5 of this Act, and so far as such expense was in the judgment of the Commission incurred for the benefit of one only of the said municipalities shall be paid by that municipality, but so far as incurred for the benefit of more than one, shall be paid by those municipalities proportionately to their population, according to the last certificates of the assessor or assessment commissioner, except that the proportion to be paid by the town of Ojibway shall be fixed by the Commission until such time as the Commission shall decide and declare that its population has increased so that it will bear its fair proportion under this section.

Installation of sanitary conveniences.

(9) The said local board of health shall have the right to require that any sum of money expended for sanitary conveniences under section 23 of *The Public Health Act* shall be added to the collector's roll of the municipality within which the premises are situate.

Rev. Stat., c. 262.

Expense of sanitation, how borne.

(10) Any expense incurred under section 33 of *The Public Health Act* may be recovered from the Commission or from any one or more of the municipal corporations certified to by the Minister, and in case of payment the right of recovery under subsection 3 of said section shall accrue to the corporation or corporations paying. 1921, c. 99, s. 24 (5-10).

Rev. Stat., c. 262.

HOSPITALS.

25. (1) The Commission shall have and is hereby vested with the powers of a municipal corporation to establish, erect, maintain, manage and control within the Essex Border municipalities one or more isolation hospitals for the reception and care of persons suffering with any communicable disease. Establishing isolation hospital.

(2) The Commission may agree for temporary advances and may borrow money under section 10 hereof by the issue of debentures for the purpose mentioned in subsection 1 hereof, and it shall not be necessary to obtain the assent of the electors of the Essex Border municipalities to any by-law for raising money for such purpose; such debentures shall be payable within twenty years from the date of the issue thereof. Borrowing powers.

(3) The Commission shall not establish any such hospital until it has submitted the plans and a report showing the proposed equipment and cost and its apportionment amongst the several municipalities to the Department of Health and obtained the permission of the Department of Health to proceed. Approval of Department of Health.

(4) Upon permission being given by the Department of Health a duplicate of the report shall be filed with the clerk of each municipality, and such report shall be subject to the provisions of sections 14 and 20 of this Act. Reports to be made before construction.

(5) Upon completion of any work provided for in this section the maintenance shall be provided for under the provisions of section 21. Maintenance.

(6) The Commission shall have the powers given by sections 48, 49, and 50 of *The Public Health Act* to a municipal corporation in regard to emergency hospitals within the Essex Border municipalities and the acquiring of land and buildings for that purpose, and the cost shall be paid under subsection 8 of section 24 of this Act. 1921, c. 99, s. 25; R.S.O. 1927, c. 262, s. 3. Emergency hospital for district. Rev. Stat. c. 262.

26.—(1) The Commission may erect, establish, equip, maintain, manage and control a public hospital for the Essex Border municipalities for the treatment of persons suffering from disease or injuries. Establishing public hospital.

(2) The erection, establishment, and equipment of such hospital shall be a work authorized under the provisions of this Act and the maintenance shall be provided under section 21 of this Act.

Report on
public
hospital to
be made
before con-
struction.

(3) A preliminary report shall be filed under section 13 of this Act and shall be made by an engineer, architect, contractor or other person skilled in the matter and appointed by the Commission for that purpose and the provisions of sections 14 to 20 inclusive shall apply to the report. 1921, c. 99, s. 26.

METROPOLITAN PARK.

Metro-
politan park
board

27.—(1) The Commission shall have and is hereby vested with the power of a Board of Park Management to acquire, develop, lay out, maintain and improve a Metropolitan Park or park system for the Essex Border municipalities under *The Public Parks Act*.

Rev. Stat.,
c. 248.

Power to
acquire park.

(2) The acquiring, developing, laying out and improving of any park, avenue, boulevard or drive shall be a work authorized under the provisions of this Act after approval by the proper electors, and the report necessary may be made by any person skilled in such matters.

Power to
manage.

(3) The Commission shall also have the power to manage, control, develop, and improve any park, avenue, boulevard, drive or any part thereof or any land of any of the Essex Border municipalities not immediately required for any other purpose where the council of the municipality with the consent of the Board of Park Management thereof (if any) declares and provides that the same shall form part of the Metropolitan Park System.

Apportion-
ment of cost.

(4) The cost of acquiring, developing, laying out, improving and maintaining any work under this section shall be paid by the municipalities approving thereof proportionately to the assessed value of all their rateable, real and personal property included within the Essex Border municipalities according to the last certificate of the assessor or assessment commissioner, and there shall be no appeal to the Municipal Board in respect of the same.

Issue of
debentures

(5) The Commission shall have power to raise by issue of debentures the sums required for the acquisition, developing, laying out and improving of any work authorized under this section, but the rate to be levied shall not exceed one mill on the dollar upon the assessed value of all the rateable real and personal property liable.

Apportion-
ment of
main-
tenance.

(6) The provisions of section 21 of this Act shall apply to the cost of maintenance and management, but the report may be made by any person skilled in such matters.

Protection
of parks.

(7) Sections 18, 19 and 20 of *The Public Parks Act* shall apply to the lands acquired or managed under this section.

Rev. Stat.,
c. 248.

(8) The land acquired or managed as aforesaid may be wholly or partly within any of the Essex Border municipalities or within ten miles thereof. 1921, c. 99, s. 27.

TOWN PLANNING.

28.—(1) The Commission shall have and is hereby vested with the powers of the several town planning commissions which the city of Windsor, the towns of Walkerville, Sandwich, Ford City, Riverside and Ojibway are authorized to appoint under section 13 of *The Planning and Development Act*, and may exercise the same within the urban zones within which any of the said municipalities are situate. 1921, c. 99, s. 28 (1); 1922, c. 109, s. 4.

(2) The provisions of subsections 2, 3, 4, 6, 7, 8 and 9 of said section 13 of *The Planning and Development Act* shall not apply to the Essex Border Utilities Commission. 1921, c. 99, s. 28 (2).

(3) Instead of the fees provided for in subsection 6 of section 5 of *The Planning and Development Act* the Commission may charge a sum not less than ten dollars nor greater than twenty-five dollars for the approval of any plan of a sub-division, which sum shall be paid to the Commission at the time of the deposit of the plan as provided herein. 1924, c. 93, s. 5, *part*.

(4) Any person desirous of surveying and sub-dividing into lots any tract of land, part of which is situate within the urban zone which includes any of the Essex Border municipalities shall take the following proceedings instead of those set out in section 6 of *The Planning and Development Act*. 1921, c. 99, s. 22 (4).

(a) Such persons shall submit to the Commission a plan of the proposed sub-division prepared in accordance with the provisions of *The Registry Act* together with such copies or blue prints as the Commission may direct and shall obtain from the council of each municipality within which any part of the land is situate written approval of the plan. 1924, c. 93, s. 6.

(b) Upon receipt of such approval the Commission may, after hearing any parties who have notified the Commission in writing that they desire to be heard, approve, reject or direct changes to be made in the plan. 1924, c. 93, s. 7.

(c) Where the plan is one coming within subsection 3 of section 5 of *The Planning and Development Act*, approval must be obtained by each municipality within which any part of the land is situate and by the Commission. 1921, c. 99, s. 28 (4), cl. (d); 1922, c. 109, s. 5; 1924, c. 93, s. 8.

(d) Approval and signature by the Commission under this section shall be good and sufficient approval of the municipalities within the urban zone under *The Registry Act* and *The Planning and Development Act* except as herein otherwise provided. 1921, c. 99, s. 28 (4), cl. (e); 1924, c. 93, s. 9.

Rev. Stat.,
cc. 155, 236.

Improving
of through
streets.

(5) Where the Commission has filed and registered a plan under section 4 of *The Planning and Development Act* it may with the consent by resolution of the councils of the municipalities within which any work is to be done by by-law declare that the widening, straightening, diverting, or improving of a through street or boulevard is a work beneficial to more than one of the Essex Border municipalities, and may by proceedings under sections 483, 484 and 485 of *The Municipal Act* enquire into and ascertain the cost of widening, straightening, diverting or improving such through street or boulevard and file a report and proceed with the same as an authorized work after approval by the proper electors. 1921, c. 99, s. 28 (5).

Rev. Stat.,
c. 233.

Conveyance
by metes and
bounds to
avoid the
giving of
streets in
certain areas
prevented.

(6) For the purpose of preventing the conveyance of lands by metes and bounds to avoid the registry of a plan of a subdivision and the proper laying out of streets, the Commission may register with the Registrar of Deeds in the Registry Division of the County of Essex from time to time one or more plans, accompanied by a description of one or more areas of land within the jurisdiction of the Commission which in the opinion of the Commission is ready for subdivision and which has not already been subdivided according to a plan approved under *The Planning and Development Act* and thereafter no agreement of sale, deed of conveyance, or mortgage in fee containing a description by metes and bounds of a parcel of land within such areas shall be accepted by the said Registrar for registration without the consent in writing of the Commission endorsed thereon. 1924, c. 93, s. 10, *part*.

GENERAL POWERS.

Powers of
Commis-
sion.

29.—(1) The said Commission shall have power to acquire, establish, construct, maintain, control and operate the works herein authorized and provided for and shall have all powers

necessary for that purpose, including the powers herein expressly conferred upon the Commission. 1921, c. 99, s. 3 (6).

(2) The provisions of Part XV of *The Municipal Act* shall apply to the Commission in all respects, and the Commission shall have and may exercise the powers thereby conferred upon a municipal corporation or upon the council of a municipal corporation. 1921, c. 99, s. 22 (4). Application
of Part XV
of Rev.
Stat. c. 233

30. The following Acts and parts of Acts are hereby repealed:

1921, chapter 99—The Whole.

1922, chapter 109—The Whole.

1924, chapter 93—The Whole.

1925, chapter 85—The Whole, except section 1.

1926, chapter 78—The Whole, except section 6.

1927, chapter 108—The Whole.

1928, chapter 64—The Whole.

and the provisions of this Act are substituted therefor.

31. This Act shall come into force on the day upon which it receives the Royal Assent. Commence-
ment of Act.

SCHEDULE "A".

All those portions of the Township of Sandwich West bounded as follows:—

AREA No. 1

Bounded on the east and south as follows:—Commencing at the intersection of the southerly limit of the City of Windsor and the centre line of Howard Avenue; thence southerly along the centre line of Howard Avenue and the line between the Township of Sandwich East and Sandwich West to its intersection with the road allowance between the Third and Fourth Concessions; thence southerly along the centre line of the said Howard Avenue being the boundary of the Township of Sandwich South, to its intersection with the centre line of the Talbot Road; thence westerly along the centre line of the Talbot Road to a point in the limit between farm lots 3 and 4 in the Fifth Concession produced southerly; thence northerly along the said limit between lots 3 and 4 and its productions to the centre line of the road allowance between the Fourth and Fifth Concessions; thence westerly along the centre line of the road allowance between the Fourth and Fifth Concessions to a point in the westerly limit of registered plan 1241 produced southerly; thence northerly following the westerly limit of plan 1241 and its productions to the centre line of the road allowance between the Third and Fourth Concessions; thence westerly following the last mentioned road allowance to the Huron Church Line; thence southerly along the Huron Church Line to the road in rear of the Second Concession (Petite Cote); thence southerly along the said road in rear of the Second Concession to the southerly limit of farm lot 36; thence westerly along said limit of farm lot 36 to the easterly limit of the Town of LaSalle at its intersection with the Malden Road; thence northerly along the Malden Road to the northerly limit of the Town of LaSalle; thence along the northerly limit of the Town of LaSalle to the Detroit River, and bounded on the west and north as follows in order, the Detroit River, the Town of Ojibway, the Detroit River, the Town of Sandwich and the City of Windsor.

AREA No. 2

Bounded on the north by the southerly limit of the Town of LaSalle on the west by the Detroit River, on the south by the Anderdon town line and on the east as follows:—Commencing at the intersection of the southerly limit of the Town of LaSalle with the Matchett Road; thence southerly along the Matchett Road to the centre line of Martins Lane; thence southerly parallel with the easterly limit of the River Front Road to a point distant 250 feet measured southerly at right angles to the southerly limit of Martins Lane; thence westerly and parallel with the southerly limit of Martins Lane to a point distant 2,000 feet measured parallel to Martins Lane from the easterly limit of the Front Road; thence southerly and parallel to the easterly limit of the Front Road to the line between the Townships of Sandwich West and Anderdon.

1928, c. 64, s. 7.

SCHEDULE "B."

THE ESSEX BORDER UTILITIES COMMISSION

Application No., made under *The Consolidated Essex Border Utilities Act, 1929.*

To the Councils of the Corporations of Windsor, Walkerville, Sandwich, Ford City, Ojibway and Sandwich West.

The Essex Border Utilities Commission hereby applies for the sum of \$. for expenditures on capital account (or) for general purposes.

The said sum is apportioned as follows:

Windsor.	\$
Walkerville	\$
Sandwich...	\$
Ojibway.	\$
Sandwich West ...	\$

Dated this..... day of, 19...

(SEAL)

Chairman.

Secretary.

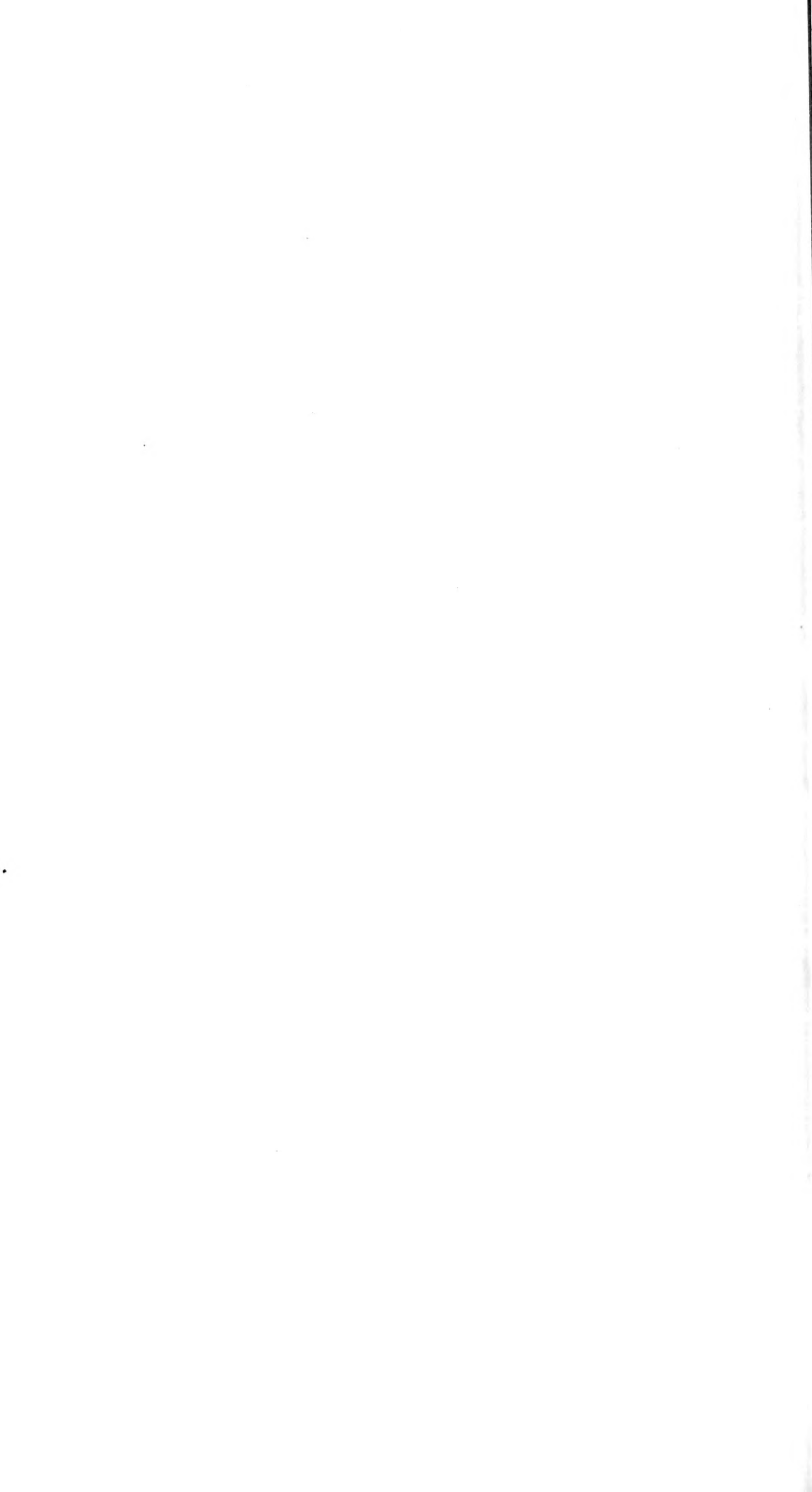
(NOTE.—Do not include moneys required for expenditures on capital account and moneys required for general purposes in the same application.)

1921, c. 99, sched. "B."

SCHEDULE "C."

All that part of the Township of Sandwich East bounded as follows:—Commencing at the intersection of the town line between Sandwich South and Sandwich East with the town line between the Townships of Sandwich West and Sandwich East and proceeding easterly along the town line between Sandwich South and Sandwich East to the Pillette Road; thence northerly along Pillette Road to the Third Concession Road; thence easterly along the Third Concession Road to the line between farm lots 117 and 118; thence northerly along the last mentioned line to the lands of the Canadian National Railway; thence westerly along the southerly boundary of the Canadian National Railway to the line between the Township of Sandwich East and the Town of Ford City; thence southerly along the last mentioned line to Tecumseh Road; thence westerly along Tecumseh Road to the boundary between the Township of Sandwich East and the Town of Walkerville; thence southerly along the said boundary to the Canadian Pacific Railway right-of-way and continuing westerly along the boundaries of the Town of Walkerville and the City of Windsor to the boundary between the Townships of Sandwich East and Sandwich West; thence southerly along the said boundary to the point of beginning.

1928, c. 64, s. 8.





BILL.

An Act to amend and consolidate the Acts
respecting the Essex Border Utilities
Commission.

1st Reading

2nd Reading

3rd Reading

MR. REID,

(*Private Bill.*)

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to amend and consolidate the Acts
respecting the Essex Border Utilities
Commission.

WHEREAS the Essex Border Utilities Commission was Preamble.
established by an Act passed in the sixth year of the
reign of His Majesty King George the Fifth, chaptered 98,
with authority to construct and operate certain works within
the Essex Border municipalities which Act was amended
from time to time and the several Acts were consolidated
by chapter 99 of the Acts passed in the eleventh year of
the reign of His Majesty King George the Fifth; and whereas
amendments have been made to the said consolidated Act;
and whereas the Essex Border Utilities Commission has, by
its petition represented that it is desirable to again con-
solidate the said Act, and the several amendments thereto,
and it is expedient to grant the prayer of the said petition;

Therefore, His Majesty by and with the advice and consent
of the Legislative Assembly of the Province of Ontario,
enacts as follows:—

1. This Act may be cited as *The Consolidated Essex Border* Short title.
Utilities Act, 1929.

2. In this Act, except in so far as the provisions of this Inter-
section would give to any word or words, expression or pretation.
clause an interpretation inconsistent with the context:—

- (a) "Windsor" shall mean the corporation of the city
of Windsor;
- (b) "Walkerville" shall mean the corporation of the
town of Walkerville;
- (c) "Sandwich" shall mean the corporation of the town
of Sandwich;
- (d) "Ojibway" shall mean the corporation of the town
of Ojibway;

- (e) "Ford City" shall mean the corporation of the town of Ford City;
- (f) "Sandwich West" shall mean the corporation of the township of Sandwich West;
- (g) "Sandwich East" shall mean the corporation of the township of Sandwich East, in the county of Essex. 1921, c. 99, s. 2, cls. (a-g.);
- (h) "Essex Border municipalities" shall mean and include the municipal corporations of the city of Windsor, the towns of Walkerville, Sandwich, Ford City, Riverside, LaSalle and Ojibway and those portions of the townships of Sandwich East and Sandwich West defined in Schedules "A" and "C" and such other areas thereof as may be added under the provisions of this Act and any new municipalities hereafter established which include any portion thereof and "Essex Border utilities district" shall mean the area of land from time to time included within the same. 1928, c. 64, s. 2 (1);
- (i) "Councils" shall mean the councils of all the said corporations or of such two or more of the said corporations, as the context shall refer to;
- (j) "Engineer" shall mean an engineer employed by The Essex Border Utilities Commission;
- (k) "Construct" shall include reconstruct wholly or in part from time to time, as may be deemed necessary or expedient;
- (l) "The Commission" shall mean "The Essex Border Utilities Commission" in this Act provided for;
- (m) "Municipal Board" shall mean the Ontario Railway and Municipal Board. 1921, c. 99, s. 2, cls. (i-m);
- (n) "Riverside" shall mean the corporation of the town of Riverside;
- (o) "Tecumseh" shall mean the corporation of the town of Tecumseh. 1922, c. 109, s. 1;
- (p) "LaSalle" shall mean the corporation of the town of LaSalle. 1928, c. 64, s. 2 (2);
- (q) "Electors" shall mean electors qualified to vote on money by-laws under the provisions of section 274

of *The Municipal Act*, except when used in subsection 1 of section 3 of this Act. 1928, c. 64, s. 3;

- (r) "Sewer" shall mean trunk sewer or drain and include a means for carrying surface, storm or waste water as well as sanitary sewage. Nothing herein contained shall interfere with the jurisdiction of the several Essex Border municipalities as to drains and sewers lying wholly within their respective territorial limits. 1928, c. 64, s. 9.

3.—(1) For the purposes hereinafter mentioned there shall be a Commission consisting of the head and elected commissioners from each of the following municipalities, that is to say:—

Members of
Commission.

- (a) The Mayor of Windsor shall be *ex-officio* a member of the Commission, and the electors of Windsor shall every three years elect four persons to be members of the Commission;
- (b) The Mayor of Walkerville shall be *ex-officio* a member of the Commission, and the electors of Walkerville shall every three years elect one person to be a member of the Commission;
- (c) The Mayor of Sandwich shall be *ex-officio* a member of the Commission, and the electors of Sandwich shall every three years elect one person to be a member of the Commission;
- (d) The Mayor of Ford City shall be *ex-officio* a member of the Commission, and the electors of Ford City shall every three years elect one person to be a member of the Commission;
- (e) The Mayor of Ojibway shall be *ex-officio* a member of the Commission, and the electors of Ojibway shall every three years elect one person to be a member of the Commission;
- (f) The Reeve of Sandwich West shall be *ex-officio* a member of the Commission, and the electors of Sandwich West shall every three years elect one person to be a member of the Commission; 1921, c. 99, s. 3 (1), cls. (a-f).
- (g) The Mayor of Riverside shall be *ex-officio* a member of the Commission, and the electors of Riverside shall every three years elect one person to be a member of the Commission. 1921, c. 99, s. 3 (1) cl. (g); 1922, c. 109, s. 3;
- (h) The Mayor of LaSalle shall be *ex-officio* a member of the Commission, and the electors of LaSalle shall

every three years elect one person to be a member of the Commission;

- (i) The Reeve of Sandwich East shall be *ex-officio* a member of the Commission and the electors of Sandwich East shall every three years elect one person to be a member of the Commission;
- (j) The elected commissioners shall hold office for a term of three years;
- (k) The council of the corporation of the township of Sandwich East shall appoint one person to be a member of the Commission for the year 1928 and his successor shall be elected at the next annual municipal election. 1928, c. 64, s. 4.

(2) The Commission shall be a body corporate and politic under the name of "The Essex Border Utilities Commission."

Representa-
tion of new
municipali-
ties.

(3) In case any portion of the townships of Sandwich East or West within the Essex Border utilities district shall be included in a new municipality the council of such new municipality shall upon its organization by by-law appoint one person as commissioner for the year in which such municipality is established to hold office for the remainder of that year and until his successor is elected, who with the head of the municipality shall be its members; and the electors of the new municipality shall at the next annual municipal election and every three years thereafter elect one person to be a member of the Commission to hold office for three years. 1921, c. 99, s. 3 (2, 3).

Suspension
of provisions
of Act
constituting
Tecumseh
one of
Border
municipali-
ties.

(a) The provisions of *The Consolidated Essex Border Utilities Act*, constituting the Town of Tecumseh, one of the Border municipalities, shall not apply to the town of Tecumseh after the first day of January 1922, nor shall the town of Tecumseh be liable for the general expense of the Essex Border Utilities Commission or contribution for special works after said date, nor shall the town thereafter be included in the Essex Border utilities district. 12-13 Geo. V, c. 109, s. 7.

Power of
Tecumseh
by by-law to
bring itself
under
provisions of
Act again.

(b) The council of the town of Tecumseh may by by-law passed before the first day of November in any year, make all the provisions of *The Consolidated Essex Border Utilities Act, 1929*, apply to the said town or may except therefrom the provisions as to the local board of health, but the said by-laws shall not take effect until the next first of January after the passing thereof, and thereafter the town of Tecumseh shall constitute one of the Essex Border utilities district and be entitled to elect a representative on

the Commission as provided in subsection 3 of section 3 of this Act;

- (c) Nothing herein contained shall affect the liability of the corporation of the town of Tecumseh or the lands lying therein, for its share of the obligations of the Commission or of the township of Sandwich East arising before the first day of January, 1922. Liability of Tecumseh for obligations of Commission before Jan 1 1922 not affected 1922, c. 109, s. 7.

- (d) Where at an election a majority of the electors voting in any area forming part of the township of Sandwich East or of Sandwich West, have voted favourably upon a question whether they desire the provisions of *The Consolidated Essex Border Utilities Act, 1929*, to apply to such area, the council of the corporation of the township of Sandwich East or of the township of Sandwich West as the case may be may pass a by-law making the provisions of the said Act applicable to such area and the provisions of the said Act shall thereafter apply to such area as if contained in Schedule "A" or "C" hereto. 1928, c. 64, s. 5 (1). Provision for bringing in parts of Twps Sandwich E and W.

- (e) The council of a township adjoining the Essex Border utilities district where the electors of any area thereof have voted in favour of including the area in the Essex Border municipalities may if not already represented appoint a commissioner for the year in which the election takes place and the provisions of this Act shall thereafter apply thereto. 1928, c. 64, s. 5 (2). Appointment of a Commissioner.

- (f) The provisions of this Act except section 24 are hereby declared to apply to the municipal corporation of the township of Sandwich South and the area thereof within the jurisdiction of the said Commission in regard to which rates may be imposed and the votes of the electors taken shall be that set out in schedule "D" hereto, and the said Commission may by by-law fix the day when the liability of the said corporation and area for its share of the general expenses of the Commission shall begin. 1929, c. 97, s. 2. Area of Township of Sandwich South brought under Commission.

- (4) In case the new municipality or municipalities shall include the whole of the area of any municipality now having representation upon the Commission the head of and commissioner from the municipality so ceasing to have any area within the jurisdiction of the Commission shall cease to be members of the Commission at the end of their current terms of office and should any new area of the said township of Exclusion of absorbed municipalities.

Sandwich East or of Sandwich West be included it shall likewise be entitled to representation on the Commission under this section if the township within which it is situate is not already so represented. 1921, c. 99, s. 3 (4); 1924, c. 93, s. 3.

- Vacancies. (5) When a vacancy in the membership of the Commission occurs from any cause the proper council in that behalf shall immediately appoint a successor who shall hold office during the remainder of the calendar year or if the vacancy occurs after the 1st day of November in any year until the end of the next calendar year, but in either case the electors of the municipality shall at the next annual municipal election held to elect officers for the year next after the appointees' term elect a member of the Commission to hold office for three years.
- (a) Any elected member of the Commission whose term of office has expired shall be eligible for re-election;
- (b) No person while he is a member of a municipal council shall be a member of the said Commission. 1921, c. 99, s. 3 (5); 1924, c. 93, s. 2.
- Chairman, election of. (6) (a) The Commission shall annually at a meeting to be held in the month of January, elect one of the members thereof to be chairman of the Commission, who shall hold office for one year and until his successor is elected. The chairman shall preside at all meetings of the Commission at which he is present, and in the absence of the chairman the members present shall elect one of such members to preside and who during such absence shall have and may exercise the powers of the chairman;
- Quorum. (b) A majority of the commissioners shall constitute a quorum;
- Seal. (c) The Commission shall have a common seal and may from time to time alter or change the same;
- Officers, appointment of. (d) The Commission may appoint a secretary, a chief engineer, and such other officers, superintendents, inspectors, foremen, engineers, accountants, servants and workmen as may be deemed requisite. The salaries or other remuneration of the persons so appointed shall be fixed by the Commission;
- Remuneration. (e) Any contract entered into by the Commission and sealed with the seal and signed by the chairman and
- Contracts, when to be binding.

secretary thereof shall be binding upon the Commission;

- (f) The Commission shall keep proper records and books, Books of account and records including books of account, in which shall be recorded and entered the business of the Commission;
- (g) Section 42 of *The Public Utilities Act* shall apply to the Commission in so far as the same is applicable; Application of Rev. Stat., c. 249.
- (h) The members of the Commission shall serve without salary; Service without salary.
- (i) The commissioner elected or appointed by any municipality may reside in any other of the above mentioned municipalities but otherwise the provisions of parts II, III and IV of *The Municipal Act*, which are applicable to members of the council of a local municipality shall apply *mutatis mutandis* to the members of the Commission; Commissioner may reside in another municipality. Rev. Stat., c. 233.
- (j) All financial officers of the Commission before entering on the duties of their office shall give such security as the Commission directs for the faithful performance of their duties and for duly accounting for and paying over all moneys which come into their hands; Financial officers to give security.
- (k) In the absence of the mayor or reeve of any Essex Border municipality by reason of illness or otherwise the acting mayor or reeve may act on the Commission in his place; Who to act in absence of mayor or reeve.
- (l) The non-attendance of an elected Commissioner for three successive months at the meetings of the Commission of which three days' notice has been given shall *ipso facto* constitute a resignation of the Commissioner and the Commission shall at the next meeting proceed as in the case of vacancy in membership unless good cause for such absence is then shown and the Commission shall by resolution declare the same to be sufficient. 1921, c. 99, s. 3 (7). Non-attendance, effect of.

FINANCES.

4. Moneys required for the general purposes of the Commission shall be provided by the Essex Border municipalities in proportion to the number of representatives that each municipality is entitled to have on the Commission. Cost to be paid by municipalities.

Liability of
new municipality for
debt.

- (a) In case of the inclusion of any of the said municipalities or any parts thereof in new municipalities, the new municipalities shall become liable forthwith for the proper share of debts charged upon the lands included therein and of the expenditures for general purposes, and in case of absorption of the whole area of a municipality within the jurisdiction of the Commission by a new municipality, the municipality whose area has been so absorbed shall cease to be liable for its share of the expenditures of the Commission for general purposes incurred after the date of absorption. 1921, c. 99, s. 4; 1922, c. 109, s. 6.

Applications
to be made
for money.

5. The moneys required by the Commission shall be provided and paid over to the Commission from time to time on the application of the Commission. The application may state a total sum required at the time of making such application and the portion thereof required from and payable by each of the said corporations.

- (a) The application shall be in writing and sealed with the seal of the Commission and signed by the chairman and secretary, and may be in the form set forth in Schedule "B" or to the like effect. A duplicate original of such application shall be delivered to the clerk of each corporation. 1921, c. 99, s. 5.

Approval of
electors
required.

6. No application for money for construction of any proposed work or undertaking shall be made until after the preliminary report provided for in section 13 has been filed and the approval of the electors of such municipality has been obtained under section 15. 1921, c. 99, s. 6.

Recovery of
cost by
Commission.

7. The sum stated in any application to be payable by any of the said corporations shall be a debt due by such corporation to the Commission and may be recovered by the Commission from such corporation by suit in any court of competent jurisdiction.

- (a) The application as made shall be conclusive evidence that the sum mentioned in such application is due and payable to the Commission. 1921, c. 99, s. 7.

What to be
included in
cost.

8. All moneys paid over to the Commission for general purposes before the construction of any of the works shall so far as the engineer of the Commission may deem proper be charged as part of the cost of some particular work and upon its completion and the payment of the cost thereof to the Commission shall be repaid by the Commission to the muni-

cipality which advanced the same and any cost or expense not properly chargeable to any particular work shall be borne by the municipalities in proportion to the number of elected representatives that each municipality is entitled to have on the Commission. 1921, c. 99, s. 8.

9. The council of each of the said corporations shall forthwith after application therefor pay the moneys required by the Commission for general purposes out of the current revenue of the corporation. What to be paid out of current revenue

(1) Any sum so payable by the township of Sandwich West or by the township of Sandwich East shall be raised by a special rate upon all the rateable property in that part of the municipality described in Schedule "A" or in Schedule "C" respectively and the amount payable by any person in respect thereof shall be entered by the clerk on the collector's roll and shall be collected at the same time and in the same manner as ordinary municipal taxes. Special rate.

(2) Any special rate imposed for the purpose of paying expenditures for general purposes or those chargeable as part of the cost of the works, or for the purpose of payment of debentures shall in each case form a special fund to be applied to its particular purpose and no other. 1921, c. 99, s. 9; 1926, c. 78, s. 5. Rates to form special funds.

10.—(1) For the purpose of paying for any of the works authorized to be constructed or acquired under this Act or for borrowing such further sums as may be necessary to complete, extend or improve the same or to meet the cost of extensions or improvements already made, the Commission may agree with any bank or person for temporary advances to meet the cost thereof and may by by-law from time to time issue debentures for the sum so borrowed, and the debt so incurred and the debentures so issued shall be a direct liability to the lender or holder by both the Commission and by each of the said approving corporations at large to the extent of the share of each as settled by a report under section 13 hereof or by the Municipal Board on appeal thereto (if any) under section 14 or 20 hereof. 1921, c. 99, s. 10 (1); 1925, c. 85, s. 2. Debentures to be issued by Commission.

(a) Before passing a by-law to borrow by the issue of debentures to meet the cost of completing, extending or improving any work previously authorized the Commission shall procure from their engineer a report under section 13 hereof apportioning the additional cost amongst the municipalities liable but it shall not be necessary to submit to the electors a further question in regard to the same. 1927, c. 108, s. 3. Engineer's report on cost of extension required.

Application
of Rev.
Stat., c. 233.

(2) The provisions of *The Municipal Act* as to by-laws for creating debts, including sections 304 and 305 shall apply to said by-laws, except that it shall not be necessary that any by-law providing for the issue of debentures relating to any particular work already approved of be submitted to the electors of any of the said corporations for their assent; and the recitals shall be those applicable to each of the said corporations. The power to issue debentures for completion, extension or improvement of any works already commenced shall only be exercised with the consent of the Municipal Board. 1921, c. 99, s. 10 (2); 1925, c. 85, s. 2.

Corpora-
tions to
impose rate
to pay
debentures.

(3) Forthwith after the passing of any debenture by-law the Commission shall serve upon each of the corporations liable to pay any share thereof a duplicate original of the by-law and the council of each of the said corporations shall at the next and each successive tax levy thereafter for the number of years the debentures are to run, impose a special rate over and above all other rates sufficient to pay its share of the principal, interest and cost of the said debentures on all the rateable property in the municipality to be collected at the same time and in the same manner as other rates.

(4) The amounts so raised shall be paid over to the Commission by each municipality and shall be used by the Commission for the purpose of retiring the debentures for which they were raised and for no other purpose whatever.

(5) The debentures may run for a term not exceeding thirty years from the time the same are issued.

(6) Any special rate so imposed shall in the case of Sandwich West or Sandwich East be charged upon and collected from only the portion thereof described in Schedule "A" or "C" hereto respectively.

Borrowing
until re-
quisitions
paid.

(7) The Commission may by by-law authorize the chairman and treasurer to borrow the sums necessary to meet current estimated annual expenditure for general purposes and for special outlays the latter not exceeding the amount of the estimated requisitions or demands on account of works or undertakings which the Commission may legally make during the year and shall have the power given to a municipal corporation to borrow under section 335 of *The Municipal Act*. Any interest charges incurred shall be payable by the municipality in default.

Rev. Stat.,
c. 233.

Issuing de-
bentures for
connections.

(8) The Commission may where authorized by resolution of the council of a municipality pass a by-law to pay for the cost of reports or of the connections under subsection 3 of section 22

or subsection 2 of section 23 of this Act by the issue of debentures under the provisions of section 10 and the assent of the electors shall not be required thereto, and the municipality shall be liable for the amounts of the debentures and interest as they fall due in the same manner as for other debentures under this Act.

(9) Any plant or works and land acquired for the purpose of a work and the property appertaining thereto, shall be specially charged with the repayment of any sum borrowed by the Commission for the purposes of such work or plant and for any debentures issued therefor, and the holders of such debentures shall have a preferential charge on such plant, works and land for securing the payment of the debentures issued in respect thereof, and the interest thereon.

(10) The debentures issued hereunder shall be under the seal of the Commission and signed by the chairman and secretary. 1921, c. 99, s. 10 (3-10).

11. Notwithstanding the provisions of this Act, wherever it is provided that the electors shall assent to or do any act, the same shall not apply to the town of Ojibway until after the 31st of December, 1919, or any lawful extension in office after that date of the council of the said town appointed under the provisions of section 4 of chapter 108 of the Acts passed in the third and fourth years of the reign of His Majesty King George V, and until such time the assent of the majority of the council of the said town shall be a sufficient compliance with the provisions of this Act. 1921, c. 99, s. 11.

12. The cost of the construction, maintenance and operation of works authorized by this Act shall be borne and paid by the Essex Border municipalities in the proportion in which the said corporations will be benefited by the said works. Such proportions shall be ascertained and determined by the engineers employed by the Commission. 1921, c. 99, s. 12.

REPORTS AND SUBMISSION TO ELECTORS.

13. The Commission shall, before undertaking any work provided for by this Act, employ an engineer to make a preliminary examination and survey of the proposed work and a report, estimate and apportionment of the cost of each of the said works. The Commission shall file a copy of the said report, estimate and apportionment with the clerk of each of the said corporations.

- (a) The cost of the preliminary examination, survey, report and estimate shall not exceed the following sums, that is to say:—

where the estimated cost of the proposed work is not more than \$25,000, 5 per cent.;

where the estimated cost exceeds \$25,000, an additional 3 per cent., up to \$50,000, on the excess;

where the estimated cost exceeds \$50,000, an additional 2 per cent., up to \$100,000 on the excess;

where the estimated cost exceeds \$100,000, an additional 1 per cent. on the excess. 1921, c. 99, s. 13.

Appeal to the Municipal Board as to proportions of cost payable.

14. The Commission or the council of any corporation which may become liable under the report for any portion of the cost of any of the said works, and which is not satisfied with the apportionment made by the said report, may, within thirty days after the filing of the said report with the clerk, appeal therefrom to the Municipal Board by notice of such appeal served upon the head or the clerk of each of said corporations and in that event the question of the proportions shall stand referred to and be decided by the Municipal Board. Any of the councils may assume and undertake the conduct of the proceedings before the Municipal Board.

(a) The proceedings on an appeal under any section of this Act shall be in accordance with the rules and practice of the Municipal Board.

(b) The Municipal Board shall decide upon and determine the said proportions, and the decision of the Municipal Board shall be final. A duplicate of the order of the Municipal Board shall be filed with the Commission. 1921, c. 99, s. 14.

Submissions of questions to electors.

15.—(1) The councils shall after receiving the preliminary report and estimate provided for in the preceding section submit a question in regard to the work to the electors of the proper corporations under the provisions of Part X of *The Municipal Act*. 1921, c. 99, s. 15 (1).

Rev. Stat., c. 233.

(2) In Sandwich West and Sandwich East the question or questions shall be submitted to the electors in that part of the municipality described in Schedule "A" or "C" respectively and no others, and the approval of a majority of the proper electors in either of the said areas shall constitute the approval of the respective corporation. 1921, c. 99, s. 15 (2); 1926, c. 78, s. 3.

(3) The following is the form of the question above mentioned:—

- (a) Do you approve of constructing the works authorized by *The Consolidated Essex Border Utilities Act, 1929*, the total cost of which is \$ and the estimated cost to this municipality is \$?

1921, c. 99, s. 15 (4) *amended*.

(4) The question shall be modified to accord with the circumstances of each undertaking proposed and shall be submitted only to the electors of the municipalities liable for a share of the cost thereof, if approved, and, except as herein otherwise provided, the work may be constructed upon approval by three or more of the corporations liable as aforesaid.

(5) Subject to the provisions of *The Public Health Act* until the electors of any of the said municipalities shall have voted favourably, nothing in this Act contained shall prevent any such municipality from constructing, establishing, installing and operating within the limits thereof any system or plant for the disposal of sewage or for establishing and operating any water-works or extending or improving any such system or plant already established within the municipality.

Rev. Stat., c. 262.

Municipality may construct works before submission to electors.

(6) Subject to the provisions of subsection 7 the Commission may, after the final settling of the apportionment under a report filed require the councils to submit the question or questions to the electors and in the event of the council of any Essex Border municipality not submitting the same to its electors within two months the Commission may apply to the municipal board for an order providing for the vote to be taken to determine whether or not the majority of the electors are in favour of answering the question in the affirmative or the negative and fixing the time and place for the taking of the vote, naming the returning and deputy returning officers and making such further provisions therefor as may be deemed necessary and the said Board shall have power to make an order to that effect.

Application to Railway Board on failure of municipal council to submit question.

(7) If the question or questions to be submitted are based upon a report respecting sewers or sewage by which the corporation of the city of Windsor is affected, or respecting the water supply or waterworks of any municipality, the said question or questions shall be submitted to the electors of the various municipalities on a day on which the annual municipal elections are held unless the proper councils agree to submit the same upon some other day. 1921, c. 99, s. 15 (5-8).

Cost of preliminary survey and reports.

16. In the event of the electors of any corporation not approving of the construction of the works referred to in the question or questions, submitted to the electors the cost of the said preliminary survey, report and estimate shall be borne by all of the said corporations, as provided in section 8 and the amount payable by each corporation shall be a debt payable by such corporation to the Commission. Upon receiving from the Commission an application for payment thereof, as hereinbefore provided, the corporation shall forthwith pay the same; but in the event of the electors of the corporation approving of the construction of the works referred to in the question or in any one of the questions submitted then such cost so far as provided in section 8 hereof shall become part of the cost of the work, the construction of which is approved. 1921, c. 99, s. 16.

Re-submission of questions.

17.— (1) In the event of the electors of any corporation not approving of the construction of the work referred to in the question or questions submitted to them as provided in section 15 hereof the Commission may by requisition in writing to the proper councils require a re-submission of any question or questions in regard to the said works or any of them to the electors of any three or more of the said municipalities, and the question or questions may be altered as the circumstances require, and also additional questions may be submitted showing the total cost and the different proportions payable by each municipality should the electors of some only of the corporations to which the question is submitted signify their approval and asking for approval should not less than three corporations approve.

(2) Instead of re-submitting to three or more municipalities with the proportions changed, the Commission may, with the consent by resolution of the council of any rejecting municipality re-submit the original question to one or more rejecting municipalities and approval of their electors shall be sufficient authority to proceed with the work.

Assumption of share of one rejecting municipality.

(3) Where a question submitted under section 15 or 17 of this Act has been rejected by only one municipality and the share of the municipality so rejecting is not more than fifteen per cent. of the total and the councils of the approving municipalities pass by-laws increasing their shares of the cost to an amount sufficient to absorb the share of the rejecting municipality, the Commission shall thereby be authorized to proceed with the work and the liability of the municipalities shall be in the proportions provided in said by-laws. 1921, c. 99, s. 17.

18. In the event of the electors of three or more of the corporations whose share of cost has been shown in a question submitted as aforesaid approving of the construction of any of the works, the Commission may proceed with the construction of the works approved of for the use and benefit and at the cost of the corporations approving and the provisions of this Act and the powers of the Commission shall apply to the corporations for the benefit of which such work or works are being constructed, and the proportion payable by each municipality shall be as shown in the question. 1921, c. 99, s. 18.

19. In the event of the electors of any corporation not approving of the construction of the works referred to in a question submitted to them as herein provided but which other corporations nevertheless undertake the head and commissioner of such corporations shall not thereafter vote on any question relating to the construction, maintenance, operation or payment for or raising money in relation thereto and in voting in regard to any such work which has been disapproved, a majority of the Commission who still have the right to vote shall constitute a quorum. 1921, c. 99, s. 19.

20.—(1) On or before the first day of December in any year the council of any of the Essex Border municipalities may file with the secretary of the Commission an application showing that its actual benefit derived from any authorized work during the previous year substantially differs from its apportionment of the debt incurred and asking for a refund therefor accordingly and for a reapportionment of the unpaid part of such debt and the Commission shall hear all parties signifying their desire to be heard and may by by-law reapportion amongst the municipal corporations liable the said debt according to the benefit derived and also the annual amounts thereafter to be raised to pay the debentures issued and shall equalize the payments accordingly.

(2) A period of two weeks shall be allowed to elapse between the second and third readings of the by-law and during this period any of the said corporations may appeal to the Ontario Railway and Municipal Board and in that event the question of the reapportionment shall be reconsidered and determined by the Municipal Board and in case the said Commission or the Municipal Board shall alter the apportionment then from and after the service of a copy of the said by-law or order (as the case may be) upon the clerks of the municipalities liable each corporation shall raise and levy the sum or sums provided in said order or by-law until the debt is fully paid by a special rate or rates sufficient therefor over and above all other rates on the rateable property of the municipality

to be collected at the same time and in the same manner as other rates, but the total of the amounts to be raised by the corporations to pay any debenture or debt shall not be changed.

(3) A copy of the proposed by-law shall within three days after it has received its second reading be served upon the clerks of each of the municipalities which may be liable thereunder together with a notice stating the day of its second reading and that an appeal must be brought within two weeks from said day.

(4) If the council of any corporation refuses or neglects after service of the said order or by-law to impose or collect the said rate, the sum so required to be raised shall be a debt which may be recovered by the Commission from the corporation liable by suit in any court of competent jurisdiction. 1927, c. 108, s. 2.

Apportion-
ment of cost
of operation.

21. Upon the completion of any of the said works the engineer or engineers employed by the Commission shall file with the Commission a report setting out what is considered a fair distribution amongst the corporations of the annual cost of operating and maintaining (including depreciation) any one or more of such works; a copy of such report shall be filed by the Commission with the clerk of each of the municipalities and the said report shall have the same effect and be subject to the same provisos and conditions, including an appeal to and reconsideration from time to time by the Municipal Board as a report filed under sections 13 and 14 of this Act and each of the corporations shall thereafter be liable for the amount settled as their proportion of the maintenance, depreciation, cost of operating and deficiency (if any) from previous years, but no submission to the electors shall be required before the report shall become binding upon the corporations; and the share of each corporation of the moneys required shall be payable annually forthwith after application under this Act by each corporation out of its current revenue. 1921, c. 99, s. 21.

TRUNK SEWERS.

Trunk
sewers.

22.—(1) The Commission may construct, maintain and operate one or more trunk sewers in or near the Essex Border municipalities, and in connection therewith shall construct, maintain and operate such pumping and disposal plant or plants (if any) that may be required for the effective operation of the same and for the disposal of the sewage; and also in connection with any trunk sewer in Ojibway shall construct, maintain and operate a plant for the treatment and disposal

of the sewage from said trunk sewer at a point in or near to Ojibway.

(2) The said trunk sewers shall each have such sectional area and carrying capacity as will efficiently convey all the sewage from the sewers or system of sewerage of each of the said municipalities to the plant or plants for treating and disposing of the same constructed in connection therewith under this Act.

(3) The sewers or system of sewers of the Essex Border municipalities or such of them as shall approve by vote as provided in section 15, may be connected with the said trunk sewers. Such connections shall be made by the engineer of the Commission according to plans and specifications made by the engineer. The cost of making such connections shall be borne and paid by the said corporations respectively for which the same are made. 1921, c. 99, s. 22 (1-3).

(4) The Commission may also construct intercepting sewers and pumping and disposal plants to provide for the transmission and disposal of the sewage from any drainage area or basin within the Essex Border municipalities not included in the original trunk sewer system constructed under the provisions of subsection 1, and in each case the engineer's report thereon shall set out the area or areas benefitted thereby but no work shall be constructed without the assent by by-law of the council of the local municipality within which any part of the area lies. 1921, c. 99, s. 22 (5).

(5) The Commission may, as ancillary or incidental to the construction of any trunk sewer, enter into possession of, construct, reconstruct, improve, maintain and operate any drainage work under *The Municipal Drainage Act* and situate in part or in whole within the Essex Border municipalities, and in such case the report of the engineer shall as to any new expenditure set out the details required under the provisions of *The Municipal Drainage Act*; and an appeal shall lie to the Drainage Referee as to the matters set out in section 93 of the said Act and the said Referee shall also have power to determine the portion, if any, which should be borne by the trunk sewer; the council of the municipality within which any such area may lie upon the request of the Commission shall hold a court of revision in regard to the assessments to be made under said report with the powers and duties of a court of revision under the said Act, and an appeal shall lie therefrom to the county judge and, the cost shall be borne by the areas in the proportions so determined, and no appeal shall lie to the Municipal Board in respect of such report. 1921, c. 99, s. 22 (6); 1928, c. 64, s. 10, *part*.

Cost to be borne by the areas. (6) The cost of works authorized under subsections 4 and 5 shall be borne by the area benefitted only, and the approval of the question to be submitted in regard thereto under section 15 shall be required only by the electors of the said area.

No power to change any assessment or obligation. (7) Nothing herein contained shall authorize a change in the amount of any assessment made before the taking over by the Commission or in the liability of the lands or the municipality for any rate previously imposed to pay any debenture or debt in respect of any work.

Application of moneys. (8) Any sums collected by a municipality for maintenance or operation of any work taken over under subsections 4 and 5 shall thereafter be applied *pro tanto* to pay the requisitions made by the Commission for such purposes. 1921, c. 99, s. 22 (7-9).

Cost of maintenance borne by the areas. (9) The cost of operating or maintaining any work coming under the control of the Commission under subsections 4, 5 or 10 shall be borne by the area and in the proportions determined by a report which shall be made under section 21. 1921, c. 99, s. 22 (10); 1926, c. 78, s. 4.

Commission may authorize report on Grand Marais sewer. (10) (a) The Commission may by by-law authorize its engineer to make a report under section 13 upon the construction of a sewer to drain the sanitary sewage and surface storm and waste water from the Grand Marais basin together with the necessary connections and appliances and outlet works and pumping and treatment or disposal plants as a work to be constructed under the provisions of this Act and the cost of the report shall be paid in the same proportions as the cost of the work is charged in the said report by the municipalities within which any of the lands charged are situate.

Report to set out areas to be benefitted. (b) The report shall define the Grand Marais basin and set out the areas in the urban and rural municipalities within which the lands receive equal benefit and any other lands which should be charged and shall determine the share of the cost which should be borne by each area and by the other lands which should be charged, and the amount to be paid by each of the municipal corporations at large.

Total cost to include compensation. (c) The total cost shall include any amounts payable for compensation or damage incidental to the construction.

Appeal. (d) An appeal under section 14 may also be taken from such report by any owner and the board may vary the proportion to be paid by any such area, other lands or the muni-

icipal corporations and may re-define the said areas and eliminate lands which should not be charged.

(e) Notwithstanding any provisions to the contrary in this Act the question to be submitted under section 15 shall be submitted only to the electors within the areas benefitted and of the other lands charged and the approval of a majority of the electors voting shall authorize the construction of the said work and the corporations within which any of the said lands are situate shall be deemed thereby to have approved under the provisions of this Act and the provisions of this Act shall apply to the same, subject always to the consent of the Department of Health which may authorize the construction of the said work without the said approval under the provisions of *The Public Health Act*. Assent of electors. Rev. Stat., s. 262.

(f) Upon authorization the Commission may by by-law borrow under the provisions of section 10 a sum not greater than the estimated cost. Power to borrow.

(g) The by-law or by-laws of the Commission providing for the borrowing of the money shall set out the amounts to be raised from each area defined, the other lands and the municipal corporations at large charged and the said amounts shall be raised by special rates on all the rateable property of each accordingly; the clerks of the several municipal corporations shall enter the amount payable by each person in the collector's roll annually for the term of the debentures and the same shall be collected at the same time and in the same manner as ordinary municipal taxes. Apportionment of liability for amounts borrowed.

(h) In case the actual cost shall exceed the estimated cost the excess shall be borne in the same proportions and shall be raised by special rates in the same manner as the amounts required to be raised under clause (g) hereof. Excess, if any, over estimated cost.

(i) After the construction of the said Grand Marais sewer the Commission may from time to time upon application made by the council of any Essex Border municipality charged with any part of the cost and upon a report of the engineer recommending same enlarge or extend any of the areas so defined and may re-apportion the costs accordingly subject to an appeal under section 14 hereof. Power to extend area after construction of sewer.

(j) Provided always that should the Drainage Referee in the matter now before him under the provisions of *The Municipal Drainage Act* in which the municipal corporation of the township of Sandwich West and the Canadian Pacific Railway and others are appellants and the municipal corporation of the township of Sandwich East is respondent Consent of municipalities, to be charged, if drainage referee directs construction of a certain drain.

before the passing of the by-law under clause (f) hereof have directed the construction of the drain as set out in the report of R. W. Code, dated the 14th day of February, 1927, the Commission shall not pass any by-law authorizing the borrowing of the money for constructing the said Grand Marais sewer without the consent by by-law of the councils of the Essex Border municipalities charged with any part of the cost.

(k) If the construction of the said work is authorized the engineer may include as part of the cost of same the amount of the indebtedness heretofore incurred by the townships of Sandwich East and Sandwich West in procuring the said report of R. W. Code and of the proceedings before the Drainage Referee in respect thereof which indebtedness shall be borne by such area as the said engineer of the Commission may direct unless the Drainage Referee shall have already determined how the same should be paid. 1928, c. 64, s. 10, *part.*

WATERWORKS.

Establishing
a joint water
system.

23.—(1) The Commission may construct or acquire by purchase and maintain and operate one or more systems of waterworks in or within fifteen miles of the town of Ford City and may acquire by purchase or otherwise and may enter on and expropriate any lands, waters and water privileges and divert any lake, river, pond, spring or stream of water within the said town or within fifteen miles thereof, that may be deemed necessary for waterworks purposes or for protecting the waterworks, for preserving the purity of the water supply or pumping or purifying the water.

(2) The Commission may convey and deliver the water to the Essex Border municipalities, or such of them as shall approve by vote as provided in section 15, and for the purpose of purchasing from or supplying water to the Essex Border municipalities and adjoining municipalities and companies, associations and persons located therein may sink and lay down a main water pipe or pipes, and construct works, tanks reservoirs, and other conveniences at such place or places in or near to any of the said municipalities as may be required, and may from time to time alter their location or construction as may appear advisable. Each of the said municipalities may connect its waterworks systems with the said works for the purpose of receiving the water. Such connection shall be made at such place and in such manner as the Commission may direct, and according to plans and specifications made by the engineer and under his direction and superintendence, and the cost of making such connections shall be paid by the corporation for which the same are made.

(3) Except as herein otherwise provided the Commission shall have and may exercise all the powers conferred upon the corporation or council of a municipality by *The Public Utilities Act* with reference to waterworks, and also as to any works situated in any of the Essex Border municipalities, the powers contained in section 60 of the said Act, but shall not have power to impose any rate under section 14 of *The Public Utilities Act* upon any land charged with a similar rate or with any water rate. 1921, c. 99, s. 23.

LOCAL BOARD OF HEALTH.

24.—(1) The local board of health for the Essex Border municipalities from and after the first day of July, 1919, shall consist of the chairman of the Commission, and the medical officer of health appointed by the Commission and five resident ratepayers of the Essex Border municipalities to be appointed annually by the Commission at its first meeting in every year. The Board shall be known as the Local Board of Health for the Essex Border municipalities, and shall be a local board of health within the meaning of *The Public Health Act*. 1921, c. 99, s. 24 (1); 1924, c. 93, s. 4.

(2) The Commission shall have the powers and privileges and perform the duties of a municipal council under *The Public Health Act*, except that the Commission shall not have the power to raise any sum of money by taxation or to direct any sum to be added to any collector's roll.

(3) The secretary of the Commission shall be the secretary of the Board of Health, and shall perform the duties prescribed by *The Public Health Act* for the secretary of a local board of health. 1921, c. 99, s. 24 (2, 3).

(4) Notwithstanding the provisions of section 12 of *The Public Health Act*, from and after the first day of July, 1919, the local boards of health and medical officers of health for the municipalities of the city of Windsor, towns of Walkerville, Sandwich, Ford City, Riverside and Ojibway, shall be discontinued but the town of LaSalle and those portions of the townships of Sandwich West and Sandwich East included within the Essex Border municipalities so long as they are not included in any urban municipality shall not be included within the jurisdiction of the Local Board of Health for the Essex Border municipalities. 1928, c. 64, s. 6.

(5) The Commission shall appoint a legally qualified medical practitioner to be the medical officer of health for the Essex Border municipalities, who shall have the powers and perform the duties of a medical officer of health under *The Public Health Act*, and who shall be paid a reasonable salary by the Commission.

- Sanitary inspectors. (6) The Commission shall also appoint such number of sanitary inspectors for the Essex Border municipalities as may be deemed necessary by the said local board of health and as may be prescribed by the regulations, who shall be subject to the provisions of *The Public Health Act*.
- Rev. Stat., c. 262.
- Payment of expenses. (7) The treasurer of the Commission shall forthwith upon demand pay the amount of any account for salary of the medical officer of health or for services performed by any officer under the direction of the said board and for materials and supplies furnished or for any expenditure incurred by the said board or by the said medical officer of health or sanitary inspectors, in carrying out the provisions of *The Public Health Act*, after the said board has by resolution approved of the account and a copy of the resolution certified by the chairman and the secretary of the said board has been filed with the treasurer of the Commission.
- Rev. Stat., c. 262.
- Expenses to be paid in proportion to population. (8) The accounts so paid by the Commission under this section shall be paid to the Commission by the Essex Border municipalities upon application made under section 5 of this Act, and so far as such expense was in the judgment of the Commission incurred for the benefit of one only of the said municipalities shall be paid by that municipality, but so far as incurred for the benefit of more than one, shall be paid by those municipalities proportionately to their population, according to the last certificates of the assessor or assessment commissioner, except that the proportion to be paid by the town of Ojibway shall be fixed by the Commission until such time as the Commission shall decide and declare that its population has increased so that it will bear its fair proportion under this section.
- Installation of sanitary conveniences. (9) The said local board of health shall have the right to require that any sum of money expended for sanitary conveniences under section 23 of *The Public Health Act* shall be added to the collector's roll of the municipality within which the premises are situate.
- Rev. Stat., c. 262.
- Expense of sanitation, how borne. (10) Any expense incurred under section 33 of *The Public Health Act* may be recovered from the Commission or from any one or more of the municipal corporations certified to by the Minister, and in case of payment the right of recovery under subsection 3 of said section shall accrue to the corporation or corporations paying. 1921, c. 99, s. 24 (5-10).
- Rev. Stat., c. 262.
- Power to bring municipality under local board of health of Commission. (11) The Essex Border Utilities Commission may by by-law after receiving the approval by resolution of the council of any of the Essex Border municipalities include the whole or any area of the respective municipality within the jurisdiction of the Local Board of Health for the Essex Border municipalities and thereafter the provisions of this section shall apply thereto. 1929, c. 97, s. 3.

HOSPITALS.

25.—(1) The Commission shall have and is hereby vested with the powers of a municipal corporation to establish, erect, maintain, manage and control within the Essex Border municipalities one or more isolation hospitals for the reception and care of persons suffering with any communicable disease. Establishing isolation hospital.

(2) The Commission may agree for temporary advances and may borrow money under section 10 hereof by the issue of debentures for the purpose mentioned in subsection 1 hereof, and it shall not be necessary to obtain the assent of the electors of the Essex Border municipalities to any by-law for raising money for such purpose; such debentures shall be payable within twenty years from the date of the issue thereof. Borrowing powers.

(3) The Commission shall not establish any such hospital until it has submitted the plans and a report showing the proposed equipment and cost and its apportionment amongst the several municipalities to the Department of Health and obtained the permission of the Department of Health to proceed. Approval of Department of Health.

(4) Upon permission being given by the Department of Health a duplicate of the report shall be filed with the clerk of each municipality, and such report shall be subject to the provisions of sections 14 and 20 of this Act. Reports to be made before construction.

(5) Upon completion of any work provided for in this section the maintenance shall be provided for under the provisions of section 21. Maintenance.

(6) The Commission shall have the powers given by sections 48, 49, and 50 of *The Public Health Act* to a municipal corporation in regard to emergency hospitals within the Essex Border municipalities and the acquiring of land and buildings for that purpose, and the cost shall be paid under subsection 8 of section 24 of this Act. 1921, c. 99, s. 25; R.S.O. 1927, c. 262, s. 3. Emergency hospital for district. Rev. Stat. c. 262.

26.—(1) The Commission may erect, establish, equip, maintain, manage and control a public hospital for the Essex Border municipalities for the treatment of persons suffering from disease or injuries. Establishing public hospital.

(2) The erection, establishment, and equipment of such hospital shall be a work authorized under the provisions of this Act and the maintenance shall be provided under section 21 of this Act.

Report on
public
hospital to
be made
before con-
struction.

(3) A preliminary report shall be filed under section 13 of this Act and shall be made by an engineer, architect, contractor or other person skilled in the matter and appointed by the Commission for that purpose and the provisions of sections 14 to 20 inclusive shall apply to the report. 1921, c. 99, s. 26.

METROPOLITAN PARK.

Metro-
politan park
board

Rev. Stat.,
c. 248.

Power to
acquire park.

Power to
manage.

Apportion-
ment of cost.

Issue of
debentures.

Apportion-
ment of
main-
tenance.

Protection
of parks.
Rev. Stat.,
c. 248.

27.—(1) The Commission shall have and is hereby vested with the power of a Board of Park Management to acquire, develop, lay out, maintain and improve a Metropolitan Park or park system for the Essex Border municipalities under *The Public Parks Act*.

(2) The acquiring, developing, laying out and improving of any park, avenue, boulevard or drive shall be a work authorized under the provisions of this Act after approval by the proper electors, and the report necessary may be made by any person skilled in such matters.

(3) The Commission shall also have the power to manage, control, develop, and improve any park, avenue, boulevard, drive or any part thereof or any land of any of the Essex Border municipalities not immediately required for any other purpose where the council of the municipality with the consent of the Board of Park Management thereof (if any) declares and provides that the same shall form part of the Metropolitan Park System.

(4) The cost of acquiring, developing, laying out, improving and maintaining any work under this section shall be paid by the municipalities approving thereof proportionately to the assessed value of all their rateable, real and personal property included within the Essex Border municipalities according to the last certificate of the assessor or assessment commissioner, and there shall be no appeal to the Municipal Board in respect of the same.

(5) The Commission shall have power to raise by issue of debentures the sums required for the acquisition, developing, laying out and improving of any work authorized under this section, but the rate to be levied shall not exceed one mill on the dollar upon the assessed value of all the rateable real and personal property liable.

(6) The provisions of section 21 of this Act shall apply to the cost of maintenance and management, but the report may be made by any person skilled in such matters.

(7) Sections 18, 19 and 20 of *The Public Parks Act* shall apply to the lands acquired or managed under this section.

(8) The land acquired or managed as aforesaid may be wholly or partly within any of the Essex Border municipalities or within ten miles thereof. 1921, c. 99, s. 27.

TOWN PLANNING.

28.—(1) The Commission shall have and is hereby vested with the powers of the several town planning commissions which the city of Windsor, the towns of Walkerville, Sandwich, Ford City, Riverside and Ojibway are authorized to appoint under section 13 of *The Planning and Development Act*, and may exercise the same within the urban zones within which any of the said municipalities are situate. 1921, c. 99, s. 28 (1); 1922, c. 109, s. 4.

(2) The provisions of subsections 2, 3, 4, 6, 7, 8 and 9 of said section 13 of *The Planning and Development Act* shall not apply to the Essex Border Utilities Commission. 1921, c. 99, s. 28 (2).

(3) Instead of the fees provided for in subsection 6 of section 5 of *The Planning and Development Act* the Commission may charge a sum not less than ten dollars nor greater than twenty-five dollars for the approval of any plan of a subdivision, which sum shall be paid to the Commission at the time of the deposit of the plan as provided herein. 1924, c. 93, s. 5, *part*.

(4) Any person desirous of surveying and sub-dividing into lots any tract of land, part of which is situate within the urban zone which includes any of the Essex Border municipalities shall take the following proceedings instead of those set out in section 6 of *The Planning and Development Act*. 1921, c. 99, s. 22 (4).

(a) Such persons shall submit to the Commission a plan of the proposed sub-division prepared in accordance with the provisions of *The Registry Act* together with such copies or blue prints as the Commission may direct and shall obtain from the council of each municipality within which any part of the land is situate written approval of the plan. 1924, c. 93, s. 6.

(b) Upon receipt of such approval the Commission may, after hearing any parties who have notified the Commission in writing that they desire to be heard, approve, reject or direct changes to be made in the plan. 1924, c. 93, s. 7.

- (c) Where the plan is one coming within subsection 3 of section 5 of *The Planning and Development Act*, approval must be obtained by each municipality within which any part of the land is situate and by the Commission. 1921, c. 99, s. 28 (4), cl. (d); 1922, c. 109, s. 5; 1924, c. 93, s. 8.

- (d) Approval and signature by the Commission under this section shall be good and sufficient approval of the municipalities within the urban zone under *The Registry Act* and *The Planning and Development Act* except as herein otherwise provided. 1921, c. 99, s. 28 (4), cl. (e); 1924, c. 93, s. 9.

Rev. Stat.,
cc. 155, 236.

Improving
of through
streets.

- (5) Where the Commission has filed and registered a plan under section 4 of *The Planning and Development Act* it may with the consent by resolution of the councils of the municipalities within which any work is to be done by by-law declare that the widening, straightening, diverting, or improving of a through street or boulevard is a work beneficial to more than one of the Essex Border municipalities, and may by proceedings under sections 483, 484 and 485 of *The Municipal Act* enquire into and ascertain the cost of widening, straightening, diverting or improving such through street or boulevard and file a report and proceed with the same as an authorized work after approval by the proper electors. 1921, c. 99, s. 28 (5).

Rev. Stat.,
c. 233.

Conveyance
by metes and
bounds to
avoid the
giving of
streets in
certain areas
prevented.

- (6) For the purpose of preventing the conveyance of lands by metes and bounds to avoid the registry of a plan of a subdivision and the proper laying out of streets, the Commission may register with the Registrar of Deeds in the Registry Division of the County of Essex from time to time one or more plans, accompanied by a description of one or more areas of land within the jurisdiction of the Commission which in the opinion of the Commission is ready for subdivision and which has not already been subdivided according to a plan approved under *The Planning and Development Act* and thereafter no agreement of sale, deed of conveyance, or mortgage in fee containing a description by metes and bounds of a parcel of land within such areas shall be accepted by the said Registrar for registration without the consent in writing of the Commission endorsed thereon. 1924, c. 93, s. 10, *part*.

GENERAL POWERS.

Powers of
Commis-
sion.

- 29.**—(1) The said Commission shall have power to acquire, establish, construct, maintain, control and operate the works herein authorized and provided for and shall have all powers

necessary for that purpose, including the powers herein expressly conferred upon the Commission. 1921, c. 99, s. 3 (6).

(2) The provisions of Part XV of *The Municipal Act* shall apply to the Commission in all respects, and the Commission shall have and may exercise the powers thereby conferred upon a municipal corporation or upon the council of a municipal corporation. 1921, c. 99, s. 22 (4). Application of Part XV of Rev. Stat., c. 233.

30. The following Acts and parts of Acts are hereby repealed:

1921, chapter 99—The Whole.

1922, chapter 109—The Whole.

1924, chapter 93—The Whole.

1925, chapter 85—The Whole, except section 1.

1926, chapter 78—The Whole, except section 6.

1927, chapter 108—The Whole.

1928, chapter 64—The Whole.

and the provisions of this Act are substituted therefor.

31. This Act shall come into force on the day upon which it receives the Royal Assent. Commencement of Act.

SCHEDULE "A".

All those portions of the Township of Sandwich West bounded as follows:—

AREA No. 1

Bounded on the east and south as follows:—Commencing at the intersection of the southerly limit of the City of Windsor and the centre line of Howard Avenue; thence southerly along the centre line of Howard Avenue and the line between the Township of Sandwich East and Sandwich West to its intersection with the road allowance between the Third and Fourth Concessions; thence southerly along the centre line of the said Howard Avenue being the boundary of the Township of Sandwich South, to its intersection with the centre line of the Talbot Road; thence westerly along the centre line of the Talbot Road to a point in the limit between farm lots 3 and 4 in the Fifth Concession produced southerly; thence northerly along the said limit between lots 3 and 4 and its productions to the centre line of the road allowance between the Fourth and Fifth Concessions; thence westerly along the centre line of the road allowance between the Fourth and Fifth Concessions to a point in the westerly limit of registered plan 1241 produced southerly; thence northerly following the westerly limit of plan 1241 and its productions to the centre line of the road allowance between the Third and Fourth Concessions; thence westerly following the last mentioned road allowance to the Huron Church Line; thence southerly along the Huron Church Line to the road in rear of the Second Concession (Petite Cote); thence southerly along the said road in rear of the Second Concession to the southerly limit of farm lot 36; thence westerly along said limit of farm lot 36 to the easterly limit of the Town of LaSalle at its intersection with the Malden Road; thence northerly along the Malden Road to the northerly limit of the Town of LaSalle; thence along the northerly limit of the Town of LaSalle to the Detroit River, and bounded on the west and north as follows in order, the Detroit River, the Town of Ojibway, the Detroit River, the Town of Sandwich and the City of Windsor.

AREA No. 2

Bounded on the north by the southerly limit of the Town of LaSalle on the west by the Detroit River, on the south by the Anderdon town line and on the east as follows:—Commencing at the intersection of the southerly limit of the Town of LaSalle with the Matchett Road; thence southerly along the Matchett Road to the centre line of Martins Lane; thence southerly parallel with the easterly limit of the River Front Road to a point distant 250 feet measured southerly at right angles to the southerly limit of Martins Lane; thence westerly and parallel with the southerly limit of Martins Lane to a point distant 2,000 feet measured parallel to Martins Lane from the easterly limit of the Front Road; thence southerly and parallel to the easterly limit of the Front Road to the line between the Townships of Sandwich West and Anderdon.

1928, c. 64, s. 7.

SCHEDULE "B."

THE ESSEX BORDER UTILITIES COMMISSION

Application No., made under *The Consolidated Essex Border Utilities Act, 1929.*

To the Councils of the Corporations of Windsor, Walkerville, Sandwich, Ford City, Ojibway and Sandwich West.

The Essex Border Utilities Commission hereby applies for the sum of \$ for expenditures on capital account (or) for general purposes.

The said sum is apportioned as follows:

Windsor.....	\$
Walkerville.....	\$
Sandwich.....	\$
Ojibway.....	\$
Sandwich West.....	\$

Dated this.....day of....., 19..

(SEAL)

Chairman.

Secretary.

(NOTE.—Do not include moneys required for expenditures on capital account and moneys required for general purposes in the same application.)

1921, c. 99, sched. "B."

SCHEDULE "C."

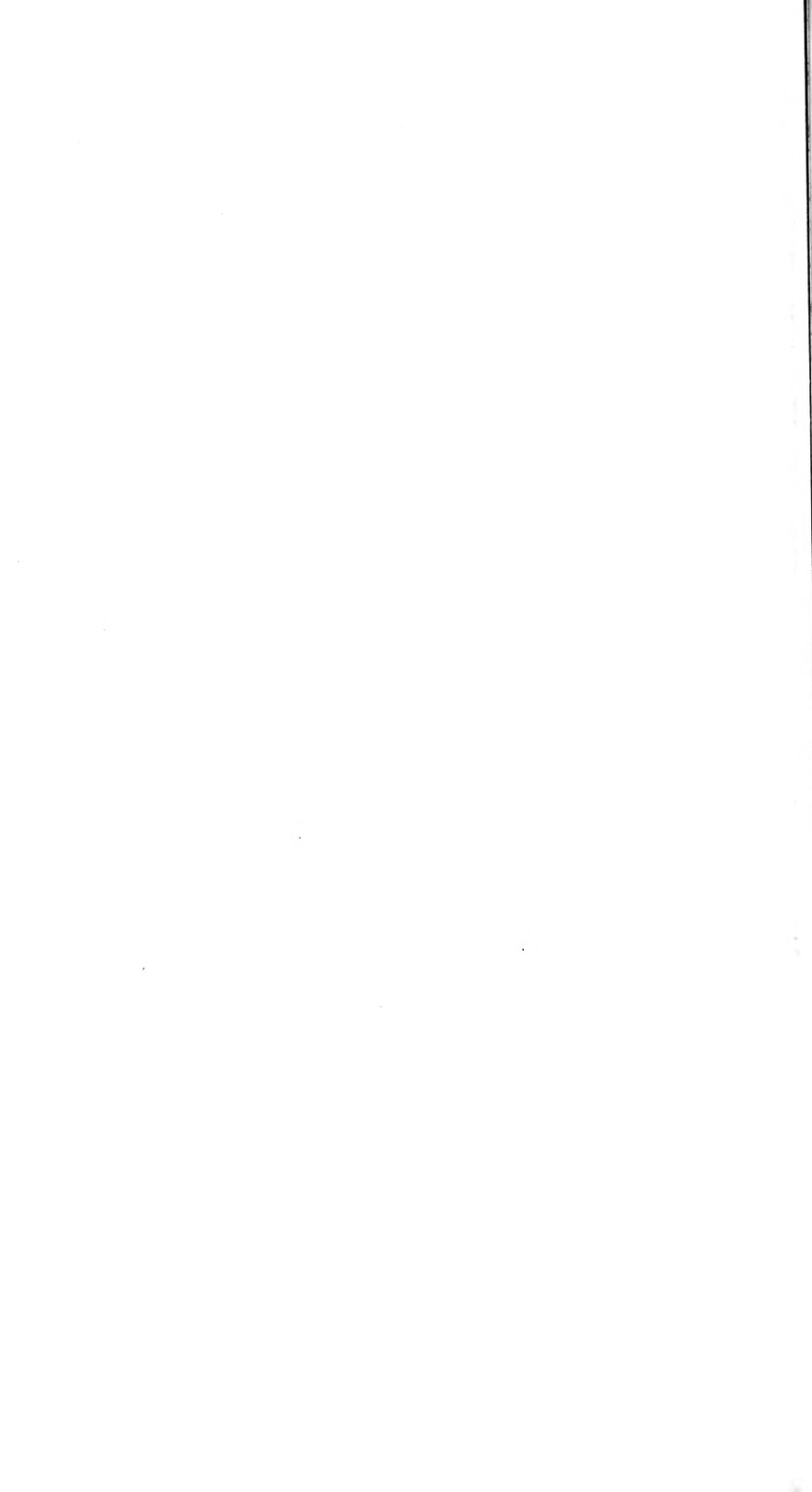
All that part of the Township of Sandwich East bounded as follows:—Commencing at the intersection of the town line between Sandwich South and Sandwich East with the town line between the Townships of Sandwich West and Sandwich East and proceeding easterly along the town line between Sandwich South and Sandwich East to the Pillette Road; thence northerly along Pillette Road to the Third Concession Road; thence easterly along the Third Concession Road to the line between farm lots 117 and 118; thence northerly along the last mentioned line to the lands of the Canadian National Railway; thence westerly along the southerly boundary of the Canadian National Railway to the line between the Township of Sandwich East and the Town of Ford City; thence southerly along the last mentioned line to Tecumseh Road; thence westerly along Tecumseh Road to the boundary between the Township of Sandwich East and the Town of Walkerville; thence southerly along the said boundary to the Canadian Pacific Railway right-of-way and continuing westerly along the boundaries of the Town of Walkerville and the City of Windsor to the boundary between the Townships of Sandwich East and Sandwich West; thence southerly along the said boundary to the point of beginning.

1928, c. 64, s. 8.

SCHEDULE "D."

That portion of the Township of Sandwich South, commencing at the junction of the boundaries of the Townships of Sandwich South, West and East, thence easterly along the boundary between the Townships of Sandwich East and South to the centre line of Lot 18 in the 8th Concession of the Township of Sandwich South; thence southerly along the centre line of the lots in said Concession 8 to the North Talbot Road; thence northwesterly along the North Talbot Road to the line between Lots numbered 301 and 302 north of the Talbot Road; thence southwesterly along the last mentioned line to the line dividing the North and South halves of lots south of Talbot Road; thence northwesterly along last mentioned line to the westerly boundary of the Township; thence northerly along the last mentioned boundary to the point of commencement.

1929, c. 97, sched. "D."





BILL.

An Act to amend and consolidate the Acts
respecting the Essex Border Utilities
Commission.

1st Reading

February 6th, 1929.

2nd Reading

March 20th, 1929.

3rd Reading

March 25th, 1929.

MR. REID.

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Sandwich.

WHEREAS the municipal corporation of the town of Sandwich has by its petition represented that the town of Sandwich borders on the Detroit River and there is in the course of erection across the said Detroit River to a point in the city of Detroit in the State of Michigan, one of the United States of America, an international bridge known as the Ambassador Bridge and the approach to the said bridge including parts of the underground structure as well as the super-structure is situate within the town of Sandwich and has been assessed by the assessor of the town of Sandwich but the assessment is contested by the Canadian Transit Company, a corporation under the laws of the Dominion of Canada authorized to construct the said bridge and the owner thereof and in regard to which the provisions of *The Railway Act, 1919* (Canada) have been made to specially apply; and whereas the said municipal corporation of the town of Sandwich and the Canadian Transit Company in order to avoid lengthy and expensive litigation have entered into an agreement of settlement as to the assessment of the said bridge so far as situate in the town of Sandwich which said agreement is dated the 20th of December, 1928, and it is desirable to confirm the said assessment and validate the said agreement; and whereas the said municipal corporation has by its petition prayed that an Act may be passed for such purpose; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Town of Sandwich Act*, Short title 1929.

2. The assessment for taxation under *The Assessment Act* of the land in the town of Sandwich, on, over, or under which the Ambassador Bridge and its approach are constructed and all the structures, sub-structures and super-
Assessment of Ambassador Bridge for 1929 to be \$1,170,000 Rev. Stat. c. 238

structures and other property connected with the said Ambassador Bridge and its approach for the year 1929 is hereby confirmed at the sum of One million, one hundred and seventy thousand dollars (\$1,170,000).

Annual
assessment
of Ambassa-
dor Bridge
for seven
years after
1929,
fixed at
\$2,135,000.

3. The assessment for taxation under *The Assessment Act*, of the land in the town of Sandwich, on, over, or under which the Ambassador Bridge and its approach are constructed and all the structures, sub-structures, super-structures and other property connected with the said Ambassador Bridge and its approach annually for the next seven (7) years after the year 1929 is hereby confirmed at the sum of Two million, one hundred and thirty-five thousand dollars (\$2,135,000).

Agreement
between
town and
Canadian
Transit Co.,
confirmed

4. The agreement dated the 20th day of December, 1928, between the municipal corporation of the town of Sandwich and the Canadian Transit Company as set out in Schedule "A" hereto is hereby declared to be legal and binding upon the parties thereto and on the ratepayers of the said municipal corporation and the said parties are hereby authorized to carry out their respective obligations and to exercise and enjoy their respective rights and powers thereunder.

Commence-
ment of
Act.

5. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "A."

Agreement made this 20th day of December, in the year of our Lord one thousand nine hundred and twenty-eight.

BETWEEN:

THE MUNICIPAL CORPORATION OF THE TOWN OF SANDWICH,
hereinafter called the "Party,"

of the first part;

—and—

THE CANADIAN TRANSIT COMPANY,
hereinafter called the "Party",

of the second part.

Whereas the Canadian Transit Company was incorporated by special Act of Parliament of the Dominion of Canada and was granted special powers enabling it to construct and operate an international bridge across the River Detroit;

And whereas the said bridge known as the Ambassador Bridge is being constructed from a point on the westerly side of the Huron Line in the Town of Sandwich to the City of Detroit and the same will be completed on or about the first day of July, 1929;

And whereas the said special act incorporating the Canadian Transit Company, namely, Chapter 57 of the Acts of the Parliament of Canada passed in the 11th and 12th years of the reign of His Majesty George V., provided amongst other things that *The Railway Act, 1919*, should so far as not inconsistent with the said special act apply to the works and undertaking of the Canadian Transit Company and wherever in *The Railway Act, 1919*, the word "Railway" occurs it shall for the purposes of the company and unless the context otherwise requires, mean the said bridge;

And whereas the said Act was amended by an Act of the Parliament of Canada passed in the 12th and 13th years of the reign of His Majesty George V., Chapter 56, whereby it was provided that all the provisions of *The Railway Act, 1919*, not inconsistent with the provisions of *The Canadian Transit Act, 1921*, should continue to apply to the Canadian Transit Company;

And whereas sections 48, 49, 50 and 51 of *The Assessment Act, R.S.O., 1927*, Chapter 238, make provision for the assessments of railways generally and international bridges and doubt has been raised as to whether the assessment of the Ambassador Bridge is to be made strictly as a railway or as a bridge and whether the whole or any part of the property other than the land itself is assessable and to what extent;

And whereas an assessment has been made in the year 1928 for the year 1929 upon the lands occupied by the said Bridge and the approach itself and the same has been appealed by the Canadian Transit Company to the Court of Revision;

And whereas the parties hereto have agreed that settlement for the purpose of avoiding litigation is desirable in the interests of both and for that purpose have agreed as follows:—

1. The amount of the assessable value of the land in the Town of Sandwich on, over or under which the Ambassador Bridge and its approach are constructed, as set out in Schedule "A" hereto and all the structures, sub-structures and super-structures and other property connected with the said Ambassador Bridge and its approach for the year 1929 is hereby agreed upon and settled at the sum of One Million, One Hundred and Seventy Thousand Dollars (\$1,170,000.00).

2. The parties hereby agree that the Court of Revision in and for the Town of Sandwich upon the said assessment made in the year 1928 for the year 1929 may enter judgment accordingly.

3. The amount of the assessable value of the land itself on, over or under which the Ambassador Bridge and its approach are constructed as set out in Schedule "A" hereto and of the structures, sub-structures, super-structures and other property connected with the said Ambassador Bridge in the Town of Sandwich is hereby agreed upon and settled at the sum of Two Million, One Hundred and Thirty-five Thousand Dollars (\$2,135,000.00) for the years 1930 to 1936, inclusive.

4. Application to the Legislative Assembly of the Province of Ontario for an Act confirming this agreement shall be made by the solicitors for the Town of Sandwich but at the expense of the Canadian Transit Company.

5. The business assessment shall be made under clause (j) of section 9 of *The Assessment Act*, R.S.O., 1927, Chapter 238, and shall be payable upon the said assessable values during the said period.

6. The school taxes to be collected upon the said assessments shall be apportioned one-half to the public schools and one-half to the separate schools.

7. The assessable value as set out in this agreement shall not cover or include any part of the said lands or any buildings to be erected thereon which are not used for the operation, maintenance, superintendence or control of the said bridge.

8. This agreement shall not come into force and effect until ratified by the said Legislative Assembly.

In witness whereof the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED,

in the presence of:

(SEAL)

"T. M. RADFORD."

(SEAL)

THE MUNICIPAL CORPORATION OF
THE TOWN OF SANDWICH,
(Sgd.) ERNEST THRASHER,
Mayor.

(Sgd.) E. R. NORTH,
Clerk.

THE CANADIAN TRANSIT COMPANY,

(Sgd.) J. A. BOWER,
President.

(Sgd.) C. V. McTAGUE,
Secretary.



19 George V, 1929.

BILL.

An Act respecting the Town of Sandwich.

1st Reading

2nd Reading

3rd Reading

MR. REID.

(*Private Bill*).

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty

BILL

An Act respecting the Town of Sandwich.

WHEREAS the municipal corporation of the town of Sandwich has by its petition represented that the town of Sandwich borders on the Detroit River and there is in the course of erection across the said Detroit River to a point in the city of Detroit in the State of Michigan, one of the United States of America, an international bridge known as the Ambassador Bridge and the approach to the said bridge including parts of the underground structure as well as the super-structure is situate within the town of Sandwich and has been assessed by the assessor of the town of Sandwich but the assessment is contested by the Canadian Transit Company, a corporation under the laws of the Dominion of Canada authorized to construct the said bridge and the owner thereof and in regard to which the provisions of *The Railway Act, 1919* (Canada) have been made to specially apply; and whereas the said municipal corporation of the town of Sandwich and the Canadian Transit Company in order to avoid lengthy and expensive litigation have entered into an agreement of settlement as to the assessment of the said bridge so far as situate in the town of Sandwich which said agreement is dated the 20th of December, 1928, and it is desirable to confirm the said assessment and validate the said agreement; and whereas the said municipal corporation has by its petition prayed that an Act may be passed for such purpose; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Town of Sandwich Act*, Short title.
1929.

2. The assessment for taxation under *The Assessment Act* of the land in the town of Sandwich, on, over, or under which the Ambassador Bridge and its approach are constructed and all the structures, sub-structures and super-
Assessment of Ambassador Bridge for 1929 to be \$1,170,000. Rev. Stat., c. 238.

structures and other property connected with the said Ambassador Bridge and its approach for the year 1929 is hereby confirmed at the sum of One million, one hundred and seventy thousand dollars (\$1,170,000).

Annual
assessment
of Ambassa-
dor Bridge
for seven
years after
1929,
fixed at
\$2,135,000.

3. The assessment for taxation under *The Assessment Act*, of the land in the town of Sandwich, on, over, or under which the Ambassador Bridge and its approach are constructed and all the structures, sub-structures, super-structures and other property connected with the said Ambassador Bridge and its approach annually for the next seven (7) years after the year 1929 is hereby confirmed at the sum of Two million, one hundred and thirty-five thousand dollars (\$2,135,000).

Agreement
between
town and
Canadian
Transit Co.,
confirmed.

4. *Saving and excepting paragraph 6 thereof* the agreement, dated the 20th day of December, 1928, between the municipal corporation of the town of Sandwich and the Canadian Transit Company as set out in schedule "A" hereto is hereby declared to be legal and binding upon the parties thereto and on the ratepayers of the said municipal corporation and the said parties are hereby authorized to carry out their respective obligations and to exercise and enjoy their respective rights and powers thereunder.

Commence-
ment of
Act.

5. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "A."

Agreement made this 20th day of December, in the year of our Lord one thousand nine hundred and twenty-eight.

BETWEEN:

THE MUNICIPAL CORPORATION OF THE TOWN OF SANDWICH,
hereinafter called the "Party,"
—and—
of the first part;

THE CANADIAN TRANSIT COMPANY,
hereinafter called the "Party",
of the second part.

Whereas the Canadian Transit Company was incorporated by special Act of Parliament of the Dominion of Canada and was granted special powers enabling it to construct and operate an international bridge across the River Detroit;

And whereas the said bridge known as the Ambassador Bridge is being constructed from a point on the westerly side of the Huron Line in the Town of Sandwich to the City of Detroit and the same will be completed on or about the first day of July, 1929;

And whereas the said special act incorporating the Canadian Transit Company, namely, Chapter 57 of the Acts of the Parliament of Canada passed in the 11th and 12th years of the reign of His Majesty George V, provided amongst other things that *The Railway Act, 1919*, should so far as not inconsistent with the said special act apply to the works and undertaking of the Canadian Transit Company and wherever in *The Railway Act, 1919*, the word "Railway" occurs it shall for the purposes of the company and unless the context otherwise requires, mean the said bridge;

And whereas the said Act was amended by an Act of the Parliament of Canada passed in the 12th and 13th years of the reign of His Majesty George V, Chapter 56, whereby it was provided that all the provisions of *The Railway Act, 1919*, not inconsistent with the provisions of *The Canadian Transit Act, 1921*, should continue to apply to the Canadian Transit Company;

And whereas sections 48, 49, 50 and 51 of *The Assessment Act, R.S.O., 1927*, Chapter 238, make provision for the assessments of railways generally and international bridges and doubt has been raised as to whether the assessment of the Ambassador Bridge is to be made strictly as a railway or as a bridge and whether the whole or any part of the property other than the land itself is assessable and to what extent;

And whereas an assessment has been made in the year 1928 for the year 1929 upon the lands occupied by the said Bridge and the approach itself and the same has been appealed by the Canadian Transit Company to the Court of Revision;

And whereas the parties hereto have agreed that settlement for the purpose of avoiding litigation is desirable in the interests of both and for that purpose have agreed as follows:—

1. The amount of the assessable value of the land in the Town of Sandwich on, over or under which the Ambassador Bridge and its approach are constructed, as set out in Schedule "A" hereto and all the structures, sub-structures and super-structures and other property connected with the said Ambassador Bridge and its approach for the year 1929 is hereby agreed upon and settled at the sum of One Million, One Hundred and Seventy Thousand Dollars (\$1,170,000.00).

2. The parties hereby agree that the Court of Revision in and for the Town of Sandwich upon the said assessment made in the year 1928 for the year 1929 may enter judgment accordingly.

3. The amount of the assessable value of the land itself on, over or under which the Ambassador Bridge and its approach are constructed as set out in Schedule "A" hereto and of the structures, sub-structures, super-structures and other property connected with the said Ambassador Bridge in the Town of Sandwich is hereby agreed upon and settled at the sum of Two Million, One Hundred and Thirty-five Thousand Dollars (\$2,135,000.00) for the years 1930 to 1936, inclusive.

4. Application to the Legislative Assembly of the Province of Ontario for an Act confirming this agreement shall be made by the solicitors for the Town of Sandwich but at the expense of the Canadian Transit Company.

5. The business assessment shall be made under clause (j) of section 9 of *The Assessment Act*, R.S.O., 1927, Chapter 238, and shall be payable upon the said assessable values during the said period.

6. The school taxes to be collected upon the said assessments shall be apportioned one-half to the public schools and one-half to the separate schools.

7. The assessable value as set out in this agreement shall not cover or include any part of the said lands or any buildings to be erected thereon which are not used for the operation, maintenance, superintendence or control of the said bridge.

8. This agreement shall not come into force and effect until ratified by the said Legislative Assembly.

In witness whereof the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED,

in the presence of:

(SEAL)

"T. M. RADFORD,"

(SEAL)

THE MUNICIPAL CORPORATION OF
THE TOWN OF SANDWICH,
(Sgd.) ERNEST THRASHER,

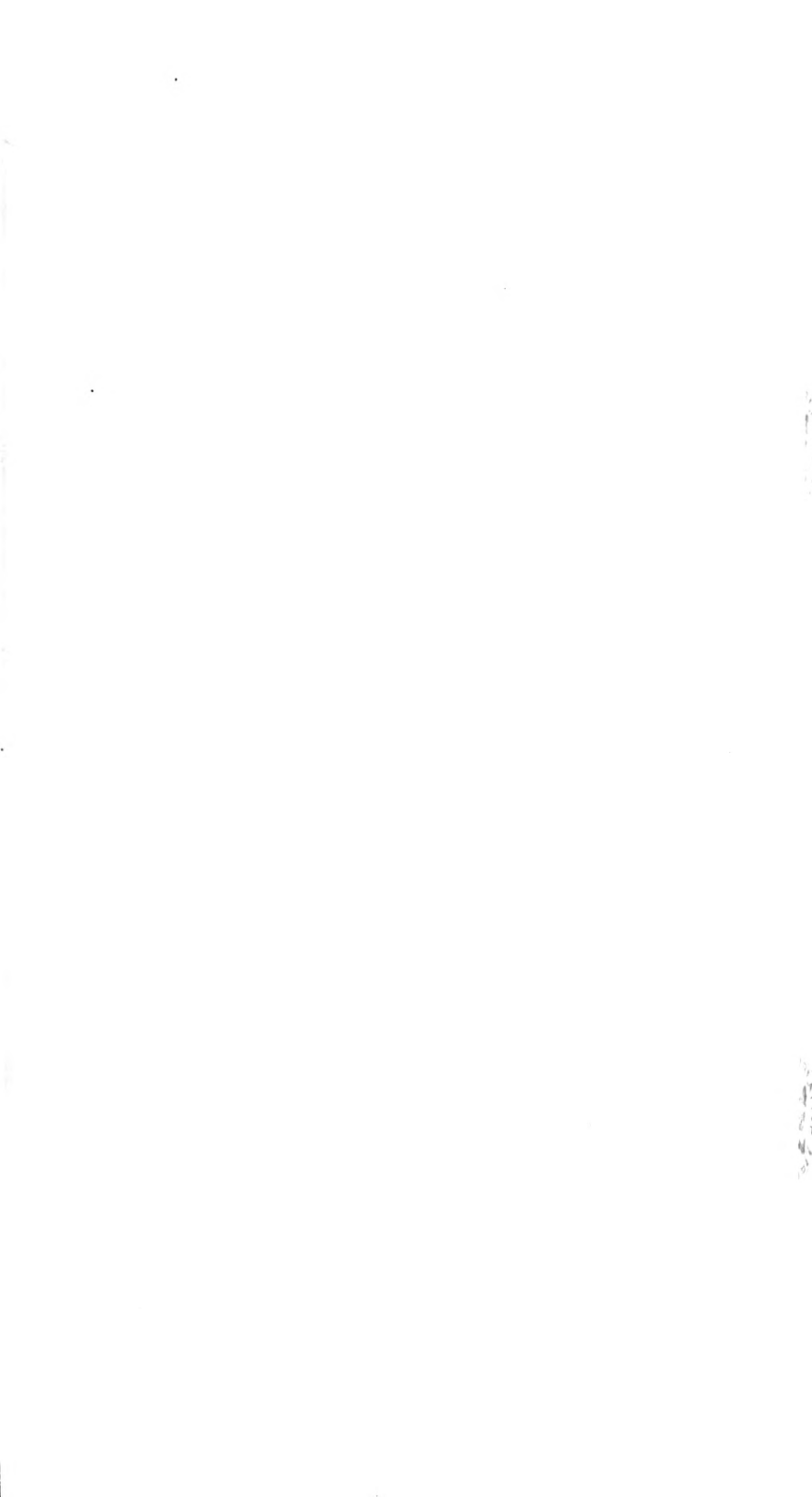
Mayor.

(Sgd.) E. R. NORTH,
Clerk.

THE CANADIAN TRANSIT COMPANY,

(Sgd.) J. A. BOWER,
President.

(Sgd.) C. V. McTAGUE,
Secretary.





BILL.

An Act respecting the Town of Sandwich.

1st Reading

February 6th, 1929.

2nd Reading

3rd Reading

MR. REID.

*(Reprinted as amended by the Private Bills
Committee.)*

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Sandwich.

WHEREAS the municipal corporation of the town of Sandwich has by its petition represented that the town of Sandwich borders on the Detroit River and there is in the course of erection across the said Detroit River to a point in the city of Detroit in the State of Michigan, one of the United States of America, an international bridge known as the Ambassador Bridge and the approach to the said bridge including parts of the underground structure as well as the super-structure is situate within the town of Sandwich and has been assessed by the assessor of the town of Sandwich but the assessment is contested by the Canadian Transit Company, a corporation under the laws of the Dominion of Canada authorized to construct the said bridge and the owner thereof and in regard to which the provisions of *The Railway Act, 1919* (Canada) have been made to specially apply; and whereas the said municipal corporation of the town of Sandwich and the Canadian Transit Company in order to avoid lengthy and expensive litigation have entered into an agreement of settlement as to the assessment of the said bridge so far as situate in the town of Sandwich which said agreement is dated the 20th of December, 1928, and it is desirable to confirm the said assessment and validate the said agreement; and whereas the said municipal corporation has by its petition prayed that an Act may be passed for such purpose; and whereas, subject to the provisions of this Act, it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Town of Sandwich Act*, Short title.
1929.

2. The assessment for taxation under *The Assessment Act* of the land in the town of Sandwich, on, over, or under which the Ambassador Bridge and its approach are con-
Assessment of Ambassador Bridge for 1929 to be \$1,170,000. Rev. Stat., c. 238.

structed and all the structures, sub-structures and super-structures and other property connected with the said Ambassador Bridge and its approach for the year 1929 is hereby confirmed at the sum of One million, one hundred and seventy thousand dollars (\$1,170,000).

Annual
assessment
of Ambassa-
dor Bridge
for seven
years after
1929,
fixed at
\$2,135,000.

3. The assessment for taxation under *The Assessment Act*, of the land in the town of Sandwich, on, over, or under which the Ambassador Bridge and its approach are constructed and all the structures, sub-structures, super-structures and other property connected with the said Ambassador Bridge and its approach annually for the next seven (7) years after the year 1929 is hereby confirmed at the sum of Two million, one hundred and thirty-five thousand dollars (\$2,135,000).

Agreement
between
town and
Canadian
Transit Co.,
confirmed.

4. Saving and excepting paragraph 6 thereof the agreement, dated the 20th day of December, 1928, between the municipal corporation of the town of Sandwich and the Canadian Transit Company as set out in schedule "A" hereto is hereby declared to be legal and binding upon the parties thereto and on the ratepayers of the said municipal corporation and the said parties are hereby authorized to carry out their respective obligations and to exercise and enjoy their respective rights and powers thereunder.

Commence-
ment of
Act.

5. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "A."

Agreement made this 20th day of December, in the year of our Lord one thousand nine hundred and twenty-eight.

BETWEEN:

THE MUNICIPAL CORPORATION OF THE TOWN OF SANDWICH,
hereinafter called the "Party,"

of the first part;

—and—

THE CANADIAN TRANSIT COMPANY,
hereinafter called the "Party",

of the second part.

Whereas the Canadian Transit Company was incorporated by special Act of Parliament of the Dominion of Canada and was granted special powers enabling it to construct and operate an international bridge across the River Detroit;

And whereas the said bridge known as the Ambassador Bridge is being constructed from a point on the westerly side of the Huron Line in the Town of Sandwich to the City of Detroit and the same will be completed on or about the first day of July, 1929;

And whereas the said special act incorporating the Canadian Transit Company, namely, Chapter 57 of the Acts of the Parliament of Canada passed in the 11th and 12th years of the reign of His Majesty George V, provided amongst other things that *The Railway Act, 1919*, should so far as not inconsistent with the said special act apply to the works and undertaking of the Canadian Transit Company and wherever in *The Railway Act, 1919*, the word "Railway" occurs it shall for the purposes of the company and unless the context otherwise requires, mean the said bridge;

And whereas the said Act was amended by an Act of the Parliament of Canada passed in the 12th and 13th years of the reign of His Majesty George V, Chapter 56, whereby it was provided that all the provisions of *The Railway Act, 1919*, not inconsistent with the provisions of *The Canadian Transit Act, 1921*, should continue to apply to the Canadian Transit Company;

And whereas sections 48, 49, 50 and 51 of *The Assessment Act, R.S.O., 1927*, Chapter 238, make provision for the assessments of railways generally and international bridges and doubt has been raised as to whether the assessment of the Ambassador Bridge is to be made strictly as a railway or as a bridge and whether the whole or any part of the property other than the land itself is assessable and to what extent;

And whereas an assessment has been made in the year 1928 for the year 1929 upon the lands occupied by the said Bridge and the approach itself and the same has been appealed by the Canadian Transit Company to the Court of Revision;

And whereas the parties hereto have agreed that settlement for the purpose of avoiding litigation is desirable in the interests of both and for that purpose have agreed as follows:—

1. The amount of the assessable value of the land in the Town of Sandwich on, over or under which the Ambassador Bridge and its approach are constructed, as set out in Schedule "A" hereto and all the structures, sub-structures and super-structures and other property connected with the said Ambassador Bridge and its approach for the year 1929 is hereby agreed upon and settled at the sum of One Million, One Hundred and Seventy Thousand Dollars (\$1,170,000.00).

2. The parties hereby agree that the Court of Revision in and for the Town of Sandwich upon the said assessment made in the year 1928 for the year 1929 may enter judgment accordingly.

3. The amount of the assessable value of the land itself on, over or under which the Ambassador Bridge and its approach are constructed as set out in Schedule "A" hereto and of the structures, sub-structures, super-structures and other property connected with the said Ambassador Bridge in the Town of Sandwich is hereby agreed upon and settled at the sum of Two Million, One Hundred and Thirty-five Thousand Dollars (\$2,135,000.00) for the years 1930 to 1936, inclusive.

4. Application to the Legislative Assembly of the Province of Ontario for an Act confirming this agreement shall be made by the solicitors for the Town of Sandwich but at the expense of the Canadian Transit Company.

5. The business assessment shall be made under clause (j) of section 9 of *The Assessment Act*, R.S.O., 1927, Chapter 238, and shall be payable upon the said assessable values during the said period.

6. The school taxes to be collected upon the said assessments shall be apportioned one-half to the public schools and one-half to the separate schools.

7. The assessable value as set out in this agreement shall not cover or include any part of the said lands or any buildings to be erected thereon which are not used for the operation, maintenance, superintendence or control of the said bridge.

8. This agreement shall not come into force and effect until ratified by the said Legislative Assembly.

In witness whereof the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED,

in the presence of:

(SEAL)

"T. M. RADFORD."

(SEAL)

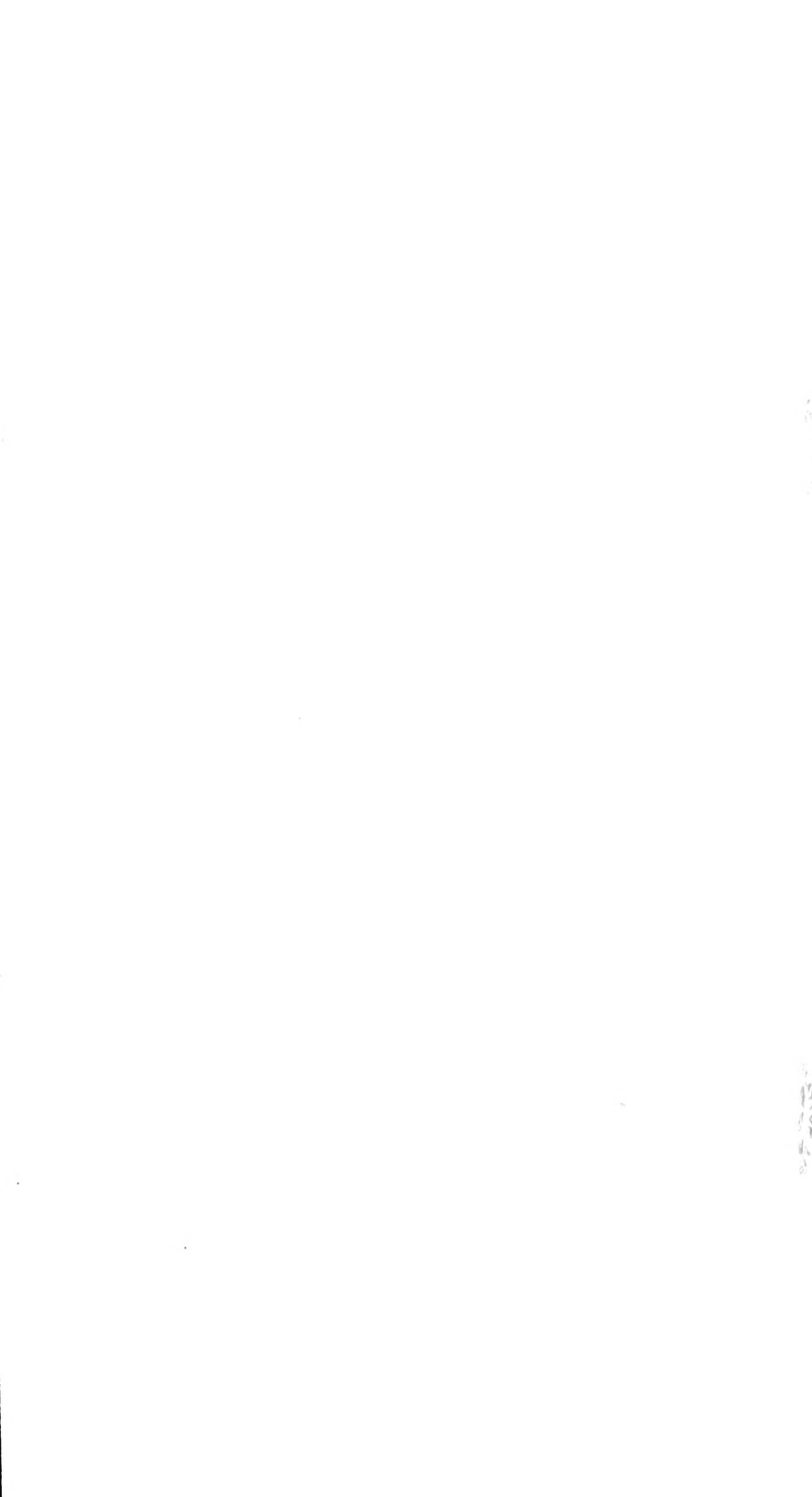
THE MUNICIPAL CORPORATION OF
THE TOWN OF SANDWICH,
(Sgd.) ERNEST THRASHER,
Mayor.

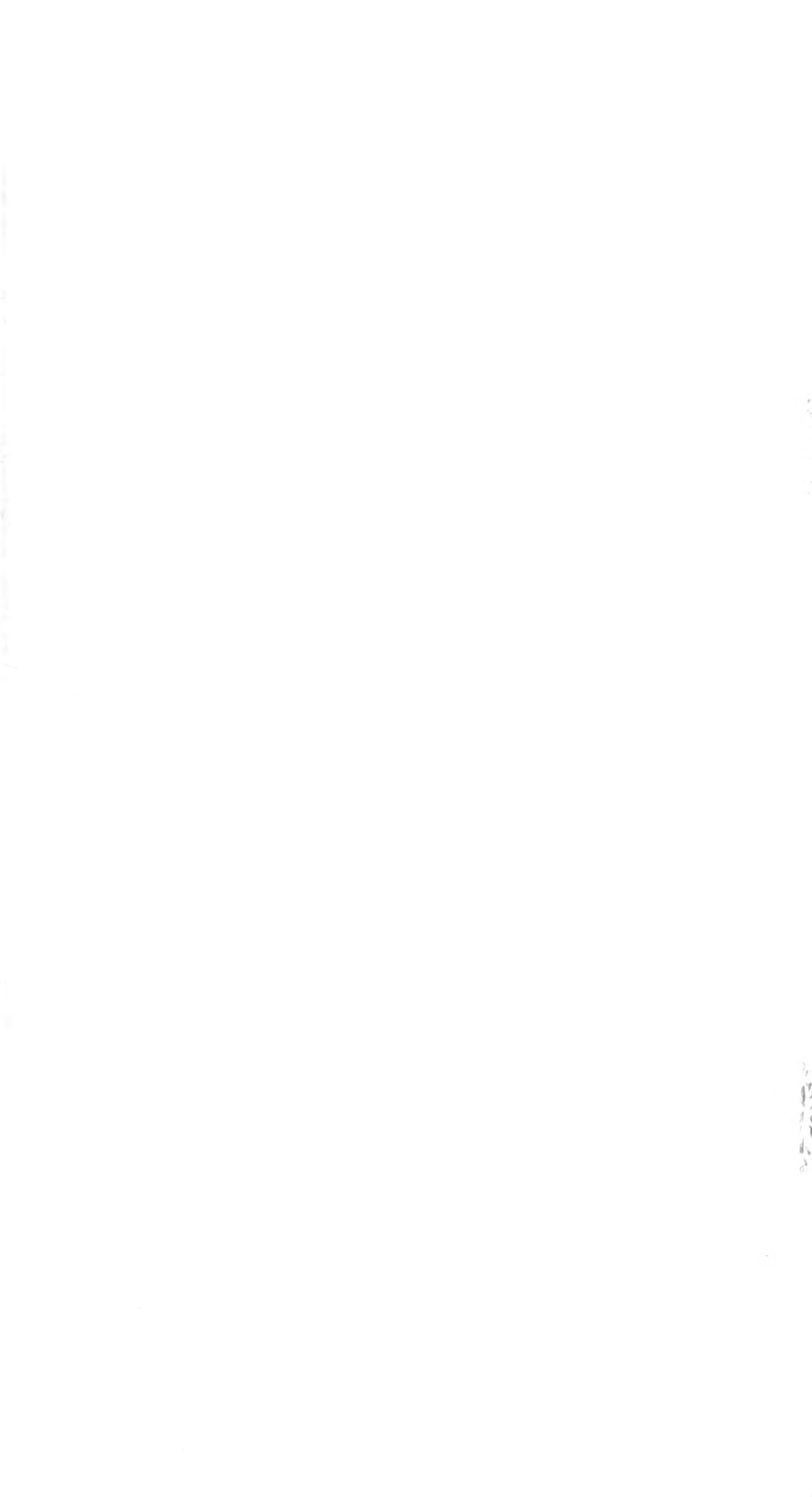
(Sgd.) E. R. NORTH, *Clerk.*

THE CANADIAN TRANSIT COMPANY,

(Sgd.) J. A. BOWER, *President.*

(Sgd.) C. V. McTAGUE, *Secretary.*





19 George V, 1929.

BILL.

An Act respecting the Town of Sandwich.

1st Reading

February 6th, 1929.

2nd Reading

March 20th, 1929.

3rd Reading

March 25th, 1929.

MR. REID.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Owen Sound.

WHEREAS the municipal corporation of the city of Preamble
Owen Sound has by petition represented that it has passed a by-law with the assent of the electors of the said corporation of the city of Owen Sound, authorizing an application for a special Act to reduce the number of members of the municipal council from twelve aldermen and a mayor to eight aldermen and a mayor, all to be elected by a general vote, the mayor to hold office for one year, the aldermen for two years; four aldermen to be elected each year; and whereas the said corporation has by its petition prayed that an Act may be passed for that purpose; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario enacts as follows:

1. This Act may be cited as *The City of Owen Sound Act*, Short title
1929.
2. From and after the end of the term of office of the Composition of council.
municipal council of the corporation of the city of Owen Sound for the year 1929, the municipal council of the corporation of the city of Owen Sound shall consist of a mayor and eight aldermen, who shall be elected by a general vote of the electors.
3. Save as hereinafter provided the aldermen shall hold Term of office.
office for two years and until their successors are elected, and the mayor shall hold office for one year and until his successor is elected.
4. One-half of the first elected aldermen shall hold office Certain aldermen to hold office for two years and certain for one year
for two years, the other half for one year, and shall continue in office until their successors are elected; the four aldermen to hold office for the years 1930 and 1931 shall be the four candidates for the office of aldermen obtaining the highest number of votes at the election for the municipal council for the year 1930.

Application
of general
Acts.

5. In all other respects the provisions of all general Acts of the Legislature of the Province of Ontario regarding the election and tenure of office of members of the municipal council, shall apply.

Commence-
ment of
Act.

6. This Act shall come into force on the day upon which it receives the Royal Assent.

Ontario.
19 George V, 1929.

BILL.

An Act respecting the City of Owen Sound.

1st Reading,

2nd Reading,

3rd Reading,

MR. TAYLOR.

(Private Bill.)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Owen Sound.

WHEREAS the municipal corporation of the city of ^{Preamble.} Owen Sound has by petition represented that it has passed a by-law with the assent of the electors of the said corporation of the city of Owen Sound, authorizing an application for a special Act to reduce the number of members of the municipal council from twelve aldermen and a mayor to eight aldermen and a mayor, all to be elected by a general vote, the mayor to hold office for one year, the aldermen for two years; four aldermen to be elected each year; and whereas the said corporation has by its petition prayed that an Act may be passed for that purpose; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario enacts as follows:

1. This Act may be cited as *The City of Owen Sound Act*, ^{Short title.} 1929.

2.—(1) For the year 1930 and thereafter, the council of ^{Composition of council.} the city of Owen Sound shall be composed of a mayor and eight aldermen to be elected by a general vote of the electors.

(2) The mayor of said city shall be elected annually by a ^{Election of mayor.} general vote of the electors.

(3) The four aldermen who shall obtain the highest number ^{Term of office of aldermen.} of votes at the election held for the year 1930 shall hold office for a term of two years, and the remainder of the aldermen elected at said election shall hold office for a term of one year; and in each year thereafter one-half of the said eight aldermen shall be elected by a general vote of the electors and shall hold office for a term of two years.

3. In all other respects the provisions of all general Acts ^{Application of general Acts.} of the Legislature of the Province of Ontario regarding the

election and tenure of office of members of the municipal council, shall apply.

Commence-
ment of
Act.

4. This Act shall come into force on the day upon which it receives the Royal Assent.

BILL.

An Act respecting the City of Owen Sound.

1st Reading,

February 6th, 1929.

2nd Reading,

3rd Reading,

MR. TAYLOR.

*(Reprinted as amended by the Private Bills
Committee.)*

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Owen Sound.

WHEREAS the municipal corporation of the city of ^{Preamble.} Owen Sound has by petition represented that it has passed a by-law with the assent of the electors of the said corporation of the city of Owen Sound, authorizing an application for a special Act to reduce the number of members of the municipal council from twelve aldermen and a mayor to eight aldermen and a mayor, all to be elected by a general vote, the mayor to hold office for one year, the aldermen for two years; four aldermen to be elected each year; and whereas the said corporation has by its petition prayed that an Act may be passed for that purpose; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario enacts as follows:

1. This Act may be cited as *The City of Owen Sound Act*, ^{Short title.} 1929.

2.—(1) For the year 1930 and thereafter, the council of ^{Composition of council.} the city of Owen Sound shall be composed of a mayor and eight aldermen to be elected by a general vote of the electors.

(2) The mayor of said city shall be elected annually by a ^{Election of mayor.} general vote of the electors.

(3) The four aldermen who shall obtain the highest number of votes at the election held for the year 1930 shall hold office ^{Term of office of aldermen.} for a term of two years, and the remainder of the aldermen elected at said election shall hold office for a term of one year; and in each year thereafter one-half of the said eight aldermen shall be elected by a general vote of the electors and shall hold office for a term of two years.

3. In all other respects the provisions of all general Acts ^{Application of general Acts.} of the Legislature of the Province of Ontario regarding the Acts.

election and tenure of office of members of the municipal council, shall apply.

Commence-
ment of
Act.

4. This Act shall come into force on the day upon which it receives the Royal Assent.

BILL.

An Act respecting the City of Owen Sound.

1st Reading,

February 6th, 1929.

2nd Reading,

February 25th, 1929.

3rd Reading,

March 15th, 1929.

MR. TAYLOR.

FOR ONTARIO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of London.

WHEREAS the corporation of the city of London has Preamble
by its petition prayed for special legislation in respect
of the matters hereinafter set forth; and whereas it is ex-
pedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and
consent of the Legislative Assembly of the Province of
Ontario, enacts as follows:—

1. This Act may be cited as *The City of London Act, 1929*. Short title

2. The corporation of the city of London may pass a Borrowing
by-law to borrow, and may borrow, a sum not exceeding \$300,000
\$300,000, and may issue debentures therefor for any period to meet
not exceeding twenty years from the date thereof, and at deficits in
such rate of interest not exceeding five per cent. per annum operation of
as the council of the corporation of the city of London may London &
determine, to provide moneys to pay for the deficit in recent Port Stanley
years in the operation of the corporation of the city of London Railway
of the London and Port Stanley Railway, without submitting
the by-law to the electors of the said city for their assent.

3. The corporation of the city of London may pass a Borrowing
by-law to borrow, and may borrow, a sum not exceeding \$65,000 for
\$65,000, and may issue debentures therefor for any period improve-
not exceeding twenty years from the date thereof, and at ments in
such rate of interest not exceeding five per cent. per annum railway
as the council of the corporation of the city of London may yards at Port
determine, to provide moneys to pay for the improvements Stanley
made and to be made in the yards of The London and Port
Stanley Railway Company at the village of Port Stanley,
in the county of Elgin, without submitting the by-law to the
electors of the said city for their assent.

4. The corporation of the city of London may pass a Borrowing
by-law to borrow, and may borrow, a sum not exceeding \$146,000 to-
\$146,000, and may issue debentures therefor, for any period wards cost of
not exceeding twenty years from the date thereof, and at erection of
Confedera-
tion Build-
ing in
Queen's
Park.

such rate of interest not exceeding five per cent. per annum as the council of the corporation of the city of London may determine, to provide moneys to pay for the balance due for the erection of the Confederation building in Queen's Park, in the said city of London, after applying in part payment thereof the sum of \$60,366.01 received from the insurance companies for loss by fire of the main building, and \$975 from the sale of old material in the said building in Queen's Park aforesaid, to pay the cost of the erection of the Administration building erected in Queen's Park aforesaid, to pay for the improvements made in the Manufacturers' building in Queen's Park aforesaid, to pay for the pavements laid in Queen's Park aforesaid and to pay for the site of the said Administration building in Queen's Park aforesaid, without submitting the by-law to the electors of the said city for their assent.

Borrowing
\$104,000 for
Ontario
Live Stock
Arena.

5. The corporation of the city of London may pass a by-law to borrow, and may borrow, a sum not exceeding \$104,000, and may issue debentures therefor, for any period not exceeding ten years from the date thereof, and at such rate of interest not exceeding five per cent. per annum as the council of the corporation of the city of London may determine, to provide moneys to pay for the Ontario Live Stock Arena building erected in Queen's Park, in the said city of London, without submitting the by-law to the electors of the said city for their assent.

Borrowing
\$50,000 for
erection of
Poultry
Building.

6. The corporation of the city of London may pass a by-law to borrow, and may borrow, a sum not exceeding \$50,000, and may issue debentures therefor for any period not exceeding twenty years from the date thereof, and at such rate of interest not exceeding five per cent. per annum as the council of the corporation of the city of London may determine, to provide moneys to pay for the erection of a building in Queen's Park aforesaid, for the exhibition of poultry, without submitting the by-law to the electors of the said city for their assent.

Borrowing
\$35,000 for
heating
plant in
Victoria
Hospital

7. The corporation of the city of London may pass a by-law to borrow, and may borrow, a sum not exceeding \$35,000, and may issue debentures therefor for any period not exceeding twenty years from the date thereof, and at such rate of interest not exceeding five per cent. per annum as the council of the corporation of the city of London may determine, to provide moneys to pay for the new heating plant installed in Victoria Hospital in the said city of London, without submitting the by-law to the electors of the said city for their assent.

8. An alderman of the city of London shall not be eligible to be elected mayor of the said city unless he has, at least three days before the day of nomination, filed his resignation with the clerk of the corporation of the city of London.

Resignation
of alderman
before
eligible as
candidate for
mayoralty

9. The words "the unsuccessful candidate who received the highest number of votes at the next preceding election," contained in section 165 of *The Municipal Act*, have since the passing of *The City of London Act, 1925*, referred, and do refer, to the unsuccessful candidate who received the highest number of votes at the election at which the alderman whose office becomes vacant was elected.

Meaning
of certain
words in
s. 165 of
Rev. Stat.
c. 233

10. Section 20 of *The City of London Act, 1927*, is hereby repealed.

1927, c. 117,
s. 20,
repealed.

11. It shall not be necessary for the said corporation to observe, in respect of any of the by-laws mentioned in sections 2, 3, 4, 5, 6 and 7 of this Act, the formalities prescribed by *The Municipal Act*, in relation to the passing of money by-laws.

Formalities
prescribed
by Rev.
Stat., c. 233,
not to apply

12. No irregularity in the form of any of the debentures issued under the authority of this Act, or in any by-law authorizing the issue thereof, shall render the same invalid or be allowed as a defence to any action brought against the corporation of the city of London for the recovery of the amount thereof, or any part thereof, or the interest thereon.

Irregularity
in form
not to
invalidate.

13. This Act shall come into force on the day upon which it receives the Royal Assent.

Commence-
ment of
Act.

BILL.

An Act respecting the City of London.

1st Reading,

2nd Reading,

3rd Reading,

MR. MOORE.

(Private Bill.)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of London.

WHEREAS the corporation of the city of London has Preamble.
by its petition prayed for special legislation in respect
of the matters hereinafter set forth; and whereas it is ex-
pedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and
consent of the Legislative Assembly of the Province of
Ontario, enacts as follows:—

1. This Act may be cited as *The City of London Act, 1929*, Short title.

2. The corporation of the city of London may pass a Borrowing
by-law to borrow, and may borrow, a sum not exceeding \$300,000
\$300,000, and may issue debentures therefor for any period To meet
not exceeding twenty years from the date thereof, and at deficits in
such rate of interest not exceeding five per cent. per annum operation of
as the council of the corporation of the city of London may London &
determine, to provide moneys to pay for the deficit in recent Port Stanley
years in the operation by the corporation of the city of London Railway.
of the London and Port Stanley Railway, without submitting
the by-law to the electors of the said city for their assent.

3. The corporation of the city of London may pass a Borrowing
by-law to borrow, and may borrow, a sum not exceeding \$65,000 for
\$65,000, and may issue debentures therefor for any period improve-
not exceeding twenty years from the date thereof, and at ments in
such rate of interest not exceeding five per cent. per annum railway
as the council of the corporation of the city of London may yards at Port
determine, to provide moneys to pay for the improvements Stanley.
made and to be made in the yards of The London and Port
Stanley Railway Company at the village of Port Stanley,
in the county of Elgin, without submitting the by-law to the
electors of the said city for their assent.

4. The corporation of the city of London may pass a Borrowing
by-law to borrow, and may borrow, a sum not exceeding \$146,000 to-
\$146,000, and may issue debentures therefor, for any period wards cost of
not exceeding twenty years from the date thereof, and at erection of
Confederation Building in
Queen's
Park.

such rate of interest not exceeding five per cent. per annum as the council of the corporation of the city of London may determine, to provide moneys to pay for the balance due for the erection of the Confederation building in Queen's Park, in the said city of London, after applying in part payment thereof the sum of \$60,366.01 received from the insurance companies for loss by fire of the main building, and \$975 from the sale of old material in the said building in Queen's Park aforesaid, to pay the cost of the erection of the Administration building erected in Queen's Park aforesaid, to pay for the improvements made in the Manufacturers' building in Queen's Park aforesaid, to pay for the pavements laid in Queen's Park aforesaid and to pay for the site of the said Administration building in Queen's Park aforesaid, without submitting the by-law to the electors of the said city for their assent.

Borrowing
\$104,000 for
Ontario
Live Stock
Arena.

5. The corporation of the city of London may pass a by-law to borrow, and may borrow, a sum not exceeding \$104,000, and may issue debentures therefor, for any period not exceeding ten years from the date thereof, and at such rate of interest not exceeding five per cent. per annum as the council of the corporation of the city of London may determine, to provide moneys to pay for the Ontario Live Stock Arena building erected in Queen's Park, in the said city of London, without submitting the by-law to the electors of the said city for their assent.

Borrowing
\$50,000 for
erection of
Poultry
Building.

6. The corporation of the city of London may pass a by-law to borrow, and may borrow, a sum not exceeding \$50,000, and may issue debentures therefor for any period not exceeding twenty years from the date thereof, and at such rate of interest not exceeding five per cent. per annum as the council of the corporation of the city of London may determine, to provide moneys to pay for the erection of a building in Queen's Park aforesaid, for the exhibition of poultry, without submitting the by-law to the electors of the said city for their assent.

Borrowing
\$35,000 for
heating
plant in
Victoria
Hospital.

7. The corporation of the city of London may pass a by-law to borrow, and may borrow, a sum not exceeding \$35,000, and may issue debentures therefor for any period not exceeding twenty years from the date thereof, and at such rate of interest not exceeding five per cent. per annum as the council of the corporation of the city of London may determine, to provide moneys to pay for the new heating plant installed in Victoria Hospital in the said city of London, without submitting the by-law to the electors of the said city for their assent.

8. An alderman of the city of London shall not be eligible to be elected mayor of the said city unless he has ^{Repeal of section of alderman} *with his before* ^{eligible as} *declaration of qualification*, filed his resignation with the clerk ^{candidate for} of the corporation of the city of London. ^{mayorally}

9. The words "the unsuccessful candidate who received the highest number of votes at the next preceding election," ^{Meaning of certain words in} contained in section 165 of *The Municipal Act*, have since ^{165 of} the passing of *The City of London Act, 1925*, referred, and do ^{Rev. Stat.,} refer, to the unsuccessful candidate who received the highest number of votes at the election at which the alderman whose office becomes vacant was elected. ^{c. 233.}

10. Section 20 of *The City of London Act, 1927*, is hereby ^{1927, c. 117,} repealed. ^{s. 20,} ^{repealed.}

11. It shall not be necessary for the said corporation to observe, in respect of any of the by-laws mentioned in sections 2, 3, 4, 5, 6 and 7 of this Act, the formalities prescribed ^{Formalities prescribed by Rev. Stat., c. 233,} by *The Municipal Act*, in relation to the passing of money by-laws. ^{not to apply.}

12. No irregularity in the form of any of the debentures issued under the authority of this Act, or in any by-law authorizing the issue thereof, shall render the same invalid or be allowed as a defence to any action brought against the corporation of the city of London for the recovery of the amount thereof, or any part thereof, or the interest thereon. ^{Irregularity in form not to invalidate.}

13. This Act shall come into force on the day upon which it receives the Royal Assent. ^{Commencement of Act.}

19 George V, 1929.

BILL.

An Act respecting the City of London.

1st Reading,

February 6th, 1929.

2nd Reading,

March 13th, 1929.

3rd Reading,

MR. MOORE.

(*Reprinted as amended by the Private Bills
Committee.*)

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of London.

WHEREAS the corporation of the city of London has by its petition prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The City of London Act, 1929*.

2. The corporation of the city of London may pass a by-law to borrow, and may borrow, a sum not exceeding \$300,000, and may issue debentures therefor for any period not exceeding twenty years from the date thereof, and at such rate of interest not exceeding five per cent. per annum as the council of the corporation of the city of London may determine, to provide moneys to pay for the deficit in recent years in the operation by the corporation of the city of London of the London and Port Stanley Railway, without submitting the by-law to the electors of the said city for their assent.

3. The corporation of the city of London may pass a by-law to borrow, and may borrow, a sum not exceeding \$65,000, and may issue debentures therefor for any period not exceeding twenty years from the date thereof, and at such rate of interest not exceeding five per cent. per annum as the council of the corporation of the city of London may determine, to provide moneys to pay for the improvements made and to be made in the yards of The London and Port Stanley Railway Company at the village of Port Stanley, in the county of Elgin, without submitting the by-law to the electors of the said city for their assent.

4. The corporation of the city of London may pass a by-law to borrow, and may borrow, a sum not exceeding \$146,000, and may issue debentures therefor, for any period not exceeding twenty years from the date thereof, and at

such rate of interest not exceeding five per cent. per annum as the council of the corporation of the city of London may determine, to provide moneys to pay for the balance due for the erection of the Confederation building in Queen's Park, in the said city of London, after applying in part payment thereof the sum of \$60,366.01 received from the insurance companies for loss by fire of the main building, and \$975 from the sale of old material in the said building in Queen's Park aforesaid, to pay the cost of the erection of the Administration building erected in Queen's Park aforesaid, to pay for the improvements made in the Manufacturers' building in Queen's Park aforesaid, to pay for the pavements laid in Queen's Park aforesaid and to pay for the site of the said Administration building in Queen's Park aforesaid, without submitting the by-law to the electors of the said city for their assent.

Borrowing
\$104,000 for
Ontario
Live Stock
Arena.

5. The corporation of the city of London may pass a by-law to borrow, and may borrow, a sum not exceeding \$104,000, and may issue debentures therefor, for any period not exceeding ten years from the date thereof, and at such rate of interest not exceeding five per cent. per annum as the council of the corporation of the city of London may determine, to provide moneys to pay for the Ontario Live Stock Arena building erected in Queen's Park, in the said city of London, without submitting the by-law to the electors of the said city for their assent.

Borrowing
\$50,000 for
erection of
Poultry
Building.

6. The corporation of the city of London may pass a by-law to borrow, and may borrow, a sum not exceeding \$50,000, and may issue debentures therefor for any period not exceeding twenty years from the date thereof, and at such rate of interest not exceeding five per cent. per annum as the council of the corporation of the city of London may determine, to provide moneys to pay for the erection of a building in Queen's Park aforesaid, for the exhibition of poultry, without submitting the by-law to the electors of the said city for their assent.

Borrowing
\$35,000 for
heating
plant in
Victoria
Hospital.

7. The corporation of the city of London may pass a by-law to borrow, and may borrow, a sum not exceeding \$35,000, and may issue debentures therefor for any period not exceeding twenty years from the date thereof, and at such rate of interest not exceeding five per cent. per annum as the council of the corporation of the city of London may determine, to provide moneys to pay for the new heating plant installed in Victoria Hospital in the said city of London, without submitting the by-law to the electors of the said city for their assent.

8. An alderman of the city of London shall not be eligible to be elected mayor of the said city unless he has with his declaration of qualification, filed his resignation with the clerk of the corporation of the city of London.

Resignation of alderman before eligible as candidate for mayoralty.

9. The words "the unsuccessful candidate who received the highest number of votes at the next preceding election," contained in section 165 of *The Municipal Act*, have since the passing of *The City of London Act, 1925*, referred, and do refer, to the unsuccessful candidate who received the highest number of votes at the election at which the alderman whose office becomes vacant was elected.

Meaning of certain words in s. 165 of Rev. Stat., c. 233.

10. Section 20 of *The City of London Act, 1927*, is hereby repealed.

1927, c. 117, s. 20, repealed.

11. It shall not be necessary for the said corporation to observe, in respect of any of the by-laws mentioned in sections 2, 3, 4, 5, 6 and 7 of this Act, the formalities prescribed by *The Municipal Act*, in relation to the passing of money by-laws.

Formalities prescribed by Rev. Stat., c. 233, not to apply.

12. No irregularity in the form of any of the debentures issued under the authority of this Act, or in any by-law authorizing the issue thereof, shall render the same invalid or be allowed as a defence to any action brought against the corporation of the city of London for the recovery of the amount thereof, or any part thereof, or the interest thereon.

Irregularity in form not to invalidate.

13. This Act shall come into force on the day upon which it receives the Royal Assent.

Commencement of Act.

BILL.

An Act respecting the City of London.

1st Reading,

February 6th, 1929.

2nd Reading,

March 13th, 1929.

3rd Reading,

March 18th, 1929.

MR. MOORE.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Township of Nepean.

WHEREAS the corporation of the township of Nepean ^{Preamble} has by its petition prayed for special legislation: (a) For the establishment, enlargement, reduction, amalgamation and subdivision of sewer areas and water areas in designated portions of the township; the construction of sewerage systems and sewage disposal works and waterworks systems to serve the sewer areas and water areas so set apart; the assessment of the cost of said works, except works undertaken pursuant to the provisions of *The Local Improvement Act*, upon all the rateable property in the area or areas to serve which such works have been constructed, and the issue of debentures to meet the cost of said works; (b) For entering into agreements with other municipalities for the construction, enlargement, extension, improvement, operation and maintenance of sewage disposal works, plant, appliances and accessories in connection therewith for the joint use of any sewer area or areas and such other municipalities, and for entering into agreements with other municipalities for the admission of sewage from such other municipalities into the sewers and sewerage works of the township, or for admission of sewage from the township into the sewers or sewerage works of such other municipalities; (c) For entering into agreements with other municipalities and corporations for the construction, enlargement, extension, improvement, operation and maintenance of waterworks systems, plant, appliances and accessories in connection therewith for the joint use of any water area or areas with such other municipalities and for a supply of water to serve any sewer areas and water areas hereafter set apart and established pursuant to the provisions of this Act; (d) For providing that all rates imposed under the legislation hereinbefore set out shall be deemed local improvement rates for the purpose of section 306 of *The Municipal Act*; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

Short title.

1. This Act may be cited as *The Township of Nepean Act, 1920*.

Establishment of sewer and water areas

2. The council of the township of Nepean may from time to time pass by-laws to set apart and establish as a sewer area or as a water area any portion of the township described in such by-law, and to construct, enlarge, extend, improve and operate sewerage systems and sewage disposal works within or outside of any sewer area or areas to serve such sewer area or one or more sewer areas or lands situate therein, and to construct, enlarge, extend, improve and operate waterworks systems within or outside of any water area or areas to serve such water area or one or more water areas or lands situate therein.

How cost to be assessed

3. The entire cost of the construction, enlargement, extension, improvement, operation, maintenance, management and repair of any such sewerage systems or sewage disposal works or of any such waterworks systems, save and except such works as are undertaken pursuant to the provisions of *The Local Improvement Act* as hereinafter provided, shall be assessed upon all the rateable property in the area or areas to serve which such works have been undertaken, provided that where such works are undertaken to serve more than one area the council shall by by-law determine the portion of the cost thereof to be borne by each of such areas, and the revenues arising from the operation of any such work shall form a special fund for the use of the area or areas to serve which such work has been undertaken in such manner that the revenue from any work shall be allocated to the area or areas in the same proportion as they contribute to the cost of its construction.

Rev. Stat. c. 235.

Thirty years debentures for portion of cost.

4. Where the whole or any portion of the cost of any work is assessed against all the rateable property in any area or areas, the debentures issued to provide for the payment of the cost so assessed may be made payable within thirty years from the date of issue of such debentures.

Works to be undertaken as local improvements with certain exceptions.

5. The council may undertake within any sewer area or areas the construction of sewers and necessary appliances and accessories and private drain connections and within any water area or areas the construction of waterworks, water-mains and necessary appliances and accessories and private drain connections as local improvements pursuant to the provisions of *The Local Improvement Act*, provided that:

Rev. Stat., c. 235.

- (a) Except as in this section otherwise expressly provided where a work is constructed to serve lands situate entirely within one area, that part of the cost which would otherwise be the corporation's

portion of the cost shall be assessed upon all the rateable property in the area and the remainder of the cost of such work shall be specially assessed upon the lots within such area fronting or abutting on or served by the work.

- (b) Where a work is constructed to serve lands situate within more than one area, the council shall by by-law determine the portion of cost to be borne by each area, and such respective portions shall be assessed in such areas in the manner in this section provided.
- (c) The council may by by-law passed at any general or special meeting by a vote of three-fourths of all the members of the council provide that a certain annual rate per foot frontage in satisfaction of the owners' portion of the cost shall be assessed upon the levied and collected from the land abutting directly on or served by the sewers or watermains constructed in the area designated in such by-law during the currency of the debentures issued to pay for the cost of such sewers or watermains and that the remainder of the cost, if any, not provided for by such annual rate, shall be borne by the area, provided that if in any case such annual rate per foot frontage shall be more than sufficient to provide for the actual cost of the sewer or watermains the surplus resulting therefrom shall be deposited to a special account to be used by the council for the benefit of such area. Any such by-law shall not be repealed or amended except by a vote of three-fourths of all the members of the council.
- (d) In any notice of council published, served or mailed pursuant to sections 10, 12, 37 or 42 of *The Local Improvement Act* in respect to the construction of sewers or watermains, it shall not be necessary to show the portion of the cost, actual or estimated, which is to be borne by the corporation or the area, but it shall be sufficient to show the annual special rate per foot frontage.
- (e) After a work undertaken has been completed it shall during its lifetime be maintained, managed and kept in repair by and at the expense of the area for the benefit of which it is constructed, or if constructed for the benefit of more than one area then at the expense of the areas in proportion to their respective shares of the cost of the construction thereof.

- (f) The debentures issued for the sums borrowed to defray any portion of the cost of any work which is assessed against all the rateable property in any area may be made payable within thirty years from the date of issue thereof if issued separately from the debentures issued to defray the portion of the cost which is specially assessed upon the lands fronting or abutting on or served by such work.

Temporary advances to meet cost of work and issue of debentures.

6. The council may agree with any bank or person for temporary advances to meet the cost of any of the works hereby authorized pending the completion thereof, and the council may when the work undertaken is completed borrow on the credit of the corporation at large such sums as may be necessary to repay such advances and to defray the cost of the work undertaken including the items of cost referred to in subsection 2 of section 20 of *The Local Improvement Act*, and may issue debentures for the sums so borrowed.

Levy of general rate to meet deficiencies.

7. If in any year the amount realized from the rates imposed to provide for the cost of any work and the interest thereon is insufficient to pay the amount falling due in such year in respect of the debentures issued to pay for the cost of such work, the council shall provide for the deficiency in the estimates for the current or the following year, and levy and collect the same by a general rate on all the rateable property in the municipality, but this shall not relieve the land in such area or areas so assessed from the rates imposed thereon.

Application of certain sections of Rev. Stat., c. 235.

8. The provisions of sections 46 and 47 of *The Local Improvement Act* shall apply *mutatis mutandis* to the works authorized hereunder and the issue of debentures authorized by this Act.

Enlarge-ment or reduction of defined areas.

9. The council of the township of Nepean may from time to time pass by-laws to enlarge or reduce any defined area by annexing thereto such portion or portions of the said township or of any area or by withdrawing therefrom such portion or portions of the area as may be designated in the by-law, or to amalgamate any two or more areas or parts thereof, or to subdivide, vary, or alter any one or more areas, upon such terms and conditions and with such adjustments of rates as may be provided in the by-law.

Agreements with other municipalities as to sewage disposal works.

- 10.—(1) The council of the township of Nepean may enter into agreements with any other municipality or municipalities and any other municipality or municipalities may enter into agreements with the township of Nepean for the construction, enlargement, extension, improvement, operation and maintenance of sewage disposal works, plant, appliances and

accessories in connection therewith for the joint use of any sewer area or areas and such other municipality or municipalities, and the portion of the cost of the construction, enlargement, improvement and extension of such works and of the operation and maintenance thereof payable by the corporation of the township of Nepean as fixed by such agreements shall be levied upon all the rateable property in such sewer area or areas as the case may be, as provided in section 3 hereof, and the revenue payable to the township under any such agreement shall be credited to the sewer area which has been charged with the cost of constructing, extending, operating and maintaining the said works, or if more than one area, then to such areas in proportion to their respective shares of the cost of such construction, enlargement, improvement, extension, operation and maintenance.

(2) The council of the corporation of the township of Nepean and the council or councils of any other municipality or municipalities may enter into agreements for the admission of sewage from the said township of Nepean into the sewers and sewerage works of such other municipality or municipalities, and all costs, charges and expenses in connection therewith may be levied on all the rateable property in the area benefitted thereby, or if more than one area, then on all the rateable property in such areas in such proportion as the council may by by-law determine.

(3) The council of the corporation of the township of Nepean may enter into agreement with the council or councils of any other municipality or municipalities for the admission of sewage from such other municipality or municipalities into the sewers and sewerage works of the said township of Nepean, and in such event the revenue arising therefrom shall be credited to the sewer area of the township into whose sewers or works the sewage is admitted, or if more than one area then to such sewer areas in such proportion as the council may by by-law determine.

11. The municipal corporation of the township of Nepean may enter into agreements and contracts with any other municipal corporation or corporations for a supply of water to serve the sewers and sewerage systems and waterworks systems constructed, maintained and operated under the authority of this Act and all costs, charges and expenses in connection therewith may be levied on all the rateable property in the area benefitted thereby or, if in more than one area, then on all the rateable property in such areas in such proportions as the council may by by-law determine.

12. It shall not be necessary to submit for the assent of the electors any by-law passed pursuant to the provisions of

this Act, but no by-law relating to the waterworks system, except by-laws passed pursuant to the provisions of section 5, shall be effective until approved by order of the Ontario Railway and Municipal Board and when so approved such by-law shall be valid and binding.

Installation
of sanitary
conveni-
ences

13. Where the local board of health recommends that sanitary conveniences should be installed in any building, and is of the opinion that the owner of the premises is unable to pay the expense of the same at once, the municipality may install suitable sanitary conveniences at the expense of the owner and the board may direct that the cost, including interest at a rate not exceeding six per cent. per annum on the deferred payments, be paid by the owner in equal successive annual payments extending over a period not exceeding five years, and thereupon such annual payments shall be added by the clerk of the municipality to the collector's roll and collected in like manner as municipal taxes.

Rates not to
be counted
for purposes
of Rev.
Stat., c. 233,
s. 306.

14. All rates levied pursuant to the provisions of this Act shall be deemed to be local improvement rates for the purposes of section 306 of *The Municipal Act* and amending Acts and no rate levied pursuant to this Act shall be deemed to be included in the rate of two and one-half cents on the dollar referred to in said section 306 for the purpose of determining whether the council may contract any further debts and any debt may be contracted pursuant to the provisions of this Act notwithstanding the limitations prescribed by said section 306.

Commence-
ment of
Act.

15. This Act shall come into force on the day upon which it receives the Royal Assent.

BILL.

An Act respecting the Township of Nepean.

1st Reading,

2nd Reading,

3rd Reading,

MR. ACRES.

(Private Bill.)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Township of Nepean.

WHEREAS the corporation of the township of Nepean ^{Preamble.} has by its petition prayed for special legislation: (a) For the establishment, enlargement, reduction, amalgamation and subdivision of sewer areas and water areas in designated portions of the township; the construction of sewerage systems and sewage disposal works and waterworks systems to serve the sewer areas and water areas so set apart; the assessment of the cost of said works, except works undertaken pursuant to the provisions of *The Local Improvement Act*, upon all the rateable property in the area or areas to serve which such works have been constructed, and the issue of debentures to meet the cost of said works; (b) For entering into agreements with other municipalities for the construction, enlargement, extension, improvement, operation and maintenance of sewage disposal works, plant, appliances and accessories in connection therewith for the joint use of any sewer area or areas and such other municipalities, and for entering into agreements with other municipalities for the admission of sewage from such other municipalities into the sewers and sewerage works of the township, or for admission of sewage from the township into the sewers or sewerage works of such other municipalities; (c) For entering into agreements with other municipalities and corporations for the construction, enlargement, extension, improvement, operation and maintenance of waterworkssystems, plant, appliances and accessories in connection therewith for the joint use of any water area or areas with such other municipalities and for a supply of water to serve any sewer areas and water areas hereafter set apart and established pursuant to the provisions of this Act; (d) For providing that all rates imposed under the legislation hereinbefore set out shall be deemed local improvement rates for the purpose of section 306 of *The Municipal Act*; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

- Short title. **1.** This Act may be cited as *The Township of Nepean Act, 1929*.
- Establishment of sewer and water areas. **2.** The council of the township of Nepean may from time to time pass by-laws to set apart and establish as a sewer area or as a water area any portion of the township described in such by-law, and to construct, enlarge, extend, improve and operate sewerage systems and sewage disposal works within or outside of any sewer area or areas to serve such sewer area or one or more sewer areas or lands situate therein, and to construct, enlarge, extend, improve and operate waterworks systems within or outside of any water area or areas to serve such water area or one or more water areas or lands situate therein.
- How cost to be assessed. **3.** The entire cost of the construction, enlargement, extension, improvement, operation, maintenance, management and repair of any such sewerage systems or sewage disposal works or of any such waterworks systems, save and except such works as are undertaken pursuant to the provisions of *The Local Improvement Act* as hereinafter provided, shall be assessed upon all the rateable property in the area or areas to serve which such works have been undertaken, provided that where such works are undertaken to serve more than one area the council shall by by-law determine the portion of the cost thereof to be borne by each of such areas, and the revenues arising from the operation of any such work shall form a special fund for the use of the area or areas to serve which such work has been undertaken in such manner that the revenue from any work shall be allocated to the area or areas in the same proportion as they contribute to the cost of its construction.
- Rev. Stat., c. 235. **4.** Where the whole or any portion of the cost of any work is assessed against all the rateable property in any area or areas, the debentures issued to provide for the payment of the cost so assessed may be made payable within thirty years from the date of issue of such debentures.
- Thirty years debentures for portion of cost. **5.** The council may undertake within any sewer area or areas the construction of sewers and necessary appliances and accessories and private drain connections and within any water area or areas the construction of waterworks, water-mains and necessary appliances and accessories and private drain connections as local improvements pursuant to the provisions of *The Local Improvement Act*, provided that:
- Works to be undertaken as local improvements with certain exceptions. (a) Except as in this section otherwise expressly provided where a work is constructed to serve lands situate entirely within one area, that part of the cost which would otherwise be the corporation's
- Rev. Stat., c. 235.

portion of the cost shall be assessed upon all the rateable property in the area and the remainder of the cost of such work shall be specially assessed upon the lots within such area fronting or abutting on or served by the work.

- (b) Where a work is constructed to serve lands situate within more than one area, the council shall by by-law determine the portion of cost to be borne by each area, and such respective portions shall be assessed in such areas in the manner in this section provided.
- (c) The council may by by-law passed at any general or special meeting by a vote of three-fourths of all the members of the council provide that a certain annual rate per foot frontage in satisfaction of the owners' portion of the cost shall be assessed upon, levied and collected from the land abutting directly on or served by the sewers or watermain constructed in the area designated in such by-law during the currency of the debentures issued to pay for the cost of such sewers or watermain and that the remainder of the cost, if any, not provided for by such annual rate, shall be borne by the area, provided that if in any case such annual rate per foot frontage shall be more than sufficient to provide for the actual cost of the sewer or watermain the surplus resulting therefrom shall be deposited to a special account to be used by the council for the benefit of such area. Any such by-law shall not be repealed or amended except by a vote of three-fourths of all the members of the council.
- (d) In any notice of council published, served or mailed pursuant to sections 10, 12, 37 or 42 of *The Local Improvement Act* in respect to the construction of sewers or watermain, it shall not be necessary to show the portion of the cost, actual or estimated, which is to be borne by the corporation or the area, but it shall be sufficient to show the annual special rate per foot frontage.
- (e) After a work undertaken has been completed it shall during its lifetime be maintained, managed and kept in repair by and at the expense of the area for the benefit of which it is constructed, or if constructed for the benefit of more than one area then at the expense of the areas in proportion to their respective shares of the cost of the construction thereof.

- (f) The debentures issued for the sums borrowed to defray any portion of the cost of any work which is assessed against all the rateable property in any area may be made payable within thirty years from the date of issue thereof if issued separately from the debentures issued to defray the portion of the cost which is specially assessed upon the lands fronting or abutting on or served by such work.

Temporary advances to meet cost of work and issue of debentures.

6. The council may agree with any bank or person for temporary advances to meet the cost of any of the works hereby authorized pending the completion thereof, and the council may when the work undertaken is completed borrow on the credit of the corporation at large such sums as may be necessary to repay such advances and to defray the cost of the work undertaken including the items of cost referred to in subsection 2 of section 20 of *The Local Improvement Act*, and may issue debentures for the sums so borrowed.

Levy of general rate to meet deficiencies.

7. If in any year the amount realized from the rates imposed to provide for the cost of any work and the interest thereon is insufficient to pay the amount falling due in such year in respect of the debentures issued to pay for the cost of such work, the council shall provide for the deficiency in the estimates for the current or the following year, and levy and collect the same by a general rate on all the rateable property in the municipality, but this shall not relieve the land in such area or areas so assessed from the rates imposed thereon.

Application of certain sections of Rev. Stat., c. 235.

8. The provisions of sections 46 and 47 of *The Local Improvement Act* shall apply *mutatis mutandis* to the works authorized hereunder and the issue of debentures authorized by this Act.

Enlargement or reduction of defined areas.

9. The council of the township of Nepean may from time to time pass by-laws to enlarge or reduce any defined area by annexing thereto such portion or portions of the said township or of any area or by withdrawing therefrom such portion or portions of the area as may be designated in the by-law, or to amalgamate any two or more areas or parts thereof, or to subdivide, vary, or alter any one or more areas, upon such terms and conditions and with such adjustments of rates as may be provided in the by-law.

Agreements with other municipalities as to sewage disposal works.

- 10.—(1) The council of the township of Nepean may enter into agreements with any other municipality or municipalities and any other municipality or municipalities may enter into agreements with the township of Nepean for the construction, enlargement, extension, improvement, operation and maintenance of sewage disposal works, plant, appliances and

accessories in connection therewith for the joint use of any sewer area or areas and such other municipality or municipalities, and the portion of the cost of the construction, enlargement, improvement and extension of such works and of the operation and maintenance thereof payable by the corporation of the township of Nepean as fixed by such agreements shall be levied upon all the rateable property in such sewer area or areas as the case may be, as provided in section 3 hereof, and the revenue payable to the township under any such agreement shall be credited to the sewer area which has been charged with the cost of constructing, extending, operating and maintaining the said works, or if more than one area, then to such areas in proportion to their respective shares of the cost of such construction, enlargement, improvement, extension, operation and maintenance.

(2) The council of the corporation of the township of Nepean and the council or councils of any other municipality or municipalities may enter into agreements for the admission of sewage from the said township of Nepean into the sewers and sewerage works of such other municipality or municipalities, and all costs, charges and expenses in connection therewith may be levied on all the rateable property in the area benefitted thereby, or if more than one area, then on all the rateable property in such areas in such proportion as the council may by by-law determine.

Agreements for admission of sewage into sewers of other municipalities.

(3) The council of the corporation of the township of Nepean may enter into agreement with the council or councils of any other municipality or municipalities for the admission of sewage from such other municipality or municipalities into the sewers and sewerage works of the said township of Nepean, and in such event the revenue arising therefrom shall be credited to the sewer area of the township into whose sewers or works the sewage is admitted, or if more than one area then to such sewer areas in such proportion as the council may by by-law determine.



Agreements for admission of sewage from other municipalities into sewers of township.

11. The municipal corporation of the township of Nepean may enter into agreements and contracts with any other municipal corporation or corporations for a supply of water to serve the sewers and sewerage systems and waterworks systems constructed, maintained and operated under the authority of this Act and all costs, charges and expenses in connection therewith may be levied on all the rateable property in the area benefitted thereby or, if in more than one area, then on all the rateable property in such areas in such proportions as the council may by by-law determine.

Agreements for supply of water in sewer and water areas

12. It shall not be necessary to submit for the assent of the electors any by-law passed pursuant to the provisions of

Assent of electors not required.

this Act, but no by-law  to set apart and establish as a sewer area or as a water area any portion of the township or to apportion the cost of any work between two or more areas or parts thereof, and no by-law passed under the provisions of section 9  shall be effective until approved by order of the Railway and Municipal Board and when so approved such by-law shall be valid and binding.

Installation
of sanitary
conveni-
ences.

13. Where the local board of health recommends that sanitary conveniences should be installed in any building, and is of the opinion that the owner of the premises is unable to pay the expense of the same at once, the municipality may install suitable sanitary conveniences at the expense of the owner and the board may direct that the cost, including interest at a rate not exceeding six per cent. per annum on the deferred payments, be paid by the owner in equal successive annual payments extending over a period not exceeding five years, and thereupon such annual payments shall be added by the clerk of the municipality to the collector's roll and collected in like manner as municipal taxes.

Rates not to
be counted
for purposes
of Rev.
Stat., c. 233,
s. 306.

14. All rates levied pursuant to the provisions of this Act shall be deemed to be local improvement rates for the purposes of section 306 of *The Municipal Act* and amending Acts and no rate levied pursuant to this Act shall be deemed to be included in the rate of two and one-half cents on the dollar referred to in said section 306 for the purpose of determining whether the council may contract any further debts and any debt may be contracted pursuant to the provisions of this Act notwithstanding the limitations prescribed by said section 306.

Commence-
ment of
Act.

15. This Act shall come into force on the day upon which it receives the Royal Assent.

19 George V, 1929.

BILL.

An Act respecting the Township of Nepean.

1st Reading,

February 26th, 1929.

2nd Reading,

March 13th, 1929.

3rd Reading,

MR. ACRES.

*(Reprinted as amended by the Private Bills
Committee.)*

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Township of Nepean.

WHEREAS the corporation of the township of Nepean ^{Preamble} has by its petition prayed for special legislation: (a) For the establishment, enlargement, reduction, amalgamation and subdivision of sewer areas and water areas in designated portions of the township; the construction of sewerage systems and sewage disposal works and waterworks systems to serve the sewer areas and water areas so set apart; the assessment of the cost of said works, except works undertaken pursuant to the provisions of *The Local Improvement Act*, upon all the rateable property in the area or areas to serve which such works have been constructed, and the issue of debentures to meet the cost of said works; (b) For entering into agreements with other municipalities for the construction, enlargement, extension, improvement, operation and maintenance of sewage disposal works, plant, appliances and accessories in connection therewith for the joint use of any sewer area or areas and such other municipalities, and for entering into agreements with other municipalities for the admission of sewage from such other municipalities into the sewers and sewerage works of the township, or for admission of sewage from the township into the sewers or sewerage works of such other municipalities; (c) For entering into agreements with other municipalities and corporations for the construction, enlargement, extension, improvement, operation and maintenance of waterworks systems, plant, appliances and accessories in connection therewith for the joint use of any water area or areas with such other municipalities and for a supply of water to serve any sewer areas and water areas hereafter set apart and established pursuant to the provisions of this Act; (d) For providing that all rates imposed under the legislation hereinbefore set out shall be deemed local improvement rates for the purpose of section 306 of *The Municipal Act*; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

Short title. **1.** This Act may be cited as *The Township of Nepean Act, 1920.*

Establishment of sewer and water areas. **2.** The council of the township of Nepean may from time to time pass by-laws to set apart and establish as a sewer area or as a water area any portion of the township described in such by-law, and to construct, enlarge, extend, improve and operate sewerage systems and sewage disposal works within or outside of any sewer area or areas to serve such sewer area or one or more sewer areas or lands situate therein, and to construct, enlarge, extend, improve and operate waterworks systems within or outside of any water area or areas to serve such water area or one or more water areas or lands situate therein.

How cost to be assessed. **3.** The entire cost of the construction, enlargement, extension, improvement, operation, maintenance, management and repair of any such sewerage systems or sewage disposal works or of any such waterworks systems, save and except such works as are undertaken pursuant to the provisions of *The Local Improvement Act* as hereinafter provided, shall be assessed upon all the rateable property in the area or areas to serve which such works have been undertaken, provided that where such works are undertaken to serve more than one area the council shall by by-law determine the portion of the cost thereof to be borne by each of such areas, and the revenues arising from the operation of any such work shall form a special fund for the use of the area or areas to serve which such work has been undertaken in such manner that the revenue from any work shall be allocated to the area or areas in the same proportion as they contribute to the cost of its construction.

Thirty year debentures for portion of cost. **4.** Where the whole or any portion of the cost of any work is assessed against all the rateable property in any area or areas, the debentures issued to provide for the payment of the cost so assessed may be made payable within thirty years from the date of issue of such debentures.

Works to be undertaken as local improvements with certain exceptions. **5.** The council may undertake within any sewer area or areas the construction of sewers and necessary appliances and accessories and private drain connections and within any water area or areas the construction of waterworks, water-mains and necessary appliances and accessories and private drain connections as local improvements pursuant to the provisions of *The Local Improvement Act*, provided that:

- (a) Except as in this section otherwise expressly provided where a work is constructed to serve lands situate entirely within one area, that part of the cost which would otherwise be the corporation's

portion of the cost shall be assessed upon all the rateable property in the area and the remainder of the cost of such work shall be specially assessed upon the lots within such area fronting or abutting on or served by the work.

- (b) Where a work is constructed to serve lands situate within more than one area, the council shall by by-law determine the portion of cost to be borne by each area, and such respective portions shall be assessed in such areas in the manner in this section provided.
- (c) The council may by by-law passed at any general or special meeting by a vote of three-fourths of all the members of the council provide that a certain annual rate per foot frontage in satisfaction of the owners' portion of the cost shall be assessed upon, levied and collected from the land abutting directly on or served by the sewers or watermain constructed in the area designated in such by-law during the currency of the debentures issued to pay for the cost of such sewers or watermain and that the remainder of the cost, if any, not provided for by such annual rate, shall be borne by the area, provided that if in any case such annual rate per foot frontage shall be more than sufficient to provide for the actual cost of the sewer or watermain the surplus resulting therefrom shall be deposited to a special account to be used by the council for the benefit of such area. Any such by-law shall not be repealed or amended except by a vote of three-fourths of all the members of the council.
- (d) In any notice of council published, served or mailed pursuant to sections 10, 12, 37 or 42 of *The Local Improvement Act* in respect to the construction of sewers or watermain, it shall not be necessary to show the portion of the cost, actual or estimated, which is to be borne by the corporation or the area, but it shall be sufficient to show the annual special rate per foot frontage.
- (e) After a work undertaken has been completed it shall during its lifetime be maintained, managed and kept in repair by and at the expense of the area for the benefit of which it is constructed, or if constructed for the benefit of more than one area then at the expense of the areas in proportion to their respective shares of the cost of the construction thereof.

- (f) The debentures issued for the sums borrowed to defray any portion of the cost of any work which is assessed against all the rateable property in any area may be made payable within thirty years from the date of issue thereof if issued separately from the debentures issued to defray the portion of the cost which is specially assessed upon the lands fronting or abutting on or served by such work.

Temporary advances to meet cost of work and issue of debentures.

6. The council may agree with any bank or person for temporary advances to meet the cost of any of the works hereby authorized pending the completion thereof, and the council may when the work undertaken is completed borrow on the credit of the corporation at large such sums as may be necessary to repay such advances and to defray the cost of the work undertaken including the items of cost referred to in subsection 2 of section 20 of *The Local Improvement Act*, and may issue debentures for the sums so borrowed.

Levy of general rate to meet deficiencies.

7. If in any year the amount realized from the rates imposed to provide for the cost of any work and the interest thereon is insufficient to pay the amount falling due in such year in respect of the debentures issued to pay for the cost of such work, the council shall provide for the deficiency in the estimates for the current or the following year, and levy and collect the same by a general rate on all the rateable property in the municipality, but this shall not relieve the land in such area or areas so assessed from the rates imposed thereon.

Application of certain sections of Rev. Stat., c. 235.

8. The provisions of sections 46 and 47 of *The Local Improvement Act* shall apply *mutatis mutandis* to the works authorized hereunder and the issue of debentures authorized by this Act.

Enlargement or reduction of defined areas.

9. The council of the township of Nepean may from time to time pass by-laws to enlarge or reduce any defined area by annexing thereto such portion or portions of the said township or of any area or by withdrawing therefrom such portion or portions of the area as may be designated in the by-law, or to amalgamate any two or more areas or parts thereof, or to subdivide, vary, or alter any one or more areas, upon such terms and conditions and with such adjustments of rates as may be provided in the by-law.

Agreements with other municipalities as to sewage disposal works.

10.—(1) The council of the township of Nepean may enter into agreements with any other municipality or municipalities and any other municipality or municipalities may enter into agreements with the township of Nepean for the construction, enlargement, extension, improvement, operation and maintenance of sewage disposal works, plant, appliances and

accessories in connection therewith for the joint use of any sewer area or areas and such other municipality or municipalities, and the portion of the cost of the construction, enlargement, improvement and extension of such works and of the operation and maintenance thereof payable by the corporation of the township of Nepean as fixed by such agreements shall be levied upon all the rateable property in such sewer area or areas as the case may be, as provided in section 3 hereof, and the revenue payable to the township under any such agreement shall be credited to the sewer area which has been charged with the cost of constructing, extending, operating and maintaining the said works, or if more than one area, then to such areas in proportion to their respective shares of the cost of such construction, enlargement, improvement, extension, operation and maintenance.

(2) The council of the corporation of the township of Nepean and the council or councils of any other municipality or municipalities may enter into agreements for the admission of sewage from the said township of Nepean into the sewers and sewerage works of such other municipality or municipalities, and all costs, charges and expenses in connection therewith may be levied on all the rateable property in the area benefitted thereby, or if more than one area, then on all the rateable property in such areas in such proportion as the council may by by-law determine.

(3) The council of the corporation of the township of Nepean may enter into agreement with the council or councils of any other municipality or municipalities for the admission of sewage from such other municipality or municipalities into the sewers and sewerage works of the said township of Nepean, and in such event the revenue arising therefrom shall be credited to the sewer area of the township into whose sewers or works the sewage is admitted, or if more than one area then to such sewer areas in such proportion as the council may by by-law determine.

11. The municipal corporation of the township of Nepean may enter into agreements and contracts with any other municipal corporation or corporations for a supply of water to serve the sewers and sewerage systems and waterworks systems constructed, maintained and operated under the authority of this Act and all costs, charges and expenses in connection therewith may be levied on all the rateable property in the area benefitted thereby or, if in more than one area, then on all the rateable property in such areas in such proportions as the council may by by-law determine.

12. It shall not be necessary to submit for the assent of the electors any by-law passed pursuant to the provisions of

this Act, but no by-law to set apart and establish as a sewer area or as a water area any portion of the township or to apportion the cost of any work between two or more areas or parts thereof, and no by-law passed under the provisions of section 9 shall be effective until approved by order of the Railway and Municipal Board and when so approved such by-law shall be valid and binding.

Installation
of sanitary
conveni-
ences.

13. Where the local board of health recommends that sanitary conveniences should be installed in any building, and is of the opinion that the owner of the premises is unable to pay the expense of the same at once, the municipality may install suitable sanitary conveniences at the expense of the owner and the board may direct that the cost, including interest at a rate not exceeding six per cent. per annum on the deferred payments, be paid by the owner in equal successive annual payments extending over a period not exceeding five years, and thereupon such annual payments shall be added by the clerk of the municipality to the collector's roll and collected in like manner as municipal taxes.

Rates not to
be counted
for purposes
of Rev.
Stat., c. 233,
s. 306.

14. All rates levied pursuant to the provisions of this Act shall be deemed to be local improvement rates for the purposes of section 306 of *The Municipal Act* and amending Acts and no rate levied pursuant to this Act shall be deemed to be included in the rate of two and one-half cents on the dollar referred to in said section 306 for the purpose of determining whether the council may contract any further debts and any debt may be contracted pursuant to the provisions of this Act notwithstanding the limitations prescribed by said section 306.

Commence-
ment of
Act.

15. This Act shall come into force on the day upon which it receives the Royal Assent.

19 George V, 1929.

BILL.

An Act respecting the Township of Nepean.

1st Reading,

February 26th, 1929.

2nd Reading,

March 13th, 1929.

3rd Reading,

March 18th, 1929.

MR. ACRES.

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Windsor.

WHEREAS the municipal corporation of the city of Windsor has by petition represented that differences have arisen between the said corporation and the Detroit River Tunnel Company and the Michigan Central Railroad Company with reference to the right of the said municipal corporation to assess portions of lands of the said companies and also as to the amount of such assessment; and whereas in order to settle such differences an agreement was duly entered into on behalf of the said municipal corporation with the said companies on the 14th day of January, 1929, for a period of fifteen years from the 1st day of January, 1929, fixing the annual assessment upon the property of the said Detroit River Tunnel Company at the sum of \$1,350,000 and that the assessment roll of the said municipal corporation for the year 1928 should be amended accordingly; and whereas the said municipal corporation did on the 14th day of January, 1929, unanimously pass a by-law approving, adopting and confirming the said agreement; and whereas it was the intention of such assessment that such fixed assessment upon the property of the Detroit River Tunnel Company should be the whole assessment upon the tunnel within the Canadian boundary; and whereas the said municipal corporation by its petition has further represented that in this and other respects that it would be in the interest of the said corporation that the northerly limit of the city of Windsor be extended to the Canadian boundary; and whereas the said municipal corporation by the said petition prayed that an Act may be passed ratifying and confirming the said by-law and ratifying and legalizing the said agreement and declaring both to be valid and binding upon the said corporation and the said companies; and whereas it is expedient to grant the prayer of the said petition:

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. By-law 3910 of the municipal corporation of the city of Windsor set forth as schedule "A" to this Act is hereby confirmed and declared to be legal, valid and binding, and

By-law
No. 3910
and agree-
ment re
assessment
of tunnel,
confirmed.

the agreement set forth in schedule "B" to this Act is also confirmed and declared to be legal, valid and binding and shall in all respects have the same force and effect as though the same was expressly embodied in this Act.

Amendment
of assess-
ment roll
for 1928

2. The assessment roll of the municipal corporation of the city of Windsor for the year 1928 shall be amended by the clerk of the corporation with respect to the property of the said companies so as to carry into effect the provisions of said agreement and this Act in that behalf.

Extension
of limits of
city.

3. Notwithstanding anything contained in any statute or order in council, the limits of the city of Windsor shall extend to the boundary of the Province of Ontario in the Detroit River in prolongation of the outlines of such corporation and the lands covered by water lying in the Detroit River as hereinafter described are hereby declared to be part of the said city of Windsor.

Description
of water lots
included
in limits.

4. The said lands covered by water in the Detroit River and extending from the southerly bank of the said Detroit River northerly to the boundary of the Province of Ontario and hereby made part of the city of Windsor, are to be bounded on the east by the present easterly limit of the city of Windsor produced in a straight line to the said boundary line of the Province of Ontario, and on the west by the present westerly limit of the city of Windsor produced in a straight line to the said boundary line of the said province.

Power to
assess and
tax water
lots.

5. The municipal corporation of the city of Windsor, subject to the provisions of this Act, shall hereafter have power to assess and levy taxes upon lands covered by water within its limits as hereby extended in all respects as provided in *The Assessment Act*.

Rev. Stat.,
c. 238.

SCHEDULE "A."

BY-LAW No. 3910

A by-law respecting the assessment and taxation of The Detroit River Tunnel Company.

Whereas certain differences have arisen between the Corporation of the City of Windsor, on the one side, and The Detroit River Tunnel Company and the Michigan Central Railroad Company, on the other side, with reference to the assessment and taxation by the Corporation of the City of Windsor of the property belonging to The Detroit River Tunnel Company, within the Municipality of the City of Windsor;

And whereas such differences exist both in respect of the legal rights of the City Corporation to assess and tax the tunnel, as well as the amount for which same should be assessed and taxed;

And whereas it has been agreed between the Corporation and the said Companies that for the purpose of settling such differences for the next fifteen (15) years, the annual assessment of the tunnel shall be fixed at the sum of One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000.00) during the said period, but that the legal rights of the Corporation and the Companies shall not be affected by anything herein contained when this By-law ceases to be operative;

And whereas the Corporation has agreed to petition the Legislature for an Act to validate this by-law, and the Agreement made in pursuance hereof;

Therefore the Council of the Corporation of the City of Windsor hereby enacts as follows:

1. That the annual assessment of the tunnel shall be, and the same is hereby fixed at the sum of One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000.00) for each and every of the years 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942 and 1943;

And be it further enacted that an Agreement, a copy of which is hereto attached, is hereby approved of, and that the Mayor and Clerk of the Corporation be and they are hereby authorized to execute same under the seal of this Corporation.

Read a third time and passed in Council this 14th day of January, 1929.

(SEAL)

(Sgd.) C. E. JACKSON, *Mayor*.

(Sgd.) M. A. DICKINSON, *Clerk*.

SCHEDULE "B."

This agreement made in triplicate the 14th day of January, A.D. 1929.

BETWEEN:

THE MUNICIPAL CORPORATION OF THE CITY OF WINDSOR
(hereinafter called "The Municipal Corporation"),

of the first part;

—and—

THE DETROIT RIVER TUNNEL COMPANY AND THE
MICHIGAN CENTRAL RAILROAD COMPANY
(hereinafter called "The Railway Companies"),

of the second part.

Whereas certain differences have arisen between the Corporation of the City of Windsor and The Railway Companies in reference to the assessment and taxation by the Corporation of the City of Windsor of the Detroit River Tunnel within the Municipality of Windsor;

And whereas such differences have arisen both with regard to the legal right of the said Municipal Corporation to tax the said tunnel, and also as to the amount of the assessment on which the taxes are to be levied;

And whereas for the purpose of settling such differences it has been agreed between the said Municipal Corporation and the Railway Companies that the assessment upon which the annual taxes shall be levied for the year 1929 and the following fourteen (14) years shall be fixed at One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000.00) for all the property belonging to The Detroit River Tunnel Company, and at the expiration of that time, in default of a fresh Agreement in reference thereto, the said Railway Companies and the said Municipal Corporation shall have the same legal status as they now have without their legal rights being in any way affected by this Agreement;

Now, therefore, in consideration of the premises and the matters hereinafter contained, the parties hereto mutually agree as follows:

1. That the annual assessment of the Detroit River Tunnel shall be fixed at the sum of One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000.00) and that taxes for each and every of the years 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942 and 1943 shall be levied on said assessment of \$1,350,000.00.

2. And the Detroit River Tunnel Company, its lessees, successors or assigns, shall annually pay to the Municipal Corporation, taxes upon such fixed assessment at the annual rate as duly levied, fixed or struck from year to year.

3. That all parties hereto agree to join in an application to the Legislature of the Province of Ontario at its next session, for the passing of an Act, confirming and validating this Agreement, so as to make it effective for the purposes for which it is intended.

4. That if any changes be made in the laws of the Province of Ontario during the said period of fifteen (15) years whereby The Detroit River Tunnel Company, its lessees and assigns, shall be obligated to pay in any year an amount for taxes in excess of the yearly amounts as ascertained by the fixed assessment upon the tunnel, which is in lieu of all taxes, rates and assessments which can or may be charged upon the tunnel or upon The Detroit River Tunnel Company, its lessees and assigns, by any lawful authority, whether Provincial, Municipal or otherwise, during the said fifteen (15) years, then the Tunnel Company shall have the right to terminate this Agreement at any time, and after Notice of Termination shall

have been given to the Municipal Corporation, this Agreement shall be of no effect and shall henceforth cease to be binding upon the several parties hereto.

5. That the word "tunnel" as herein used, and for the purpose of this Agreement, shall include all approaches of lands, undertakings and works of whatsoever description, in respect of which The Detroit River Tunnel Company is or may be liable for assessment by the said Municipal Corporation.

In witness whereof the parties hereto have hereunto affixed their Corporate Seals, duly attested under the hands of their respective proper officers.

SIGNED, SEALED AND DELIVERED,
in the presence of:

THE MUNICIPAL CORPORATION OF
THE CITY OF WINDSOR.

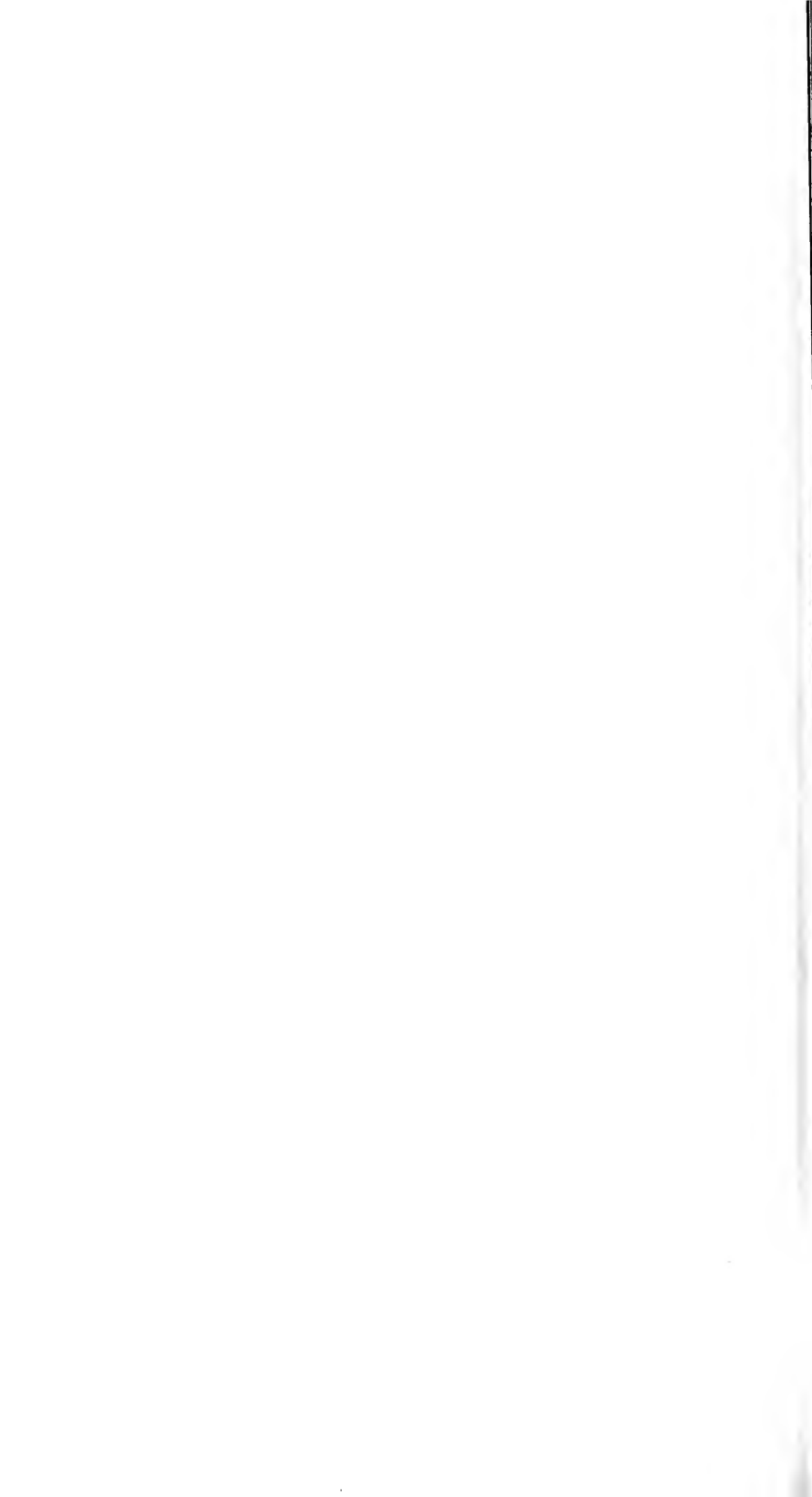
Sgd., C. E. JACKSON, *Mayor*.

(SEAL)

Sgd., M. A. DICKINSON, *Clerk*.

THE DETROIT RIVER TUNNEL COM-
PANY AND THE MICHIGAN CEN-
TRAL RAILROAD COMPANY.

Sgd., HENRY SCHERER,
*Assistant Vice-President
and General Manager.*





19 George V, 1929.

BILL.

An Act respecting the City of Windsor.

1st Reading

2nd Reading

3rd Reading

Mr. WINSON

(Private Bill.)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Windsor.

WHEREAS the municipal corporation of the city of Windsor has by petition represented that differences have arisen between the said corporation and the Detroit River Tunnel Company and the Michigan Central Railroad Company with reference to the right of the said municipal corporation to assess portions of lands of the said companies and also as to the amount of such assessment; and whereas in order to settle such differences an agreement was duly entered into on behalf of the said municipal corporation with the said companies on the 14th day of January, 1929, for a period of fifteen years from the 1st day of January, 1929, fixing the annual assessment upon the property of the said Detroit River Tunnel Company at the sum of \$1,350,000 and that the assessment roll of the said municipal corporation for the year 1928 should be amended accordingly; and whereas the said municipal corporation did on the 14th day of January, 1929, unanimously pass a by-law approving, adopting and confirming the said agreement; and whereas it was the intention of such assessment that such fixed assessment upon the property of the Detroit River Tunnel Company should be the whole assessment upon the tunnel within the Canadian boundary; and whereas the said municipal corporation by its petition has further represented that in this and other respects that it would be in the interest of the said corporation that the northerly limit of the city of Windsor be extended to the Canadian boundary; and whereas the said municipal corporation by the said petition prayed that an Act may be passed ratifying and confirming the said by-law and ratifying and legalizing the said agreement and declaring both to be valid and binding upon the said corporation and the said companies; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. By-law 3910 of the municipal corporation of the city of Windsor set forth as schedule "A" to this Act is hereby confirmed and declared to be legal, valid and binding, and

By-law
No. 3910
and agree-
ment re-
assessment
of tunnel,
confirmed.

the agreement set forth in schedule "B" to this Act is also confirmed and declared to be legal, valid and binding and shall in all respects have the same force and effect as though the same *were* expressly embodied in this Act.



Amendment
of assess-
ment roll
for 1928.

2. The assessment roll of the municipal corporation of the city of Windsor for the year 1928 shall be amended by the clerk of the corporation with respect to the property of the said companies so as to carry into effect the provisions of said agreement and this Act in that behalf.

Extension
of limits of
city.

3. Notwithstanding anything contained in any statute or order in council, the limits of the city of Windsor shall extend to the boundary of the Province of Ontario in the Detroit River in prolongation of the outlines of such corporation.

Commence-
ment of
Act.

 **4.** This Act shall come into force on the day upon which it receives the Royal Assent. 

SCHEDULE "A."

BY-LAW NO. 3910

A by-law respecting the assessment and taxation of The Detroit River Tunnel Company.

Whereas certain differences have arisen between the Corporation of the City of Windsor, on the one side, and The Detroit River Tunnel Company and the Michigan Central Railroad Company, on the other side, with reference to the assessment and taxation by the Corporation of the City of Windsor of the property belonging to The Detroit River Tunnel Company, within the Municipality of the City of Windsor;

And whereas such differences exist both in respect of the legal rights of the City Corporation to assess and tax the tunnel, as well as the amount for which same should be assessed and taxed;

And whereas it has been agreed between the Corporation and the said Companies that for the purpose of settling such differences for the next fifteen (15) years, the annual assessment of the tunnel shall be fixed at the sum of One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000.00) during the said period, but that the legal rights of the Corporation and the Companies shall not be affected by anything herein contained when this By-law ceases to be operative;

And whereas the Corporation has agreed to petition the Legislature for an Act to validate this by-law, and the Agreement made in pursuance hereof;

Therefore the Council of the Corporation of the City of Windsor hereby enacts as follows:

1. That the annual assessment of the tunnel shall be, and the same is hereby fixed at the sum of One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000.00) for each and every of the years 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942 and 1943;

And be it further enacted that an Agreement, a copy of which is hereto attached, is hereby approved of, and that the Mayor and Clerk of the Corporation be and they are hereby authorized to execute same under the seal of this Corporation.

Read a third time and passed in Council this 14th day of January, 1929.

(SEAL)

(Sgd.) C. E. JACKSON, *Mayor*.

(Sgd.) M. A. DICKINSON, *Clerk*.

SCHEDULE "B."

This agreement made in triplicate the 14th day of January, A.D. 1929.

BETWEEN:

THE MUNICIPAL CORPORATION OF THE CITY OF WINDSOR
(hereinafter called "The Municipal Corporation"),

of the first part;

—and—

THE DETROIT RIVER TUNNEL COMPANY AND THE
MICHIGAN CENTRAL RAILROAD COMPANY
(hereinafter called "The Railway Companies"),

of the second part.

Whereas certain differences have arisen between the Corporation of the City of Windsor and The Railway Companies in reference to the assessment and taxation by the Corporation of the City of Windsor of the Detroit River Tunnel within the Municipality of Windsor;

And whereas such differences have arisen both with regard to the legal right of the said Municipal Corporation to tax the said tunnel, and also as to the amount of the assessment on which the taxes are to be levied;

And whereas for the purpose of settling such differences it has been agreed between the said Municipal Corporation and the Railway Companies that the assessment upon which the annual taxes shall be levied for the year 1929 and the following fourteen (14) years shall be fixed at One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000.00) for all the property belonging to The Detroit River Tunnel Company, and at the expiration of that time, in default of a fresh Agreement in reference thereto, the said Railway Companies and the said Municipal Corporation shall have the same legal status as they now have without their legal rights being in any way affected by this Agreement;

Now, therefore, in consideration of the premises and the matters hereinafter contained, the parties hereto mutually agree as follows:

1. That the annual assessment of the Detroit River Tunnel shall be fixed at the sum of One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000.00) and that taxes for each and every of the years 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942 and 1943 shall be levied on said assessment of \$1,350,000.00.
2. And the Detroit River Tunnel Company, its lessees, successors or assigns, shall annually pay to the Municipal Corporation, taxes upon such fixed assessment at the annual rate as duly levied, fixed or struck from year to year.
3. That all parties hereto agree to join in an application to the Legislature of the Province of Ontario at its next session, for the passing of an Act, confirming and validating this Agreement, so as to make it effective for the purposes for which it is intended.
4. That if any changes be made in the laws of the Province of Ontario during the said period of fifteen (15) years whereby The Detroit River Tunnel Company, its lessees and assigns, shall be obligated to pay in any year an amount for taxes in excess of the yearly amounts as ascertained by the fixed assessment upon the tunnel, which is in lieu of all taxes, rates and assessments which can or may be charged upon the tunnel or upon The Detroit River Tunnel Company, its lessees and assigns, by any lawful authority, whether Provincial, Municipal or otherwise, during the said fifteen (15) years, then the Tunnel Company shall have the right to terminate this Agreement at any time, and after Notice of Termination shall

have been given to the Municipal Corporation, this Agreement shall be of no effect and shall henceforth cease to be binding upon the several parties hereto.

5. That the word "tunnel" as herein used, and for the purpose of this Agreement, shall include all approaches of lands, undertakings and works of whatsoever description, in respect of which The Detroit River Tunnel Company is or may be liable for assessment by the said Municipal Corporation.

In witness whereof the parties hereto have hereunto affixed their Corporate Seals, duly attested under the hands of their respective proper officers.

SIGNED, SEALED AND DELIVERED,
in the presence of:

THE MUNICIPAL CORPORATION OF
THE CITY OF WINDSOR,

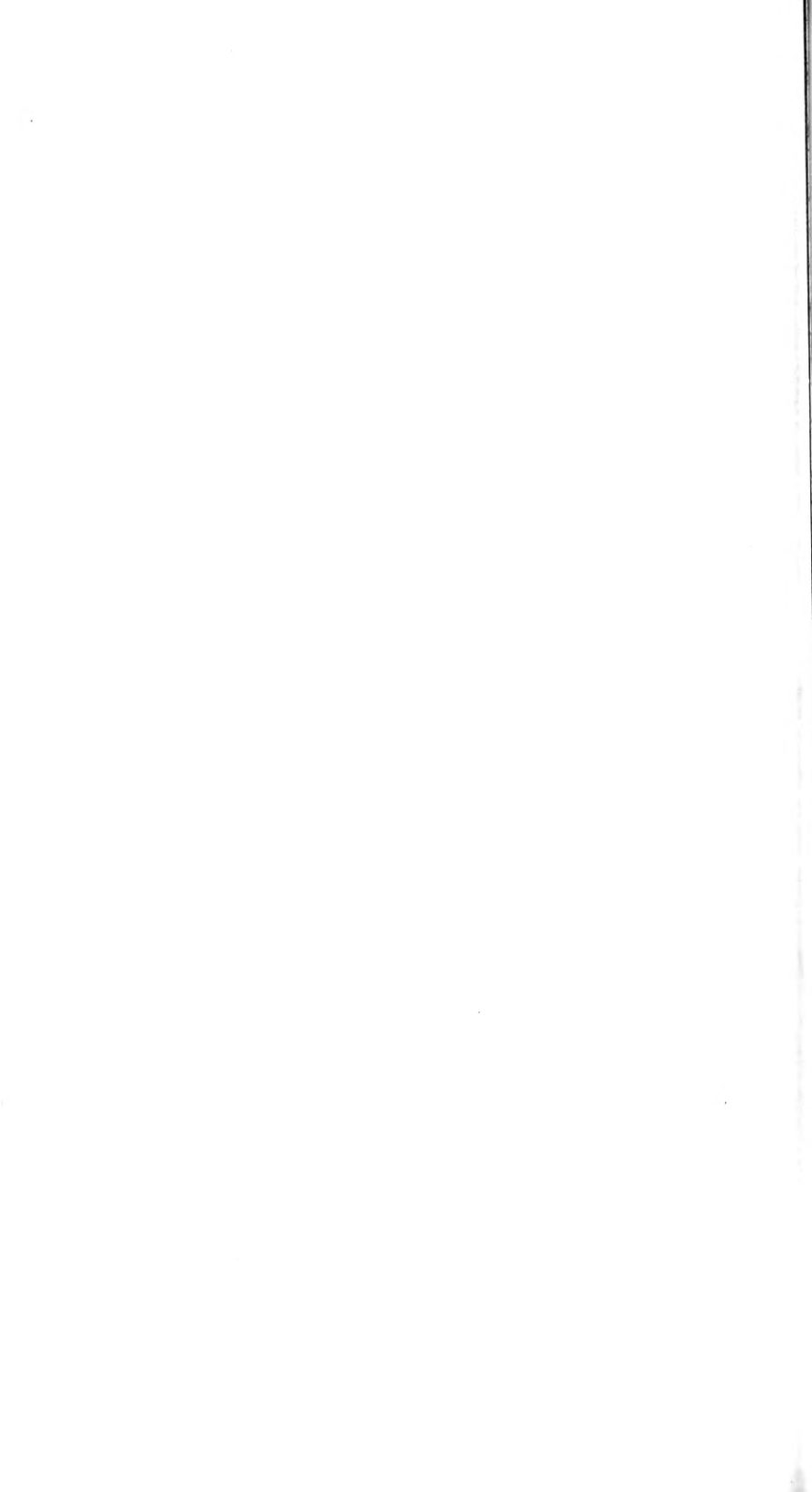
(Sgd.) C. E. JACKSON, *Mayor*,

(SEAL)

(Sgd.) M. A. DICKINSON, *Clerk*.

THE DETROIT RIVER TUNNEL COM-
PANY AND THE MICHIGAN CEN-
TRAL RAILROAD COMPANY,

(Sgd.) HENRY SCHERER,
*Assistant Vice-President
and General Manager.*



BILL.

An Act respecting the City of Windsor.

1st Reading

February 12th, 1929.

2nd Reading

3rd Reading

MR. WILSON (Windsor).

*(Reprinted as amended by the Private Bills
Committee.)*

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Windsor.

WHEREAS the municipal corporation of the city of Windsor has by petition represented that differences have arisen between the said corporation and the Detroit River Tunnel Company and the Michigan Central Railroad Company with reference to the right of the said municipal corporation to assess portions of lands of the said companies and also as to the amount of such assessment; and whereas in order to settle such differences an agreement was duly entered into on behalf of the said municipal corporation with the said companies on the 14th day of January, 1929, for a period of fifteen years from the 1st day of January, 1929, fixing the annual assessment upon the property of the said Detroit River Tunnel Company at the sum of \$1,350,000 and that the assessment roll of the said municipal corporation for the year 1928 should be amended accordingly; and whereas the said municipal corporation did on the 14th day of January, 1929, unanimously pass a by-law approving, adopting and confirming the said agreement; and whereas it was the intention of such assessment that such fixed assessment upon the property of the Detroit River Tunnel Company should be the whole assessment upon the tunnel within the Canadian boundary; and whereas the said municipal corporation by its petition has further represented that in this and other respects it would be in the interest of the said corporation that the northerly limit of the city of Windsor be extended to the Canadian boundary; and whereas the said municipal corporation by the said petition prayed that an Act may be passed ratifying and confirming the said by-law and ratifying and legalizing the said agreement and declaring both to be valid and binding upon the said corporation and the said companies; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. By-law 3910 of the municipal corporation of the city of Windsor set forth as schedule "A" to this Act is hereby confirmed and declared to be legal, valid and binding, and

By-law
No. 3910
and agree-
ment re
assessment
of tunnel,
confirmed.

the agreement set forth in schedule "B" to this Act is also confirmed and declared to be legal, valid and binding and shall in all respects have the same force and effect as though the same were expressly embodied in this Act.

Amendment
of assess-
ment roll
for 1928.

2. The assessment roll of the municipal corporation of the city of Windsor for the year 1928 shall be amended by the clerk of the corporation with respect to the property of the said companies so as to carry into effect the provisions of said agreement and this Act in that behalf.

Extension
of limits of
city.

3. Notwithstanding anything contained in any statute or order in council, the limits of the city of Windsor shall extend to the boundary of the Province of Ontario in the Detroit River in prolongation of the outlines of such corporation.

Commence-
ment of
Act.

4. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "A."

BY-LAW No. 3910

A by-law respecting the assessment and taxation of The Detroit River Tunnel Company.

Whereas certain differences have arisen between the Corporation of the City of Windsor, on the one side, and The Detroit River Tunnel Company and the Michigan Central Railroad Company, on the other side, with reference to the assessment and taxation by the Corporation of the City of Windsor of the property belonging to The Detroit River Tunnel Company, within the Municipality of the City of Windsor;

And whereas such differences exist both in respect of the legal rights of the City Corporation to assess and tax the tunnel, as well as the amount for which same should be assessed and taxed;

And whereas it has been agreed between the Corporation and the said Companies that for the purpose of settling such differences for the next fifteen (15) years, the annual assessment of the tunnel shall be fixed at the sum of One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000.00) during the said period, but that the legal rights of the Corporation and the Companies shall not be affected by anything herein contained when this By-law ceases to be operative;

And whereas the Corporation has agreed to petition the Legislature for an Act to validate this by-law, and the Agreement made in pursuance hereof;

Therefore the Council of the Corporation of the City of Windsor hereby enacts as follows:

1. That the annual assessment of the tunnel shall be, and the same is hereby fixed at the sum of One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000.00) for each and every of the years 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942 and 1943;

And be it further enacted that an Agreement, a copy of which is hereto attached, is hereby approved of, and that the Mayor and Clerk of the Corporation be and they are hereby authorized to execute same under the seal of this Corporation.

Read a third time and passed in Council this 14th day of January, 1929.

(SEAL)

(Sgd.) C. E. JACKSON, *Mayor*.

(Sgd.) M. A. DICKINSON, *Clerk*.

SCHEDULE "B."

This agreement made in triplicate the 14th day of January, A.D. 1929.

BETWEEN:

THE MUNICIPAL CORPORATION OF THE CITY OF WINDSOR
(hereinafter called "The Municipal Corporation"),

of the first part;

—and—

THE DETROIT RIVER TUNNEL COMPANY AND THE
MICHIGAN CENTRAL RAILROAD COMPANY
(hereinafter called "The Railway Companies"),

of the second part.

Whereas certain differences have arisen between the Corporation of the City of Windsor and The Railway Companies in reference to the assessment and taxation by the Corporation of the City of Windsor of the Detroit River Tunnel within the Municipality of Windsor;

And whereas such differences have arisen both with regard to the legal right of the said Municipal Corporation to tax the said tunnel, and also as to the amount of the assessment on which the taxes are to be levied;

And whereas for the purpose of settling such differences it has been agreed between the said Municipal Corporation and the Railway Companies that the assessment upon which the annual taxes shall be levied for the year 1929 and the following fourteen (14) years shall be fixed at One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000.00) for all the property belonging to The Detroit River Tunnel Company, and at the expiration of that time, in default of a fresh Agreement in reference thereto, the said Railway Companies and the said Municipal Corporation shall have the same legal status as they now have without their legal rights being in any way affected by this Agreement;

Now, therefore, in consideration of the premises and the matters hereinafter contained, the parties hereto mutually agree as follows:

1. That the annual assessment of the Detroit River Tunnel shall be fixed at the sum of One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000.00) and that taxes for each and every of the years 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942 and 1943 shall be levied on said assessment of \$1,350,000.00.
2. And the Detroit River Tunnel Company, its lessees, successors or assigns, shall annually pay to the Municipal Corporation, taxes upon such fixed assessment at the annual rate as duly levied, fixed or struck from year to year.
3. That all parties hereto agree to join in an application to the Legislature of the Province of Ontario at its next session, for the passing of an Act, confirming and validating this Agreement, so as to make it effective for the purposes for which it is intended.
4. That if any changes be made in the laws of the Province of Ontario during the said period of fifteen (15) years whereby The Detroit River Tunnel Company, its lessees and assigns, shall be obligated to pay in any year an amount for taxes in excess of the yearly amounts as ascertained by the fixed assessment upon the tunnel, which is in lieu of all taxes, rates and assessments which can or may be charged upon the tunnel or upon The Detroit River Tunnel Company, its lessees and assigns, by any lawful authority, whether Provincial, Municipal or otherwise, during the said fifteen (15) years, then the Tunnel Company shall have the right to terminate this Agreement at any time, and after Notice of Termination shall

have been given to the Municipal Corporation, this Agreement shall be of no effect and shall henceforth cease to be binding upon the several parties hereto.

5. That the word "tunnel" as herein used, and for the purpose of this Agreement, shall include all approaches of lands, undertakings and works of whatsoever description, in respect of which The Detroit River Tunnel Company is or may be liable for assessment by the said Municipal Corporation.

In witness whereof the parties hereto have hereto affixed their Corporate Seals, duly attested under the hands of their respective proper officers.

SIGNED, SEALED AND DELIVERED,
in the presence of:

THE MUNICIPAL CORPORATION OF
THE CITY OF WINDSOR,

(Sgd.) C. E. JACKSON, *Mayor.*

(SEAL)

(Sgd.) M. A. DICKINSON, *Clerk.*

THE DETROIT RIVER TUNNEL COM-
PANY AND THE MICHIGAN CEN-
TRAL RAILROAD COMPANY,

(Sgd.) HENRY SHEARER,
*Assistant Vice-President
and General Manager.*



BILL.

An Act respecting the City of Windsor.

1st Reading

February 12th, 1929.

2nd Reading

March 18th, 1929.

3rd Reading

March 20th, 1929.

MR. WILSON (Windsor).

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the United Fuel Investments, Limited, the Town of Oakville, the Townships of Trafalgar and Nelson, Burlington Beach Commission and the Police Village of Bronte.

WHEREAS the corporation of the town of Oakville, the Preamble corporation of the township of Trafalgar, the corporation of the township of Nelson, the Burlington Beach Commission, the Board of Trustees of the Police Village of Bronte, and United Fuel Investments, Limited, have by petitions set forth that the by-laws set forth in schedules "A," "B," "C" and "E" to this Act were respectively submitted to the municipal electors of the said town, the said townships, and the said police village, as follows: by-law number 792 of the corporation of the town of Oakville, on December 14, 1928, when 677 electors voted for the by-law and 33 against it; by-law number 442 of the corporation of the township of Trafalgar, on December 28, 1928, when 193 electors voted for the by-law and none against it; by-law number 869 of the corporation of the township of Nelson, on December 22, 1928, when 80 electors voted for the by-law and 5 against it; by-law number 1 of the board of trustees of the police village of Bronte, on December 22, 1928, when 107 electors voted for the by-law and none against it; and whereas the said corporations and United Fuel Investments, Limited, have by their petitions prayed that an Act may be passed to confirm the said by-laws and also by-law number 70 of the Burlington Beach Commission as set forth in schedule "D" to this Act; and whereas it is expedient to grant the prayer of the said petitions;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. By-law number 792 passed by the council of the corporation of the town of Oakville as set forth in schedule "A", By-laws confirmed, to this Act; by-law number 442 passed by the council of the

corporation of the township of Trafalgar as set forth in schedule "B" to this Act; by-law number 869 passed by the council of the corporation of the township of Nelson as set forth in schedule "C" to this Act; by-law number 70 passed by the Burlington Beach Commission as set forth in schedule "D" to this Act; and by-law number 1 passed by the board of trustees of the police village of Bronte as set forth in schedule "E" to this Act, being by-laws granting to United Fuel Investments, Limited, and its assigns exclusive franchises for thirty years from January 1, 1929, to supply gas and to make use of the highways for such purpose, are hereby confirmed and declared to be legal, valid and binding on the said corporations and the said police village, and on the ratepayers thereof.

Agreement: **2.** The said corporations and the trustees of the said police village may enter into such agreements with United Fuel Investments, Limited, and its assigns, as may be necessary for the purpose of carrying out the provisions of the said by-laws.

Commencement of Act: **3.** This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "A."

BY-LAW No. 792 OF THE CORPORATION OF THE TOWN OF OAKVILLE.

The Council of the Corporation of the Town of Oakville, enacts as follows:—

1. The consent, permission and authority of the Corporation of the Town of Oakville (hereinafter referred to as the Corporation) are hereby given, and an exclusive franchise for a period of thirty years from January first, one thousand nine hundred and twenty-nine, is hereby granted to United Fuel Investments Limited (hereinafter referred to as the Company, which expression where the context admits, shall include its successors and assigns) to enter upon all streets and public squares, and all lanes and other public places, now or at any time hereafter within the jurisdiction of the Council, to dig trenches and lay and bury therein, and to maintain, operate and repair mains and pipes of such sizes as the said Company may require for the transportation and distribution and supply of gas in the said Town of Oakville, for fuel and lighting purposes, together with the right to construct and maintain and repair under the surface of such streets and public squares and lanes and public places all necessary regulators, valves, curb boxes, safety appliances, and other appurtenances that may be necessary in connection with the transportation and distribution and supply of gas.

2. The Company shall well and sufficiently restore forthwith to as good a condition as they were in before, all streets and public squares, and all lanes and public places, which it may excavate or interfere with in the course of the construction or repairing or removal of its gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas, and shall make good any subsidence thereafter caused by any such excavation, and well and sufficiently indemnify the Corporation against all expenses, damages and costs it may from time to time incur, or be put to by reason of the construction, repair or removal, maintenance or operation of said gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas; and in the event of the Company failing at any time to do any work required by this section, the Corporation may forthwith do such work and charge the cost thereof to the Company, which shall pay the same on demand.

3. No excavation or opening or work which may disturb or interfere with the surface or condition of any street or public square or lane or public place shall be made or done unless a permit therefor shall have been granted by the Town Engineer, and all such work shall be done under his supervision, and to his satisfaction, and in cases where an inspector on behalf of the Corporation is considered necessary by him, the wages of such inspector shall be paid by the Company.

The location of all pipes, or works on streets and public squares and lanes and public places, shall be subject to the direction and approval of the said Engineer.

4. The Company before beginning any work in the said Town of Oakville under this By-law shall file with the said Engineer a plan drawn to a scale, showing the streets and public squares, and lanes and public places, in which it proposes to lay mains, pipes and construct work, and the particular parts thereof or proposes to occupy for each of such purposes, together with definite written specifications of the mains, pipes and works proposed to be laid or constructed by it, specifying the materials and dimensions of such pipes and the depth at which such mains, pipes and works are to be laid, and similar plans and specifications shall be filed with the said Engineer of all extensions of or additions to such mains, pipes or works before any such extension or addition shall be begun.

5. All rights now used in connection with the supplying of public services are to be in no way affected or impaired by any privilege hereby granted to the Company and the mains, pipes and works of the Company must be laid, constructed and maintained without interference therewith, and subject to the rights hereby conferred upon the Company the Corporation expressly reserves the right hereafter to lay down, or to permit to be laid down in the said streets and public squares, lanes and public places, now or hereafter within the jurisdiction of the Council, sewers, culverts, drains, water pipes and conduits and other plants and equipment of the Corporation used in connection with the supplying of public services, and to alter, improve, and repair said streets and public squares, lanes and public places whenever the Corporation shall deem that the same is necessary or desirable.

6. The Company shall make good to the Corporation all damage or loss which may be caused to any water pipe, roadway, pavement or other property of the Corporation, by the works or operations of the Company or by the escape or leakage of gas and all expenses incurred by the Corporation by reason of such works or operations, or by any escape or leakage of gas, and the Company shall indemnify and save harmless the Corporation against all claims made for damages or loss, and against all damages, costs and expenses which may at any time be suffered, paid or incurred by reason of the exercise by the Company of the powers and privileges hereby granted.

7. The Company shall use at all times all proper and practicable means to prevent the escape or leakage of gas from its mains and pipes and the causing of damage or injury therefrom to any person or property.

8. (a) The Company shall render its accounts monthly, and shall not charge the Corporation or consumers within the limits of the said municipality, more than One Dollar (\$1.00) per thousand cubic feet of gas;

As the Company is dependent for its source of supply upon the Hamilton By-Product Coke Ovens Limited, which use bituminous coal as a raw material in its manufacturing plant, should the price of this raw material be materially increased, due to strikes or other conditions above a base price of Five Dollars (\$5.00) per ton for such coal delivered at Hamilton, the price of gas may be increased to the consumer in accordance with the following method:

(a) For each increase of Ten cents (.10) per ton in the delivered cost of coal at Hamilton, the price of gas shall be increased One cent (.01) per thousand cubic feet; it being understood that the price of gas shall be reduced when the cost of coal returns to the said price of Five Dollars (\$5.00) per ton; such increase or decrease not to be applied except in uniform advances or reductions of five cents (.05) per thousand; subject always to a discount of five cents (.05) per thousand cubic feet on all bills paid within fourteen days after presentation thereof.

(b) In addition to the charges aforesaid the said Company shall be entitled to charge each consumer a service charge of Fifty cents (.50) per month for each meter from the date the said meter is installed until notice is received by the said Company to remove the same. Meters shall be furnished by the Company to all consumers of its gas.

(c) The Company shall also be entitled to charge One Dollar (\$1.00) for each meter or regulator re-set at the request of the customer.

(d) No charge shall be made by the Company for any supply pipe from the main to the limit of the street in which such main has been laid, but the Company shall be entitled to make a charge for the installation of the supply pipe from the line of the street in which the main has been laid, to the building, house or other erection to which gas is to be supplied, at the point where the meter of the Company is installed.

(e) Nothing herein contained shall prevent the Company from charging consumers who use gas for industrial or heating purposes or for other purposes requiring large amounts such special rates lower than those charged to other consumers as the Company may deem advisable.

9. The Company shall supply gas at prices not greater than the prices hereinbefore mentioned, to the Corporation, and to all inhabitants of the said Municipality, who desire to be supplied and who execute and deliver to the Company contracts to pay the rates aforesaid, and to be bound by the Company's general rules and regulations, which rules and regulations shall not be inconsistent herewith; the Company to have the right to cease to supply any such customer during any time when he shall be in arrears in respect of the Company's charges as authorized under this by-law. If any such applicant shall not be the owner of the premises for which the supply of gas is desired, the Company may require the applicant to furnish adequate security for the payment by him of the Company's charges, such security to be by guarantee bond or cash deposit, which in the opinion of the Company shall be adequate security for the payment by the applicant of the Company's charges.

10. The Company shall pay the costs, charges and expenses of the Corporation and of its solicitor of and incidental to the preparation and passing of this by-law, and of the submission thereof for the assent of the electors of the Town of Oakville.

11. In the event of the Company being prevented from carrying out its obligations under this by-law, by reason of any cause beyond its control, the Company shall be relieved from such obligation while such disability continues, and in the event of a dispute as to the existence of such disability the Ontario Railway and Municipal Board shall decide whether such disability actually exists.

12. In case either party deems it necessary or advisable to obtain ratification of this by-law by the Legislature of the Province of Ontario, the other party will concur and assist in obtaining such ratification.

13. If the Company shall at any time for a period of two months cease or fail to supply gas to the consumers in the Town of Oakville, in accordance with the terms of this by-law, the Council may by by-law terminate the rights and privileges granted hereby, and the Company thereafter shall have the right (but shall not be required) to remove all its mains, pipes, plant and works laid in the streets, public squares, lanes and public places of the said Municipality by the Company; and in the event of same not being removed in one year from such termination the same, or so much thereof as shall not have been removed shall become the property of the said Corporation.

14. Upon the expiration of the said period of thirty years the Company shall have the right, but nothing herein contained shall require it, to remove its mains, pipes, plant and works laid in the streets and public squares, lanes and public places and for such purpose shall have one year to effect the removal of the same; provided however that nothing herein contained shall prevent the Corporation and the Company from entering into a new arrangement for the continued supply of gas.

15. The rights, powers and privileges of the Company hereunder shall be deemed to be in addition to any other rights, powers and privileges conferred upon it by any statute or other lawful enactment of any duly constituted authority.

16. This by-law and the rights, powers, privileges and franchises hereby granted shall not take effect and be binding upon the Corporation unless within eight months after the final passing hereof the Company, or (in the event of the said rights, powers, privileges and franchises having been assigned in the meantime as hereinafter provided to some other person or company) the assignee of the Company shall execute and deliver to the Corporation a covenant duly executed by the Company or its assignee under seal to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained. An agreement between the Corporation and the Company, or its assignee, as the case may be, embodying all the terms, conditions and provisions of this by-law (except of this paragraph) shall thereupon be prepared and executed by the parties thereto, and the Mayor and Clerk of the Corporation are hereby authorized to execute the said agreement on behalf of the Corporation, and to affix the seal of the Corporation thereto.

17. The rights, powers, privileges and franchises granted to the Company by this by-law, or the last mentioned agreement, may be assigned to any person or company upon such person or company executing and delivering to the Corporation a covenant under seal legally binding such person or company to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained.

18. This by-law shall not come into force or take effect until it has been assented to by the Municipal electors as provided by *The Municipal Act* with respect to by-laws requiring the assent of the electors.

19. The franchise hereby granted shall cease to exist and no longer be binding upon the Corporation unless the Company, or its assignee, shall be ready to supply gas to the citizens of Oakville within ten months from the date of the passing hereof.

Passed this 14th day of January, 1929.

TOWN OF OAKVILLE,

THOS. A. BLAKELOCK, *Mayor*.

A. E. RYAN, *Clerk*.

SCHEDULE "B."

BY-LAW NO. 442 OF THE CORPORATION OF THE TOWNSHIP OF TRAFALGAR.

The Council of the Corporation of the Township of Trafalgar, enacts as follows:—

1. The consent, permission and authority of the Corporation of the Township of Trafalgar (hereinafter referred to as the Corporation) are hereby given, and an exclusive franchise for a period of thirty years from January first, one thousand nine hundred and twenty-nine, is hereby granted to United Fuel Investments Limited (hereinafter referred to as the Company, which expression where the context admits, shall include its successors and assigns) to enter upon all streets and public squares, and all lanes and other public places, now or at any time hereafter within the jurisdiction of the Council, to dig trenches and lay and bury therein, and to maintain, operate and repair mains and pipes of such sizes as the said Company may require for the transportation and distribution and supply of gas in the said Township of Trafalgar for fuel and lighting purposes, together with the right to construct and maintain and repair under the surface of such streets and public squares and lanes and public places all necessary regulators, valves, curb boxes, safety appliances, and other appurtenances that may be necessary in connection with the transportation and distribution and supply of gas. Provided however, that if at any time during the period of the franchise hereby granted the Company shall not be serving the inhabitants of some specific area in that part of the Township lying to the north of the Concession Line between the First and Second Concessions north of Dundas Street, and if *bona fide* negotiations shall be entered into between the Corporation and some other person or company looking to such other person or company supplying the inhabitants of such area with gas, then the Corporation may deliver to the company notice in writing requiring it to extend its mains and lines of pipe so as to enable it to supply gas within the said specific area and if the company shall not agree, in writing, with the said Corporation, within two months after delivery of such notice, so to extend its mains and lines of pipe, or if having so agreed the Company shall not actually so extend such mains and lines of pipe within twelve months after delivery of such notice, and if the Corporation shall thereupon grant a franchise to such other person or company in respect of such specific area, then this franchise in respect of such specific area shall cease to be inclusive, but the franchise granted to such other person or company in respect of such specific area shall be and become void, and the franchise hereby granted shall again become exclusive in respect of such specific area, if such other

person or company shall fail to construct mains and lines of pipe so as to enable him or it to supply with gas the inhabitants of such specific area within two years after the delivery of the said notice in writing.

2. The Company shall well and sufficiently restore forthwith to as good a condition as they were in before, all streets and public squares, and all lanes and public places, which it may excavate or interfere with in the course of the construction or repairing or removal of its gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas, and shall make good any subsidence thereafter caused by any such excavation, and well and sufficiently indemnify the Corporation against all expenses, damages and costs it may from time to time incur, or be put to by reason of the construction, repair or removal, maintenance or operation of said gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas; and in the event of the Company failing at any time to do any work required by this section, the Corporation may forthwith do such work and charge the cost thereof to the Company, which shall pay the same on demand.

3. No excavation or opening or work which may disturb or interfere with the surface or condition of any street or public square or lane or public place shall be made or done unless a permit therefor shall have been granted by the Township Engineer, and all such work shall be done under his supervision, and to his satisfaction, and in cases where an inspector on behalf of the Corporation is considered necessary by him, the wages of such inspector shall be paid by the Company.

The location of all pipes or works on streets and public squares and lanes and public places, shall be subject to the direction and approval of the said Engineer.

4. The Company before beginning any work in the said Township of Trafalgar under this by-law shall file with the said Engineer a plan drawn to a scale, showing the streets and public squares, and lanes and public places, in which it proposes to lay mains, pipes and construct work, and the particular parts thereof, or proposes to occupy for each of such purposes, together with definite written specifications of the mains, pipes and works proposed to be laid or constructed by it, specifying the materials and dimensions of such pipes and the depth at which such mains, pipes and works are to be laid, and similar plans and specifications shall be filed with the said Engineer of all extensions of or additions to such mains, pipes or works before any such extension or addition shall be begun.

5. All rights now used in connection with the supplying of public services are to be in no way affected or impaired by any privilege hereby granted to the Company and the mains, pipes and works of the Company must be laid, constructed and maintained without interference therewith, and subject to the rights hereby conferred upon the Company the Corporation expressly reserves the right hereafter to lay down, or to permit to be laid down in the said streets and public squares, lanes and public places, now or hereafter within the jurisdiction of the Council, sewers, culverts, drains, water pipes and conduits and other plants and equipment of the Corporation used in connection with the supplying of public services, and to alter, improve and repair said streets and public squares, lanes and public places whenever the Corporation shall deem that the same is necessary or desirable.

6. The Company shall make good to the Corporation all damages or loss which may be caused to any water pipe, roadway, pavement or other property of the Corporation, by the works or operations of the Company or by the escape or leakage of gas and all expenses incurred by the Corporation by reason of such works or operations, or by any escape or leakage of gas, and the Company shall indemnify and save harmless the Corporation against all claims made for damages or loss, and against all damages, costs and expenses which may at any time be suffered, paid or incurred by reason of the exercise by the Company of the powers and privileges hereby granted.

7. The Company shall use at all times all proper and practicable means to prevent the escape or leakage of gas from its mains and pipes and the causing of damage or injury therefrom to any person or property.

8. The Company shall render its accounts monthly, and shall not charge the Corporation or consumers within the limits of the said Municipality, more than One Dollar (\$1.00) per thousand cubic feet of gas;

As the Company is dependent for its source of supply upon the Hamilton By-Product Coke Ovens Limited, which use bituminous coal as a raw material in its manufacturing plant, should the price of this raw material be materially increased, due to strikes or other conditions above a base price of Five Dollars (\$5.00) per ton for such coal delivered at Hamilton, the price of gas may be increased to the consumer in accordance with the following method:

(a) For each increase of Ten cents (.10) per ton in the delivered cost of coal at Hamilton, the price of gas shall be increased One cent (.01) per thousand cubic feet, it being understood that the price of gas shall be reduced when the cost of coal returns to the said price of Five Dollars (\$5.00) per ton; such increase or decrease not to be applied except in uniform advances or reductions of Five cents (.05) per thousand; subject always to a discount of Five cents (.05) per thousand cubic feet on all bills paid within fourteen days after presentation thereof.

(b) In addition to the charges aforesaid the said Company shall be entitled to charge each consumer a service charge of Fifty cents (.50) per month for each meter from the date the said meter is installed until notice is received by the said Company to remove the same. Meters shall be furnished by the Company to all consumers of its gas.

(c) The Company shall also be entitled to charge One Dollar (\$1.00) for each meter or regulator re-set at the request of the customer.

(d) No charge shall be made by the Company for any supply pipe from the main to the limit of the street in which such main has been laid, but the Company shall be entitled to make a charge for the installation of the supply pipe from the line of the street in which the main has been laid, to the building, house or other erection to which gas is to be supplied, at the point where the meter of the Company is installed.

(e) Nothing herein contained shall prevent the Company from charging consumers who use gas for industrial or heating purposes or for other purposes requiring large amounts such special rates lower than those charged to other consumers as the Company may deem advisable.

9. The Company shall supply gas at prices not greater than the prices hereinbefore mentioned, to the Corporation, and to all inhabitants of the said Municipality occupying property adjoining those parts of streets, public squares, lanes and public places under which mains of the Company have been laid and are in operation, who desire to be supplied and who execute and deliver to the Company contracts to pay the rates aforesaid, and to be bound by the Company's general rules and regulations; which rules and regulations shall not be inconsistent herewith; the Company to have the right to cease to supply any such customer during any time when he shall be in arrears in respect of the Company's charges as authorized under this by-law. If any such applicant shall not be the owner of the premises for which the supply of gas is desired, the Company may require the applicant to furnish adequate security for the payment by him of the Company's charges, such security to be by guarantee bond or cash deposit, which in the opinion of the Company shall be adequate security for the payment by the applicant of the Company's charges.

10. Whenever there shall be tendered to the Company *bona fide* applications and contracts to purchase gas to the amount of 200,000 cubic feet per month for at least one year, such gas to be supplied within a radius of a quarter of a mile from any point in a then existing line of pipe laid down by the Company in the said Municipality (which applications and contracts shall conform to the Company's general rules and regulations

not inconsistent herewith), together with adequate security from each applicant, for the payment by him of the Company's charges then and in every such case the Council of the Corporation may order and direct that the Company within three months thereafter shall extend its line of pipe and furnish gas to such applicants in the manner, and on the conditions hereinbefore provided so far as its facilities will permit.

11. The Company shall pay the costs, charges and expenses of the Corporation and of its solicitor of and incidental to the preparation and passing of this by-law, and of the submission thereof for the assent of the electors of the Township of Trafalgar.

12. In the event of the Company being prevented from carrying out its obligations under this by-law, by reason of any cause beyond its control, the Company shall be relieved from such obligation while such disability continues, and in the event of a dispute as to the existence of such disability the Ontario Railway and Municipal Board shall decide whether such disability actually exists.

13. In case either party deems it necessary or advisable to obtain ratification of this by-law by the Legislature of the Province of Ontario, the other party will concur and assist in obtaining such ratification.

14. If the Company shall at any time for a period of two months cease or fail to supply gas to the consumers in the Township of Trafalgar in accordance with the terms of this by-law, the Council may by by-law terminate the rights and privileges granted hereby, and the Company thereafter shall have the right (but shall not be required) to remove all its mains, pipes, plant and works laid in the streets, public squares, lanes and public places of the said Municipality by the Company; and in the event of same not being removed in one year from such termination, the same, or so much thereof as shall not have been removed shall become the property of the said Corporation.

15. Upon the expiration of the said period of thirty years the Company shall have the right, but nothing herein contained shall require it, to remove its mains, pipes, plant and works laid in the streets and public squares, lanes and public places and for such purpose shall have one year to affect the removal of the same; provided, however, that nothing herein contained shall prevent the Corporation and the Company from entering into a new arrangement for the continued supply of gas.

16. The rights, powers and privileges of the Company hereunder shall be deemed to be in addition to any other rights, power and privileges conferred upon it by any statute or other lawful enactment of any duly constituted authority.

17. This by-law and the rights, powers, privileges and franchises hereby granted shall not take effect and be binding upon the Corporation unless within eight months after the final passing hereof, the Company, or (in the event of the said rights, powers, privileges and franchises having been assigned in the meantime as hereinafter provided to some other person or company) the assignee of the Company shall execute and deliver to the Corporation a covenant duly executed by the Company or its assignee under seal to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained. An agreement between the Corporation and the Company, or its assignee, as the case may be, embodying all the terms, conditions and provisions of this by-law (except of this paragraph) shall thereupon be prepared and executed by the parties thereto, and the Reeve and Clerk of the Corporation are hereby authorized to execute the said agreement on behalf of the Corporation, and to affix the seal of the Corporation thereto.

18. The rights, powers, privileges and franchises granted to the Company by this by-law and or the last mentioned agreement, may be assigned to any person or company upon such person or company executing and delivering to the Corporation a covenant under seal legally binding such person or company to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained.

19. This by-law shall not come into force, or take effect until it has been assented to by the Municipal electors as provided by *The Municipal Act* with respect to by-laws requiring the assent of the electors.

20. The franchise hereby granted shall cease to exist and no longer be binding upon the Corporation unless the Company, or its assignee, shall be ready to supply gas to the citizens of the Township of Trafalgar within ten months from the date of the passing hereof.

Third reading, January 14th, 1929.

(SEAL)

A. BUCK, *Deputy Reeve.*

S. H. ALBERTSON, *Clerk.*

SCHEDULE "C."

BY-LAW NO. 869 OF THE CORPORATION OF THE TOWNSHIP OF NELSON.

The Council of the Corporation of the Township of Nelson, enacts as follows:—

1. The consent, permission and authority of the Corporation of the Township of Nelson (hereinafter referred to as the Corporation) are hereby given, and an exclusive franchise for a period of thirty years from January first one thousand nine hundred and twenty-nine, is hereby granted to United Fuel Investments Limited (hereinafter referred to as the Company, which expression where the context admits, shall include its successors and assigns) to enter upon all streets and public squares, and all lanes and other public places in all parts of Concessions Two, Three and Four south of Dundas Street and in Brant's Block now or at any time hereafter within the jurisdiction of the Council to dig trenches and lay and bury therein, and to maintain, operate and repair mains and pipes of such sizes as the said Company may require for the transportation and distribution and supply of gas in the said portion of the Township of Nelson for fuel and lighting purposes, together with the right to construct and maintain and repair under the surface of such streets and public squares and lanes and public places all necessary regulators, valves, curb boxes, safety appliances, and other appurtenances that may be necessary in connection with the transportation and distribution and supply of gas.

2. The Company shall well and sufficiently restore forthwith to as good a condition as they were in before, all streets and public squares, and all lanes and public places, which it may excavate or interfere with in the course of the construction or repairing or removal of its gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas, and shall make good any subsidence thereafter caused by any such excavation, and well and sufficiently indemnify the Corporation against all expenses, damages and costs it may from time to time incur, or be put to by reason of the construction, repair or removal, maintenance or operation of said gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas; and in the event of the Company failing at any time to do any work required by this section, the Corporation may forthwith do such work and charge the cost thereof to the Company, which shall pay the same on demand.

3. No excavation or opening or work which may disturb or interfere with the surface or condition of any street or public square or lane or public place shall be made or done unless a permit therefor shall have been granted by the Township Engineer, and all such work shall be done under his supervision, and to his satisfaction, and in cases where an inspector on behalf of the Corporation is considered necessary by him, the wages of such inspector shall be paid by the Company.

The location of all pipes, or works on streets and public squares and lanes and public places, shall be subject to the direction and approval of the said Engineer.

4. The Company before beginning any work in the said Township of Nelson under this by-law shall file with the said Engineer a plan drawn to a scale, showing the streets and public squares, and lanes and public places, in which it proposes to lay mains, pipes and construct work, and the particular parts thereof, or proposes to occupy for each of such purposes, together with definite written specifications of the mains, pipes and works proposed to be laid or constructed by it, specifying the materials and dimensions of such pipes and the depth at which such mains, pipes and works are to be laid, and similar plans and specifications shall be filed with the said Engineer of all extensions of or additions to such mains, pipes or works before any such extension or addition shall be begun.

5. All rights now used in connection with the supplying of public services are to be in no way affected or impaired by any privilege hereby granted to the Company and the mains, pipes and works of the Company must be laid, constructed and maintained without interference therewith, and subject to the rights hereby conferred upon the company the Corporation expressly reserves the right hereafter to lay down, or to permit to be laid down in the said streets and public squares, lanes and public places, now or hereafter within the jurisdiction of the Council, sewers, culverts, drains, water pipes and conduits and other plants and equipment of the Corporation used in connection with the supplying of public services, and to alter, improve and repair said streets and public squares, lanes and public places whenever the Corporation shall deem that the same is necessary or desirable.

6. The Company shall make good to the Corporation all damage or loss which may be caused to any water pipe, roadway, pavement or other property of the Corporation, by the works or operations of the Company or by the escape or leakage of gas and all expenses incurred by the Corporation by reason of such works or operations, or by any escape or leakage of gas, and the Company shall indemnify and save harmless the Corporation against all claims made for damages or loss, and against all damages, costs and expenses which may at any time be suffered, paid or incurred by reason of the exercise by the Company of the powers and privileges hereby granted.

7. The Company shall use at all times all proper and practicable means to prevent the escape or leakage of gas from its mains and pipes and the causing of damage or injury therefrom to any person or property.

8. The Company shall render its accounts monthly, and shall not charge the Corporation or consumers within the limits of the said Municipality, more than One Dollar (\$1.00) per thousand cubic feet of gas:

As the Company is dependent for its source of supply upon the Hamilton By-Product Coke Ovens Limited, which use bituminous coal as a raw material in its manufacturing plant, should the price of this raw material be materially increased, due to strikes or other conditions above a base price of Five Dollars (\$5.00) per ton for such coal delivered at Hamilton, the price of gas may be increased to the consumer in accordance with the following method:

(a) For each increase of Ten cents (.10) per ton in the delivered cost of coal at Hamilton, the price of gas shall be increased One cent (.01) per thousand cubic feet; it being understood that the price of gas shall be reduced when the cost of coal returns to the said price of Five Dollars (\$5.00) per ton; such increase or decrease not to be applied except in uniform advances or reductions of Five cents (.05) per thousand; subject always to a discount of Five cents (.05) per thousand cubic feet on all bills paid within fourteen days after presentation thereof.

(b) In addition to the charges aforesaid the said Company shall be entitled to charge each consumer a service charge of Fifty cents (.50) per month for each meter from the date the said meter is installed until notice

is received by the said Company to remove the same. Meters shall be furnished by the Company to all consumers of its gas.

(c) The Company shall also be entitled to charge One Dollar (\$1.00) for each meter or regulator re-set at the request of the customer.

(d) No charge shall be made by the Company for any supply pipe from the main to the limit of the street in which such main has been laid, but the Company shall be entitled to make a charge for the installation of the supply pipe from the line of the street in which the main has been laid, to the building, house or other erection to which gas is to be supplied, at the point where the meter of the Company is installed.

(e) Nothing herein contained shall prevent the Company from charging consumers who use gas for industrial or heating purposes or for other purposes requiring large amounts such special rates lower than those charged to other consumers as the Company may deem advisable.

9. The Company shall supply gas at prices not greater than the prices hereinbefore mentioned, to the Corporation, and to all inhabitants of the said Municipality occupying property adjoining those parts of streets, public squares, lanes and public places under which mains of the Company have been laid and are in operation, who desire to be supplied and who execute and deliver to the Company contracts to pay the rates aforesaid, and to be bound by the Company's general rules and regulations; which rules and regulations shall not be inconsistent herewith; the Company to have the right to cease to supply any such customer during any time when he shall be in arrears in respect of the Company's charges as authorized under this by-law. If any such applicant shall not be the owner of the premises for which the supply of gas is desired, the Company may require the applicant to furnish adequate security for the payment by him of the Company's charges, such security to be by guarantee bond or cash deposit, which in the opinion of the Company shall be adequate security for the payment by the applicant of the Company's charges.

10. Whenever there shall be tendered to the Company *bona fide* applications and contracts to purchase gas to the amount of 200,000 cubic feet per month for at least one year, such gas to be supplied within a radius of a quarter of a mile from any one point in a then existing line of pipe laid down by the Company in the said Municipality (which applications and contracts shall conform to the Company's general rules and regulations not inconsistent herewith), together with adequate security from each applicant, for the payment by him of the Company's charges then and in every such case the Council of the Corporation may order and direct that the Company within three months thereafter shall extend its line of pipe and furnish gas to such applicants in the manner, and on the conditions hereinbefore provided so far as its facilities will permit.

11. The Company shall pay the costs, charges and expenses of the Corporation and of its solicitor of and incidental to the preparation and passing of this by-law, and of the submission thereof for the assent of the electors of the Township of Nelson.

12. In the event of the Company being prevented from carrying out its obligations under this by-law, by reason of any cause beyond its control, the Company shall be relieved from such obligation while such disability continues, and in the event of a dispute as to the existence of such disability the Ontario Railway and Municipal Board shall decide whether such disability actually exists.

13. In case either party deems it necessary or advisable to obtain ratification of this by-law by the Legislature of the Province of Ontario, the other party will concur and assist in obtaining such ratification.

14. If the Company shall at any time for a period of two months cease or fail to supply gas to the consumers in the Township of Nelson in accordance with the terms of this by-law, the Council may by by-law terminate the rights and privileges granted hereby, and the Company thereafter shall have the right (but shall not be required) to remove all

its mains, pipes, plant and works laid in the streets, public square, lane and public places of the said Municipality by the Company, and in the events of same not being removed in one year from such termination the same, or so much thereof as shall not have been removed shall become the property of the said Corporation.

15. Upon the expiration of the said period of thirty years the Company shall have the right, but nothing herein contained shall require it, to remove its mains, pipes, plant and works laid in the streets and public squares, lanes and public places and for such purpose shall have one year to effect the removal of the same; provided, however, that nothing herein contained shall prevent the Corporation and the Company from entering into a new arrangement for the continued supply of gas.

16. The rights, powers and privileges of the Company hereunder shall be deemed to be in addition to any other rights, powers and privileges conferred upon it by any statute or other lawful enactment of any duly constituted authority.

17. This by-law and the rights, powers, privileges and franchises hereby granted shall not take effect and be binding upon the Corporation unless within eight months after the final passing hereof, the Company, or (in the event of the said rights, powers, privileges and franchises having been assigned in the meantime as hereinafter provided to some other person or company) the assignee of the Company shall execute and deliver to the Corporation a covenant duly executed by the Company or its assignee under seal to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained. An agreement between the Corporation and the Company, or its assignee, as the case may be, embodying all the terms, conditions and provisions of this by-law (except of this paragraph) shall thereupon be prepared and executed by the parties thereto, and the Reeve and Clerk of the Corporation are hereby authorized to execute the said agreement on behalf of the Corporation, and to affix the seal of the Corporation thereto.

18. The rights, powers, privileges and franchises granted to the Company by this by-law and/or the last mentioned agreement, may be assigned to any person or company upon such person or company executing and delivering to the Corporation a covenant under seal legally binding such person or company to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained.

19. This by-law shall not come into force, or take effect until it has been assented to by the Municipal electors as provided by *The Municipal Act* with respect to by-laws requiring the assent of the electors.

20. The franchise hereby granted shall cease to exist and no longer be binding upon the Corporation unless the Company, or its assignee, shall be ready to supply gas to the citizens of the Township of Nelson within ten months from the date of the passing hereof.

SCHEDULE "D,"

BY-LAW No. 70.

RE FRANCHISE UNITED FUEL INVESTMENTS, LIMITED.

The Burlington Beach Commission enacts as follows:

1. The consent, permission and authority of the Burlington Beach Commission (hereinafter referred to as the Commission) are hereby given, and an exclusive franchise for a period of thirty years from January first, one thousand nine hundred and twenty-nine, is hereby granted to United Fuel Investments, Limited (hereinafter referred to as the Company, which expression where the context admits, shall include its successors and assigns) to enter upon all streets and public grounds, and all lanes and other public

places, now or at any time hereafter within the jurisdiction of the Commission, to dig trenches and lay and bury therein, and to maintain, operate and repair mains and pipes of such sizes as the said Company may require for the transportation and distribution and supply of gas across and in Burlington Beach, for fuel, heating and lighting purposes, together with the right to construct and maintain and repair under the surface of such streets and public grounds and lanes and public places all necessary regulators, valves, curb boxes, safety appliances, and other appurtenances that may be necessary in connection with the transportation and distribution and supply of gas.

2. The Company shall well and sufficiently restore forthwith to as good a condition as they were in before to the satisfaction of the Commission all streets and public grounds, and all lanes and public places, which it may excavate or interfere with in the course of the construction, repairing or removal of its gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas, and shall make good any subsidence thereafter caused by any such excavation, and shall well and sufficiently indemnify the Commission against all expenses, damages and costs it may from time to time incur, or be put to by reason of the construction, repair, removal, maintenance or operation of said gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas; and in the event of the Company failing at any time to do any work required by this section, the Commission may forthwith do such work and charge the cost thereof to the Company, which shall pay the same on demand.

3. No excavation or opening or work which may disturb or interfere with the surface or condition of any street or public ground or lanes or public places shall be made or done unless a permit therefor shall have been granted by the Commission and all such work shall be done under its supervision, and to its satisfaction, and in cases where an Inspector on behalf of the Commission is considered necessary by it, the wages of such Inspector shall be paid by the Company.

The location of all pipes, or works on streets and public grounds and lanes and public places, shall be subject to the direction and approval of the said Commission.

4. The Company before beginning any work in the said Burlington Beach under this by-law shall file with the said Commission a plan drawn to a scale, showing the streets and public grounds and lanes and public places, in which it proposes to lay mains and pipes and construct work, and the particular parts thereof or proposes to occupy for each of such purposes, together with definite written specifications of the mains, pipes and works proposed to be laid or constructed by it, specifying the materials and dimensions of such pipes and the depth at which such mains, pipes and works are to be laid, and similar plans and specifications shall be filed with the said Commission of all extensions of or additions to such mains, pipes or works before any such extension or addition shall be begun.

5. All rights now used or granted in connection with the supplying of public services are to be in no way affected or impaired by any privilege hereby granted to the Company, and the mains, pipes and works of the Company must be laid, constructed and maintained without interference therewith, and subject to the rights hereby conferred upon the Company the Commission expressly reserves the right hereafter to lay down, or to permit to be laid down in the said streets and public grounds, lanes and public places, now or hereafter within the jurisdiction of the Commission, sewers, culverts, drains, water pipes and conduits and other plant and equipment of the Commission used in connection with the supplying of public services, and to alter, improve, and repair said streets and public grounds, lanes and public places whenever the Commission shall deem that the same is necessary or desirable.

6. The Company shall make good to the Commission all damage or loss which may be caused to any water pipe, roadway, pavement or other property of the Commission, by the works or operations of the Company

or by the escape or leakage of gas and all expenses incurred by the Commission by reason of such works or operations, or by any escape or leakage of gas, and the Company shall indemnify and save harmless the Commission against all claims made for damages or loss, and against all damages, costs and expenses which may at any time be suffered, paid or incurred by reason of the exercise by the Company of the powers and privileges hereby granted.

7. The Company shall use at all times all proper and practicable means to prevent the escape or leakage of gas from its mains and pipes and the causing of damage or injury therefrom to any person or property.

8. The Company shall render its accounts monthly, and shall not charge the Commission or consumers within the limits of the said Burlington Beach, more than One Dollar (\$1.00) per thousand cubic feet of gas.

As the Company is dependent for its source of gas supply upon the Hamilton By-Product Coke Ovens, Limited, which uses bituminous coal as a raw material in its manufacturing plant, should the price of this raw material be materially increased, due to strikes or other conditions above a base price of Five Dollars (\$5.00) per ton for such coal delivered at Hamilton, the price of gas may be increased to the consumer in accordance with the following methods:

(a) For each increase of ten cents (.10) per ton in the delivered cost of coal at Hamilton, the price of gas shall be increased one cent (.01) per thousand cubic feet; it being understood that the price of gas shall be reduced when the cost of coal returns to the said price of Five Dollars (\$5.00) per ton; such increase or decrease not to be applied except in uniform advances or reductions of five cents (.05) per thousand; subject always to a discount of five cents (.05) per thousand cubic feet on all bills paid within fourteen days after the presentation thereof.

(b) In addition to the charges aforesaid the said Company shall be entitled to charge each consumer a service charge of fifty cents (.50) per month for each meter from the date the said meter is installed until notice is received by the said Company to remove same. Meters shall be furnished by the Company to all consumers of its gas.

(c) The Company shall also be entitled to charge One Dollar (\$1.00) for each meter or regulator re-set at the request of the customer.

(d) No charge shall be made by the Company for any supply pipe from a lateral or trunk line main to the limit of the street in which such main has been laid, but the Company shall be entitled to make a charge for the installation of the supply pipe from the line of the street in which the main has been laid, to the building, house or other erection to which gas is to be supplied, at the point where the meter of the Company is installed.

(e) Nothing herein contained shall prevent the Company from charging consumers who use gas for industrial or heating purposes or for other purposes requiring large amounts such special rates lower than those charged to other consumers as the Company may deem advisable.

9. The Company shall supply gas at prices not greater than the prices hereinbefore mentioned, to the Commission, and to all inhabitants of the said Burlington Beach, who desire to be supplied and who execute and deliver to the Company contracts to pay the rates aforesaid, and to be bound by the Company's general rules and regulations; which rules and regulations shall not be inconsistent herewith; the Company to have the right to cease to supply any such customer during any time when he shall be in arrears in respect of the Company's charges as authorized under this by-law. If any such applicant shall not be the owner of the premises for which the supply of gas is desired, the Company may require the applicant to furnish adequate security for the payment by him of the Company's charges, such security to be by guarantee bond or cash deposit, which in the opinion of the Company shall be adequate security for the payment by the applicant of the Company's charges.

10. The Company shall pay the costs, charges and expenses of the Commission and of its solicitor of and incidental to the preparation and passing of this by-law.

11. In the event of the Company being prevented from carrying out its obligations under this by-law, by reason of any cause beyond its control, the Company shall be relieved from such obligation while such disability continues, and in the event of a dispute as to the existence of such disability the Ontario Railway and Municipal Board shall decide whether such disability actually exists.

12. In case either party deems it necessary or advisable to obtain ratification of this by-law by the Legislature of the Province of Ontario or the Lieutenant-Governor in Council, the other party will concur and assist in obtaining such ratification.

13. If the Company shall at any time for a period of two months cease or fail to supply gas to the consumers in Burlington Beach in accordance with the terms of this by-law, the Commission may by by-law terminate the rights and privileges granted hereby, and the Company thereafter shall have the right (but shall not be required) to remove all its mains, pipes, plant and works laid in the streets, public grounds, lanes and public places of the said Burlington Beach by the Company; and in the event of same not being removed within one year from such termination, the same, or so much thereof as shall not have been removed, shall become the property of the said Commission.

14. Upon the expiration of the said period of thirty years the Company shall have the right, but nothing herein contained shall require it, to remove its mains, pipes, plant and works laid in the streets and public grounds, lanes and public places and for such purpose shall have one year to effect the removal of the same, and in the event of same not being removed within one year from the expiration of the said period of thirty years, the same or so much thereof as shall not have been removed shall become the property of the said Commission; provided, however, that nothing herein contained shall prevent the Commission and the Company from entering into a new arrangement for the continued supply of gas.

15. The rights, powers and privileges of the Company hereunder shall be deemed to be in addition to any other rights, powers and privileges conferred upon it by any statute or other lawful enactment of any duly constituted authority.

16. This by-law and the rights, powers, privileges and franchises hereby granted shall not take effect and be binding upon the Commission unless within three months after the final passing hereof the Company and (in the event of the said rights, powers, privileges and franchises having been assigned in the meantime as hereinafter provided to some other person or Company) the assignee of the Company shall execute and deliver to the Commission a covenant duly executed by the Company and its assignee, if any, under seal, to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained. An agreement between the Commission and the Company and its assignee, if any, embodying all the terms, conditions and provisions of this by-law (except of this paragraph) shall thereupon be prepared and executed by the parties thereto, and the Chairman and Secretary of the said Commission are hereby authorized to execute the said agreement on behalf of the Commission, and to affix the seal of the Commission thereto.

17. The rights, powers, privileges and franchises granted to the Company by this by-law and/or the last-mentioned agreement, may be assigned to any person or Company upon such person or Company executing and delivering to the Commission a covenant under seal legally binding such person or Company to perform, observe and comply with all the agreements, obligations, terms and conditions herein and in said agreement contained, but so that the obligations of the Company hereunder and under said agreement shall not be avoided.

18. The Company or its Assignee shall commence within three months after the passing of this by-law to lay its pipes in the said Burlington

Beach and shall within ten months from the date of the passing hereof be ready to supply gas to all inhabitants thereof requiring such supply. If the Company or its Assignee shall not have commenced to lay its pipes in Burlington Beach within the period of three months mentioned aforesaid and within the period of ten months aforesaid be ready and willing to supply therefrom with gas all inhabitants requiring such supply, the Commission may by resolution or by-law terminate the rights and privileges granted by this by-law and the Company thereafter shall have the right (but shall not be required) to remove all its mains, pipes, plant and works laid in the streets and public grounds, lanes and public places of the said Burlington Beach by the Company; and in the event of the same not being removed within one year after receiving notice of the passing of such resolution or by-law or so much thereof as shall not have been removed the same shall become the property of the said Commission, in which case the Company shall restore the streets and public grounds, lanes and public places from which its mains, pipes, plant and works have been removed to as good a condition as they were in before and to the satisfaction of the Commission.

19. The Company shall pay to the Commission the sum of \$500.00 annually during the said period of thirty years for the rights, powers, privileges and franchises hereby and by said proposed agreement to be granted and the said annual payment of \$500.00 shall be accepted by the Commission in lieu of any claim by the Commission for taxes, assessments and rates against the Company or its property on Burlington Beach. The first of said \$500.00 payments shall be made on the first day of January, 1930, and annually thence thereafter during the whole of said period and in default of payment of any of such instalments within three months from the first day of January in any year the Commission may by by-law terminate the rights and privileges hereby granted and the Company thereafter shall have the right (but shall not be required) to remove all its mains, pipes, plant and works laid in the streets, public grounds, lanes and public places of the said Burlington Beach by the Company; and in the event of same not being removed within one year from such termination, the same, or so much thereof as shall not have been removed, shall become the property of the said Commission.

Passed this 19th day of December, A.D. 1928.

THE BURLINGTON BEACH COMMISSION.

JAS. CROOKS,
Chairman.

R. L. OATEN,
Secretary.

(Seal)

SCHEDULE "E."

BY-LAW NO. 1 OF THE BOARD OF TRUSTEES OF THE POLICE VILLAGE OF BRONTE.

The Board of Trustees of the Police Village of Bronte enact as follows:

1. The consent, permission and authority of the Board of Trustees of the Police Village of Bronte (hereinafter referred to as the Corporation) are hereby given, and an exclusive franchise for a period of thirty years from January First, One thousand nine hundred and twenty-nine, is hereby granted to United Fuel Investments, Limited (hereinafter referred to as the Company, which expression where the context admits shall include its successors and assigns), to enter upon all streets and public squares, and all lanes and other public places, now or at any time hereafter within the said Police Village, to dig trenches and lay and bury therein, and to maintain, operate and repair mains and pipes of such sizes as the said Company may require for the transportation and distribution and supply of gas in the said Police Village, for fuel and lighting purposes, together with the right to construct and maintain and repair under the surface of

such streets and public squares and lanes and public places all necessary regulators, valves, curb boxes, safety appliances, and other appurtenances that may be necessary in connection with the transportation and distribution and supply of gas.

2. The Company shall well and sufficiently restore forthwith, to as good a condition as they were in before, all streets and public squares, and all lanes and public places, which it may excavate or interfere with in the course of the construction or repairing or removal of its gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas, and shall make good any subsidence thereafter caused by any such excavation, and well and sufficiently indemnify the Corporation against all expenses, damages and costs it may from time to time incur, or be put to by reason of the construction, repair or removal, maintenance or operation of said gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas; and in the event of the Company failing at any time to do any work required by this section, the Corporation may forthwith do such work and charge the cost thereof to the Company, which shall pay the same on demand.

3. No excavation or opening or work which may disturb or interfere with the surface or condition of any street or public square or lane or public place shall be made or done unless a permit therefor shall have been granted by the Chairman of the Board of Trustees of the Police Village of Bronte, and all such work shall be done under his supervision, and to his satisfaction, and in cases where an inspector on behalf of the Corporation is considered necessary by him, the wages of such inspector shall be paid by the Company.

The location of all pipes, or works on streets and public squares and lanes and public places, shall be subject to the direction and approval of the said Chairman.

4. The Company before beginning any work in the said Police Village under this by-law shall file with the said Chairman a plan drawn to scale, showing the streets and public squares, and lanes and public places, in which it proposes to lay mains, pipes and construct work, and the particular parts thereof or proposes to occupy for each of such purposes, together with definite written specifications of the mains, pipes and work proposed to be laid or constructed by it, specifying the materials and dimensions of such pipes and the depth at which such mains, pipes and works are to be laid, and similar plans and specifications shall be filed with the said Chairman of all extensions of or additions to such mains, pipes or works before any such extension or addition shall be begun.

5. All rights now used in connection with the supplying of public services are to be in no way affected or impaired by any privilege hereby granted to the Company and the mains, pipes and works of the Company must be laid, constructed and maintained without interference therewith, and subject to the rights hereby conferred upon the Company the Corporation expressly reserves the right hereafter to lay down, or to permit to be laid down in the said streets and public squares, lanes and public places, now or hereafter within the said Police Village, sewers, culverts drains, water pipes and conduits and other plants and equipment of the Corporation used in connection with the supplying of public services, and to alter, improve and repair said streets and public squares, lanes and public places whenever the Corporation shall deem that the same is necessary or desirable.

6. The Company shall make good to the Corporation all damage or loss which may be caused to any water pipe, roadway, pavement or other property of the Corporation, by the works or operations of the Company or by the escape or leakage of gas and all expenses incurred by the Corporation by reason of such works or operations, or by any escape or leakage of gas, and the Company shall indemnify and save harmless the Corporation against all claims made for damages or loss, and against all damages,

costs and expenses which may at any time be suffered, paid or incurred by reason of the exercise by the Company of the powers and privileges hereby granted.

7. The Company shall use at all times all proper and practicable means to prevent the escape or leakage of gas from its mains and pipes and the causing of damage or injury therefrom to any person or property.

8. The Company shall render its accounts monthly, and shall not charge the Corporation or consumers within the limits of the said Police Village more than One Dollar (\$1.00) per thousand cubic feet of gas.

As the Company is dependent for its source of supply upon the Hamilton By-Product Coke Ovens, Limited, which use bituminous coal as a raw material in its manufacturing plant, should the price of this raw material be materially increased, due to strikes or other conditions above a base price of Five Dollars (\$5.00) per ton for such coal delivered at Hamilton, the price of gas may be increased to the consumer in accordance with the following method:

(a) For each increase of Ten Cents (.10) per ton in the delivered cost of coal at Hamilton, the price of gas shall be increased One cent (.01) per thousand cubic feet; it being understood that the price of gas shall be reduced when the cost of coal returns to the said price of Five Dollars (\$5.00) per ton; such increase or decrease not to be applied except in uniform advances or reductions of five cents (.05) per thousand; subject always to a discount of Five cents (.05) per thousand cubic feet on all bills paid within fourteen days after presentation thereof.

(b) In addition to the charges aforesaid the said Company shall be entitled to charge each consumer a service charge of Fifty cents (.50) per month for each meter from the date the said meter is installed until notice is received by the said Company to remove the same. Meters shall be furnished by the Company to all consumers of its gas.

(c) The Company shall also be entitled to charge One Dollar (\$1.00) for each meter or regulator re-set at the request of the customer.

(d) No charge shall be made by the Company for any supply pipe from the main to the limit of the street in which such main has been laid, but the company shall be entitled to make a charge for the installation of the supply pipe from the line of the street in which the main has been laid, to the building, house or other erection to which gas is to be supplied, at the point where the meter of the Company is installed.

(e) Nothing herein contained shall prevent the Company from charging consumers who use gas for industrial or heating purposes or for other purposes requiring large amounts such special rates lower than those charged to other consumers as the Company may deem advisable.

9. The Company shall supply gas at prices not greater than the prices hereinbefore mentioned, to the Corporation, and to all inhabitants of the said Police Village occupying property adjoining those parts of streets, public squares, lanes and public places under which mains of the Company have been laid and are in operation, who desire to be supplied and who execute and deliver to the Company contracts to pay the rates aforesaid, and to be bound by the Company's general rules and regulations; which rules and regulations shall not be inconsistent herewith; the Company to have the right to cease to supply any such customer during any time when he shall be in arrears in respect of the Company's charges as authorized under this by-law. If any such applicant shall not be the owner of the premises for which the supply of gas is desired, the Company may require the applicant to furnish adequate security for the payment by him of the Company's charges, such security to be by guarantee bond or cash deposit, which in the opinion of the Company shall be adequate security for the payment by the applicant of the Company's charges.

10. The Company shall pay the costs, charges and expenses of the Corporation and of its solicitor of and incidental to the preparation and passing of this by-law, and of the submission thereof for the assent of the electors.

11. In the event of the Company being prevented from carrying out its obligations under this by-law, by reason of any cause beyond its control, the Company shall be relieved from such obligation while such disability continues, and in the event of a dispute as to the existence of such disability the Ontario Railway and Municipal Board shall decide whether such disability actually exists.

12. In case either party deems it necessary or advisable to obtain ratification of this by-law by the Legislature of the Province of Ontario, the other party will concur and assist in obtaining such ratification.

13. If the Company shall at any time for a period of two months cease or fail to supply gas to the consumers in the Police Village of Bronte, in accordance with the terms of this by-law, the Corporation may by by-law terminate the rights and privileges granted hereby, and the Company thereafter shall have the right (but shall not be required) to remove all its mains, pipes, plant and works laid in the streets, public squares, lanes and public places of the said Police Village by the Company; and in the event of same not being removed in one year from such termination the same, or so much thereof as shall not have been removed, shall become the property of the said Corporation.

14. Upon the expiration of the said period of thirty years the Company shall have the right, but nothing herein contained shall require it, to remove its mains, pipes, plant and works laid in the streets and public squares, lanes and public places and for such purpose shall have one year to effect the removal of the same; provided, however, that nothing herein contained shall prevent the Corporation and the Company from entering into a new arrangement for the continued supply of gas.

15. The rights, powers and privileges of the Company hereunder shall be deemed to be in addition to any other rights, powers and privileges conferred upon it by any statute or other lawful enactment of any duly constituted authority.

16. This by-law and the rights, powers, privileges and franchises hereby granted shall not take effect and be binding upon the Corporation unless within eight months after the final passing hereof the Company, or (in the event of the said rights, powers, privileges and franchises having been assigned in the meantime as hereinafter provided to some other person or company) the assignee of the Company shall execute and deliver to the Corporation a covenant duly executed by the Company or its assignee under seal to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained. An agreement between the Corporation and the Company, or its assignee, as the case may be, embodying all the terms, conditions and provisions of this by-law (except of this paragraph) shall thereupon be prepared and executed by the parties thereto, and the Chairman and Secretary of the Corporation are hereby authorized to execute the said agreement on behalf of the Corporation, and to affix the seal of the Corporation thereto.

17. The rights, powers, privileges and franchises granted to the Company by this by-law and/or the last mentioned agreement, may be assigned to any person or company upon such person or company executing and delivering to the Corporation a covenant under seal legally binding such person or company to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained.

18. This by-law shall not come into force or take effect until it has been assented to by the Municipal electors as provided by *The Municipal Act* with respect to by-laws requiring the assent of the electors.

19. The franchise hereby granted shall cease to exist and no longer be binding upon the Corporation unless the Company, or its assignee, shall be ready to supply gas to the citizens of Bronte within ten months from the date of the passing hereof.

Passed this 23rd day of January, 1929.

(SEAL)

M. E. SKELTON, *Chairman*

A. PATTERSON, *Secretary*.



19 George V, 1929.

BILL.

An Act respecting the United Fuel Investments, Ltd., the Town of Oakville, the Townships of Trafalgar and Nelson, Burlington Beach Commission and the Police Village of Bronte.

1st Reading

2nd Reading

3rd Reading

MR. MORRISON.

(*Private Bill.*)

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the United Fuel Investments, Limited, the Town of Oakville, the Townships of Trafalgar and Nelson, Burlington Beach Commission and the Police Village of Bronte.

WHEREAS the corporation of the town of Oakville, the Preamble, corporation of the township of Trafalgar, the corporation of the township of Nelson, the Burlington Beach Commission, the Board of Trustees of the Police Village of Bronte, and United Fuel Investments, Limited, have by petitions set forth that the by-laws set forth in schedules "A," "B," "C" and "E" to this Act were respectively submitted to the municipal electors of the said town, the said townships, and the said police village, as follows: by-law number 792 of the corporation of the town of Oakville, on December 14, 1928, when 677 electors voted for the by-law and 33 against it; by-law number 442 of the corporation of the township of Trafalgar, on December 28, 1928, when 193 electors voted for the by-law and none against it; by-law number 869 of the corporation of the township of Nelson, on December 22, 1928, when 80 electors voted for the by-law and 5 against it; by-law number 1 of the board of trustees of the police village of Bronte, on December 22, 1928, when 107 electors voted for the by-law and none against it; and whereas the said corporations and United Fuel Investments, Limited, have by their petitions prayed that an Act may be passed to confirm the said by-laws and also by-law number 70 of the Burlington Beach Commission as set forth in schedule "D" to this Act; and whereas it is expedient to grant the prayer of the said petitions;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. By-law number 792 passed by the council of the corporation of the town of Oakville as set forth in schedule "A" ^{By-laws confirmed.} to this Act; by-law number 442 passed by the council of the

corporation of the township of Trafalgar as set forth in schedule "B" to this Act; by-law number 869 passed by the council of the corporation of the township of Nelson as set forth in schedule "C" to this Act; by-law number 70 passed by the Burlington Beach Commission as set forth in schedule "D" to this Act; and by-law number 1 passed by the board of trustees of the police village of Bronte as set forth in schedule "E" to this Act, being by-laws granting to United Fuel Investments, Limited, and its assigns exclusive franchises for thirty years from January 1, 1929, to supply gas and to make use of the highways for such purpose, are hereby confirmed and declared to be legal, valid and binding on the said corporations and the said police village, and on the ratepayers thereof.

Agreements.

2. The said corporations and the trustees of the said police village may enter into such agreements with United Fuel Investments, Limited, and its assigns, as may be necessary for the purpose of carrying out the provisions of the said by-laws.

Mains, pipes,
etc., to
become
property of
municipality
if not
removed.

3. If the company referred to in the by-laws scheduled hereto shall not remove all its mains, pipes, plant and works laid out in the streets, public squares, lanes and public places as set out in the said by-laws within one year after the expiration of the said period of thirty years or within one year after the expiration of any subsequent period or periods during which the company shall be authorized to retain and use the same, the said mains, pipes, plant and works or so much thereof as shall not have been so removed shall become the property of the corporation or corporations having under its or their jurisdiction the streets, public squares, lanes and public places in, on or under which the mains, pipes, plant and works which shall not have been removed are located.

Commence-
ment of
Act.

4. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "A"

BY-LAW No. 792 OF THE CORPORATION OF THE TOWN OF OAKVILLE

The Council of the Corporation of the Town of Oakville, enacts as follows:—

1. The consent, permission and authority of the Corporation of the Town of Oakville (hereinafter referred to as the Corporation) are hereby given, and an exclusive franchise for a period of thirty years from January first, one thousand nine hundred and twenty-nine, is hereby granted to United Fuel Investments Limited (hereinafter referred to as the Company, which expression where the context admits, shall include its successors and assigns) to enter upon all streets and public squares, and all lanes and other public places, now or at any time hereafter within the jurisdiction of the Council, to dig trenches and lay and bury therein, and to maintain, operate and repair mains and pipes of such sizes as the said Company may require for the transportation and distribution and supply of gas in the said Town of Oakville, for fuel and lighting purposes, together with the right to construct and maintain and repair under the surface of such streets and public squares and lanes and public places all necessary regulators, valves, curb boxes, safety appliances, and other appurtenances that may be necessary in connection with the transportation and distribution and supply of gas.

2. The Company shall well and sufficiently restore forthwith to as good a condition as they were in before all streets and public squares, and all lanes and public places, which it may excavate or interfere with in the course of the construction or repairing or removal of its gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas, and shall make good any subsidence thereafter caused by any such excavation, and well and sufficiently indemnify the Corporation against all expenses, damages and costs it may from time to time incur, or be put to by reason of the construction, repair or removal, maintenance or operation of said gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas; and in the event of the Company failing at any time to do any work required by this section, the Corporation may forthwith do such work and charge the cost thereof to the Company, which shall pay the same on demand.

3. No excavation or opening or work which may disturb or interfere with the surface or condition of any street or public square or lane or public place shall be made or done unless a permit therefor shall have been granted by the Town Engineer, and all such work shall be done under his supervision, and to his satisfaction, and in cases where an inspector on behalf of the Corporation is considered necessary by him, the wages of such inspector shall be paid by the Company.

The location of all pipes, or works on streets and public squares and lanes and public places, shall be subject to the direction and approval of the said Engineer.

4. The Company before beginning any work in the said Town of Oakville under this By-law shall file with the said Engineer a plan drawn to a scale, showing the streets and public squares, and lanes and public places, in which it proposes to lay mains, pipes and construct work, and the particular parts thereof or proposes to occupy for each of such purposes, together with definite written specifications of the mains, pipes and works proposed to be laid or constructed by it, specifying the materials and dimensions of such pipes and the depth at which such mains, pipes and works are to be laid, and similar plans and specifications shall be filed with the said Engineer of all extensions of or additions to such mains, pipes or works before any such extension or addition shall be begun.

5. All rights now used in connection with the supplying of public services are to be in no way affected or impaired by any privilege hereby granted to the Company and the mains, pipes and works of the Company must be laid, constructed and maintained without interference therewith, and subject to the rights hereby conferred upon the Company the Corporation expressly reserves the right hereafter to lay down, or to permit to be laid down in the said streets and public squares, lanes and public places, now or hereafter within the jurisdiction of the Council, sewers, culverts, drains, water pipes and conduits and other plants and equipment of the Corporation used in connection with the supplying of public services, and to alter, improve, and repair said streets and public squares, lanes and public places whenever the Corporation shall deem that the same is necessary or desirable.

6. The Company shall make good to the Corporation all damage or loss which may be caused to any water pipe, roadway, pavement or other property of the Corporation, by the works or operations of the Company or by the escape or leakage of gas and all expenses incurred by the Corporation by reason of such works or operations, or by any escape or leakage of gas, and the Company shall indemnify and save harmless the Corporation against all claims made for damages or loss, and against all damages, costs and expenses which may at any time be suffered, paid or incurred by reason of the exercise by the Company of the powers and privileges hereby granted.

7. The Company shall use at all times all proper and practicable means to prevent the escape or leakage of gas from its mains and pipes and the causing of damage or injury therefrom to any person or property.

8. (a) The Company shall render its accounts monthly, and shall not charge the Corporation or consumers within the limits of the said municipality, more than One Dollar (\$1.00) per thousand cubic feet of gas;

As the Company is dependent for its source of supply upon the Hamilton By-Product Coke Ovens Limited, which use bituminous coal as a raw material in its manufacturing plant, should the price of this raw material be materially increased, due to strikes or other conditions above a base price of Five Dollars (\$5.00) per ton for such coal delivered at Hamilton, the price of gas may be increased to the consumer in accordance with the following method:

(a) For each increase of Ten cents (.10) per ton in the delivered cost of coal at Hamilton, the price of gas shall be increased One cent (.01) per thousand cubic feet; it being understood that the price of gas shall be reduced when the cost of coal returns to the said price of Five Dollars (\$5.00) per ton; such increase or decrease not to be applied except in uniform advances or reductions of five cents (.05) per thousand; subject always to a discount of five cents (.05) per thousand cubic feet on all bills paid within fourteen days after presentation thereof.

(b) In addition to the charges aforesaid the said Company shall be entitled to charge each consumer a service charge of Fifty cents (.50) per month for each meter from the date the said meter is installed until notice is received by the said Company to remove the same. Meters shall be furnished by the Company to all consumers of its gas.

(c) The Company shall also be entitled to charge One Dollar (\$1.00) for each meter or regulator re-set at the request of the customer.

(d) No charge shall be made by the Company for any supply pipe from the main to the limit of the street in which such main has been laid, but the Company shall be entitled to make a charge for the installation of the supply pipe from the line of the street in which the main has been laid, to the building, house or other erection to which gas is to be supplied, at the point where the meter of the Company is installed.

(e) Nothing herein contained shall prevent the Company from charging consumers who use gas for industrial or heating purposes or for other purposes requiring large amounts such special rates lower than those charged to other consumers as the Company may deem advisable.

9. The Company shall supply gas at prices not greater than the prices hereinbefore mentioned, to the Corporation, and to all inhabitants of the said Municipality, who desire to be supplied and who execute and deliver to the Company contracts to pay the rates aforesaid, and to be bound by the Company's general rules and regulations; which rules and regulations shall not be inconsistent herewith; the Company to have the right to cease to supply any such customer during any time when he shall be in arrears in respect of the Company's charges as authorized under this by-law. If any such applicant shall not be the owner of the premises for which the supply of gas is desired, the Company may require the applicant to furnish adequate security for the payment by him of the Company's charges, such security to be by guarantee bond or cash deposit, which in the opinion of the Company shall be adequate security for the payment by the applicant of the Company's charges.

10. The Company shall pay the costs, charges and expenses of the Corporation and of its solicitor of and incidental to the preparation and passing of this by-law, and of the submission thereof for the assent of the electors of the Town of Oakville.

11. In the event of the Company being prevented from carrying out its obligations under this by-law, by reason of any cause beyond its control, the Company shall be relieved from such obligation while such disability continues, and in the event of a dispute as to the existence of such disability the Ontario Railway and Municipal Board shall decide whether such disability actually exists.

12. In case either party deems it necessary or advisable to obtain ratification of this by-law by the Legislature of the Province of Ontario, the other party will concur and assist in obtaining such ratification.

13. If the Company shall at any time for a period of two months cease or fail to supply gas to the consumers in the Town of Oakville, in accordance with the terms of this by-law, the Council may by by-law terminate the rights and privileges granted hereby, and the Company thereafter shall have the right (but shall not be required) to remove all its mains, pipes, plant and works laid in the streets, public squares, lanes and public places of the said Municipality by the Company; and in the event of same not being removed in one year from such termination the same, or so much thereof as shall not have been removed shall become the property of the said Corporation.

14. Upon the expiration of the said period of thirty years the Company shall have the right, but nothing herein contained shall require it, to remove its mains, pipes, plant and works laid in the streets and public squares, lanes and public places and for such purpose shall have one year to effect the removal of the same; provided however that nothing herein contained shall prevent the Corporation and the Company from entering into a new arrangement for the continued supply of gas.

15. The rights, powers and privileges of the Company hereunder shall be deemed to be in addition to any other rights, powers and privileges conferred upon it by any statute or other lawful enactment of any duly constituted authority.

16. This by-law and the rights, powers, privileges and franchises hereby granted shall not take effect and be binding upon the Corporation unless within eight months after the final passing hereof the Company, or (in the event of the said rights, powers, privileges and franchises having been assigned in the meantime as hereinafter provided to some other person or company) the assignee of the Company shall execute and deliver to the Corporation a covenant duly executed by the Company or its assignee under seal to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained. An agreement between the Corporation and the Company, or its assignee, as the case may be, embodying all the terms, conditions and provisions of this by-law (except of this paragraph) shall thereupon be prepared and executed by the parties thereto, and the Mayor and Clerk of the Corporation are hereby authorized to execute the said agreement on behalf of the Corporation, and to affix the seal of the Corporation thereto.

17. The rights, powers, privileges and franchises granted to the Company by this by-law, or the last mentioned agreement, may be assigned to any person or company upon such person or company executing and delivering to the Corporation a covenant under seal legally binding such person or company to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained.

18. This by-law shall not come into force or take effect until it has been assented to by the Municipal electors as provided by *The Municipal Act* with respect to by-laws requiring the assent of the electors.

19. The franchise hereby granted shall cease to exist and no longer be binding upon the Corporation unless the Company, or its assignee, shall be ready to supply gas to the citizens of Oakville within ten months from the date of the passing hereof.

Passed this 14th day of January, 1929.

TOWN OF OAKVILLE,

THOS. A. BLAKELOCK, *Mayor*.

A. E. RYAN, *Clerk*.

SCHEDULE "B."

BY-LAW NO. 442 OF THE CORPORATION OF THE TOWNSHIP OF TRAFALGAR.

The Council of the Corporation of the Township of Trafalgar, enacts as follows:—

1. The consent, permission and authority of the Corporation of the Township of Trafalgar (hereinafter referred to as the Corporation) are hereby given, and an exclusive franchise for a period of thirty years from January first, one thousand nine hundred and twenty-nine, is hereby granted to United Fuel Investments Limited (hereinafter referred to as the Company, which expression where the context admits, shall include its successors and assigns) to enter upon all streets and public squares, and all lanes and other public places, now or at any time hereafter within the jurisdiction of the Council, to dig trenches and lay and bury therein, and to maintain, operate and repair mains and pipes of such sizes as the said Company may require for the transportation and distribution and supply of gas in the said Township of Trafalgar for fuel and lighting purposes, together with the right to construct and maintain and repair under the surface of such streets and public squares and lanes and public places all necessary regulators, valves, curb boxes, safety appliances, and other appurtenances that may be necessary in connection with the transportation and distribution and supply of gas. Provided however, that if at any time during the period of the franchise hereby granted the Company shall not be serving the inhabitants of some specific area in that part of the Township lying to the north of the Concession Line between the First and Second Concessions north of Dundas Street, and if *bona fide* negotiations shall be entered into between the Corporation and some other person or company looking to such other person or company supplying the inhabitants of such area with gas, then the Corporation may deliver to the company notice in writing requiring it to extend its mains and lines of pipe so as to enable it to supply gas within the said specific area and if the company shall not agree, in writing, with the said Corporation, within two months after delivery of such notice, so to extend its mains and lines of pipe, or if having so agreed the Company shall not actually so extend such mains and lines of pipe within twelve months after delivery of such notice, and if the Corporation shall thereupon grant a franchise to such other person or company in respect of such specific area, then this franchise in respect of such specific area shall cease to be inclusive, but the franchise granted to such other person or company in respect of such specific area shall be and become void, and the franchise hereby granted shall again become exclusive in respect of such specific area, if such other

person or company shall fail to construct mains and lines of pipe so as to enable him or it to supply with gas the inhabitants of such specific area within two years after the delivery of the said notice in writing.

2. The Company shall well and sufficiently restore forthwith to as good a condition as they were in before, all streets and public squares, and all lanes and public places, which it may excavate or interfere with in the course of the construction or repairing or removal of its gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas, and shall make good any subsidence thereafter caused by any such excavation, and well and sufficiently indemnify the Corporation against all expenses, damages and costs it may from time to time incur, or be put to by reason of the construction, repair or removal, maintenance or operation of said gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas; and in the event of the Company failing at any time to do any work required by this section, the Corporation may forthwith do such work and charge the cost thereof to the Company, which shall pay the same on demand.

3. No excavation or opening or work which may disturb or interfere with the surface or condition of any street or public square or lane or public place shall be made or done unless a permit therefor shall have been granted by the Township Engineer, and all such work shall be done under his supervision, and to his satisfaction, and in cases where an inspector on behalf of the Corporation is considered necessary by him, the wages of such inspector shall be paid by the Company.

The location of all pipes or works on streets and public squares and lanes and public places, shall be subject to the direction and approval of the said Engineer.

4. The Company before beginning any work in the said Township of Trafalgar under this by-law shall file with the said Engineer a plan drawn to a scale, showing the streets and public squares, and lanes and public places, in which it proposes to lay mains, pipes and construct work, and the particular parts thereof, or proposes to occupy for each of such purposes, together with definite written specifications of the mains, pipes and works proposed to be laid or constructed by it, specifying the materials and dimensions of such pipes and the depth at which such mains, pipes and works are to be laid, and similar plans and specifications shall be filed with the said Engineer of all extensions of or additions to such mains, pipes or works before any such extension or addition shall be begun.

5. All rights now used in connection with the supplying of public services are to be in no way affected or impaired by any privilege hereby granted to the Company and the mains, pipes and works of the Company must be laid, constructed and maintained without interference therewith, and subject to the rights hereby conferred upon the Company the Corporation expressly reserves the right hereafter to lay down, or to permit to be laid down in the said streets and public squares, lanes and public places, now or hereafter within the jurisdiction of the Council, sewers, culverts, drains, water pipes and conduits and other plants and equipment of the Corporation used in connection with the supplying of public services, and to alter, improve and repair said streets and public squares, lanes and public places whenever the Corporation shall deem that the same is necessary or desirable.

6. The Company shall make good to the Corporation all damages or loss which may be caused to any water pipe, roadway, pavement or other property of the Corporation, by the works or operations of the Company or by the escape or leakage of gas and all expenses incurred by the Corporation by reason of such works or operations, or by any escape or leakage of gas, and the Company shall indemnify and save harmless the Corporation against all claims made for damages or loss, and against all damages, costs and expenses which may at any time be suffered, paid or incurred by reason of the exercise by the Company of the powers and privileges hereby granted.

7. The Company shall use at all times all proper and practicable means to prevent the escape or leakage of gas from its mains and pipes and the causing of damage or injury therefrom to any person or property.

8. The Company shall render its accounts monthly, and shall not charge the Corporation or consumers within the limits of the said Municipality, more than One Dollar (\$1.00) per thousand cubic feet of gas;

As the Company is dependent for its source of supply upon the Hamilton By-Product Coke Ovens Limited, which use bituminous coal as a raw material in its manufacturing plant, should the price of this raw material be materially increased, due to strikes or other conditions above a base price of Five Dollars (\$5.00) per ton for such coal delivered at Hamilton, the price of gas may be increased to the consumer in accordance with the following method:

(a) For each increase of Ten cents (.10) per ton in the delivered cost of coal at Hamilton, the price of gas shall be increased One cent (.01) per thousand cubic feet, it being understood that the price of gas shall be reduced when the cost of coal returns to the said price of Five Dollars (\$5.00) per ton; such increase or decrease not to be applied except in uniform advances or reductions of Five cents (.05) per thousand; subject always to a discount of Five cents (.05) per thousand cubic feet on all bills paid within fourteen days after presentation thereof.

(b) In addition to the charges aforesaid the said Company shall be entitled to charge each consumer a service charge of Fifty cents (.50) per month for each meter from the date the said meter is installed until notice is received by the said Company to remove the same. Meters shall be furnished by the Company to all consumers of its gas.

(c) The Company shall also be entitled to charge One Dollar (\$1.00) for each meter or regulator re-set at the request of the customer.

(d) No charge shall be made by the Company for any supply pipe from the main to the limit of the street in which such main has been laid, but the Company shall be entitled to make a charge for the installation of the supply pipe from the line of the street in which the main has been laid, to the building, house or other erection to which gas is to be supplied, at the point where the meter of the Company is installed.

(e) Nothing herein contained shall prevent the Company from charging consumers who use gas for industrial or heating purposes or for other purposes requiring large amounts such special rates lower than those charged to other consumers as the Company may deem advisable.

9. The Company shall supply gas at prices not greater than the prices hereinbefore mentioned, to the Corporation, and to all inhabitants of the said Municipality occupying property adjoining those parts of streets, public squares, lanes and public places under which mains of the Company have been laid and are in operation, who desire to be supplied and who execute and deliver to the Company contracts to pay the rates aforesaid, and to be bound by the Company's general rules and regulations; which rules and regulations shall not be inconsistent herewith; the Company to have the right to cease to supply any such customer during any time when he shall be in arrears in respect of the Company's charges as authorized under this by-law. If any such applicant shall not be the owner of the premises for which the supply of gas is desired, the Company may require the applicant to furnish adequate security for the payment by him of the Company's charges, such security to be by guarantee bond or cash deposit, which in the opinion of the Company shall be adequate security for the payment by the applicant of the Company's charges.

10. Whenever there shall be tendered to the Company *bona fide* applications and contracts to purchase gas to the amount of 200,000 cubic feet per month for at least one year, such gas to be supplied within a radius of a quarter of a mile from any point in a then existing line of pipe laid down by the Company in the said Municipality (which applications and contracts shall conform to the Company's general rules and regulations

not inconsistent herewith), together with adequate security from each applicant, for the payment by him of the Company's charges then and in every such case the Council of the Corporation may order and direct that the Company within three months thereafter shall extend its line of pipe and furnish gas to such applicants in the manner, and on the conditions hereinbefore provided so far as its facilities will permit.

11. The Company shall pay the costs, charges and expenses of the Corporation and of its solicitor of and incidental to the preparation and passing of this by-law, and of the submission thereof for the assent of the electors of the Township of Trafalgar.

12. In the event of the Company being prevented from carrying out its obligations under this by-law, by reason of any cause beyond its control, the Company shall be relieved from such obligation while such disability continues, and in the event of a dispute as to the existence of such disability the Ontario Railway and Municipal Board shall decide whether such disability actually exists.

13. In case either party deems it necessary or advisable to obtain ratification of this by-law by the Legislature of the Province of Ontario, the other party will concur and assist in obtaining such ratification.

14. If the Company shall at any time for a period of two months cease or fail to supply gas to the consumers in the Township of Trafalgar in accordance with the terms of this by-law, the Council may by by-law terminate the rights and privileges granted hereby, and the Company thereafter shall have the right (but shall not be required) to remove all its mains, pipes, plant and works laid in the streets, public squares, lanes and public places of the said Municipality by the Company; and in the event of same not being removed in one year from such termination, the same, or so much thereof as shall not have been removed shall become the property of the said Corporation.

15. Upon the expiration of the said period of thirty years the Company shall have the right, but nothing herein contained shall require it, to remove its mains, pipes, plant and works laid in the streets and public squares, lanes and public places and for such purpose shall have one year to affect the removal of the same; provided, however, that nothing herein contained shall prevent the Corporation and the Company from entering into a new arrangement for the continued supply of gas.

16. The rights, powers and privileges of the Company hereunder shall be deemed to be in addition to any other rights, power and privileges conferred upon it by any statute or other lawful enactment of any duly constituted authority.

17. This by-law and the rights, powers, privileges and franchises hereby granted shall not take effect and be binding upon the Corporation unless within eight months after the final passing hereof, the Company, or (in the event of the said rights, powers, privileges and franchises having been assigned in the meantime as hereinafter provided to some other person or company) the assignee of the Company shall execute and deliver to the Corporation a covenant duly executed by the Company or its assignee under seal to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained. An agreement between the Corporation and the Company, or its assignee, as the case may be, embodying all the terms, conditions and provisions of this by-law (except of this paragraph) shall thereupon be prepared and executed by the parties thereto, and the Reeve and Clerk of the Corporation are hereby authorized to execute the said agreement on behalf of the Corporation, and to affix the seal of the Corporation thereto.

18. The rights, powers, privileges and franchises granted to the Company by this by-law and or the last mentioned agreement, may be assigned to any person or company upon such person or company executing and delivering to the Corporation a covenant under seal legally binding such person or company to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained.

19. This by-law shall not come into force, or take effect until it has been assented to by the Municipal electors as provided by *The Municipal Act* with respect to by-laws requiring the assent of the electors.

20. The franchise hereby granted shall cease to exist and no longer be binding upon the Corporation unless the Company, or its assignee, shall be ready to supply gas to the citizens of the Township of Trafalgar within ten months from the date of the passing hereof.

Third reading, January 14th, 1929.

(SEAL)

A. BUCK, *Deputy Reeve.*

S. H. ALBERTSON, *Clerk.*

SCHEDULE "C."

BY-LAW NO. 869 OF THE CORPORATION OF THE TOWNSHIP OF NELSON.

The Council of the Corporation of the Township of Nelson, enacts as follows:—

1. The consent, permission and authority of the Corporation of the Township of Nelson (hereinafter referred to as the Corporation) are hereby given, and an exclusive franchise for a period of thirty years from January first one thousand nine hundred and twenty-nine, is hereby granted to United Fuel Investments Limited (hereinafter referred to as the Company, which expression where the context admits, shall include its successors and assigns) to enter upon all streets and public squares, and all lanes and other public places in all parts of Concessions Two, Three and Four south of Dundas Street and in Brant's Block now or at any time hereafter within the jurisdiction of the Council to dig trenches and lay and bury therein, and to maintain, operate and repair mains and pipes of such sizes as the said Company may require for the transportation and distribution and supply of gas in the said portion of the Township of Nelson for fuel and lighting purposes, together with the right to construct and maintain and repair under the surface of such streets and public squares and lanes and public places all necessary regulators, valves, curb boxes, safety appliances, and other appurtenances that may be necessary in connection with the transportation and distribution and supply of gas.

2. The Company shall well and sufficiently restore forthwith to as good a condition as they were in before, all streets and public squares, and all lanes and public places, which it may excavate or interfere with in the course of the construction or repairing or removal of its gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas, and shall make good any subsidence thereafter caused by any such excavation, and well and sufficiently indemnify the Corporation against all expenses, damages and costs it may from time to time incur, or be put to by reason of the construction, repair or removal, maintenance or operation of said gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas; and in the event of the Company failing at any time to do any work required by this section, the Corporation may forthwith do such work and charge the cost thereof to the Company, which shall pay the same on demand.

3. No excavation or opening or work which may disturb or interfere with the surface or condition of any street or public square or lane or public place shall be made or done unless a permit therefor shall have been granted by the Township Engineer, and all such work shall be done under his supervision, and to his satisfaction, and in cases where an inspector on behalf of the Corporation is considered necessary by him, the wages of such inspector shall be paid by the Company.

The location of all pipes, or works on streets and public squares and lanes and public places, shall be subject to the direction and approval of the said Engineer.

4. The Company before beginning any work in the said Township of Nelson under this by-law shall file with the said Engineer a plan drawn to a scale, showing the streets and public squares, and lanes and public places, in which it proposes to lay mains, pipes and construct work, and the particular parts thereof, or proposes to occupy for each of such purposes, together with definite written specifications of the mains, pipes and works proposed to be laid or constructed by it, specifying the materials and dimensions of such pipes and the depth at which such mains, pipes and works are to be laid, and similar plans and specifications shall be filed with the said Engineer of all extensions of or additions to such mains, pipes or works before any such extension or addition shall be begun.

5. All rights now used in connection with the supplying of public services are to be in no way affected or impaired by any privilege hereby granted to the Company and the mains, pipes and works of the Company must be laid, constructed and maintained without interference therewith, and subject to the rights hereby conferred upon the company the Corporation expressly reserves the right hereafter to lay down, or to permit to be laid down in the said streets and public squares, lanes and public places, now or hereafter within the jurisdiction of the Council, sewers, culverts, drains, water pipes and conduits and other plants and equipment of the Corporation used in connection with the supplying of public services, and to alter, improve and repair said streets and public squares, lanes and public places whenever the Corporation shall deem that the same is necessary or desirable.

6. The Company shall make good to the Corporation all damage or loss which may be caused to any water pipe, roadway, pavement or other property of the Corporation, by the works or operations of the Company or by the escape or leakage of gas and all expenses incurred by the Corporation by reason of such works or operations, or by any escape or leakage of gas, and the Company shall indemnify and save harmless the Corporation against all claims made for damages or loss, and against all damages, costs and expenses which may at any time be suffered, paid or incurred by reason of the exercise by the Company of the powers and privileges hereby granted.

7. The Company shall use at all times all proper and practicable means to prevent the escape or leakage of gas from its mains and pipes and the causing of damage or injury therefrom to any person or property.

8. The Company shall render its accounts monthly, and shall not charge the Corporation or consumers within the limits of the said Municipality, more than One Dollar (\$1.00) per thousand cubic feet of gas;

As the Company is dependent for its source of supply upon the Hamilton By-Product Coke Ovens Limited, which use bituminous coal as a raw material in its manufacturing plant, should the price of this raw material be materially increased, due to strikes or other conditions above a base price of Five Dollars (\$5.00) per ton for such coal delivered at Hamilton, the price of gas may be increased to the consumer in accordance with the following method:

(a) For each increase of Ten cents (.10) per ton in the delivered cost of coal at Hamilton, the price of gas shall be increased One cent (.01) per thousand cubic feet; it being understood that the price of gas shall be reduced when the cost of coal returns to the said price of Five Dollars (\$5.00) per ton; such increase or decrease not to be applied except in uniform advances or reductions of Five cents (.05) per thousand; subject always to a discount of Five cents (.05) per thousand cubic feet on all bills paid within fourteen days after presentation thereof.

(b) In addition to the charges aforesaid the said Company shall be entitled to charge each consumer a service charge of Fifty cents (.50) per month for each meter from the date the said meter is installed until notice

is received by the said Company to remove the same. Meters shall be furnished by the Company to all consumers of its gas.

(c) The Company shall also be entitled to charge One Dollar (\$1.00) for each meter or regulator re-set at the request of the customer.

(d) No charge shall be made by the Company for any supply pipe from the main to the limit of the street in which such main has been laid, but the Company shall be entitled to make a charge for the installation of the supply pipe from the line of the street in which the main has been laid, to the building, house or other erection to which gas is to be supplied, at the point where the meter of the Company is installed.

(e) Nothing herein contained shall prevent the Company from charging consumers who use gas for industrial or heating purposes or for other purposes requiring large amounts such special rates lower than those charged to other consumers as the Company may deem advisable.

9. The Company shall supply gas at prices not greater than the prices hereinbefore mentioned, to the Corporation, and to all inhabitants of the said Municipality occupying property adjoining those parts of streets, public squares, lanes and public places under which mains of the Company have been laid and are in operation, who desire to be supplied and who execute and deliver to the Company contracts to pay the rates aforesaid, and to be bound by the Company's general rules and regulations; which rules and regulations shall not be inconsistent herewith; the Company to have the right to cease to supply any such customer during any time when he shall be in arrears in respect of the Company's charges as authorized under this by-law. If any such applicant shall not be the owner of the premises for which the supply of gas is desired, the Company may require the applicant to furnish adequate security for the payment by him of the Company's charges, such security to be by guarantee bond or cash deposit, which in the opinion of the Company shall be adequate security for the payment by the applicant of the Company's charges.

10. Whenever there shall be tendered to the Company *bona fide* applications and contracts to purchase gas to the amount of 200,000 cubic feet per month for at least one year, such gas to be supplied within a radius of a quarter of a mile from any one point in a then existing line of pipe laid down by the Company in the said Municipality (which applications and contracts shall conform to the Company's general rules and regulations not inconsistent herewith), together with adequate security from each applicant, for the payment by him of the Company's charges then and in every such case the Council of the Corporation may order and direct that the Company within three months thereafter shall extend its line of pipe and furnish gas to such applicants in the manner, and on the conditions hereinbefore provided so far as its facilities will permit.

11. The Company shall pay the costs, charges and expenses of the Corporation and of its solicitor of and incidental to the preparation and passing of this by-law, and of the submission thereof for the assent of the electors of the Township of Nelson.

12. In the event of the Company being prevented from carrying out its obligations under this by-law, by reason of any cause beyond its control, the Company shall be relieved from such obligation while such disability continues, and in the event of a dispute as to the existence of such disability the Ontario Railway and Municipal Board shall decide whether such disability actually exists.

13. In case either party deems it necessary or advisable to obtain ratification of this by-law by the Legislature of the Province of Ontario, the other party will concur and assist in obtaining such ratification.

14. If the Company shall at any time for a period of two months cease or fail to supply gas to the consumers in the Township of Nelson in accordance with the terms of this by-law, the Council may by by-law terminate the rights and privileges granted hereby, and the Company thereafter shall have the right (but shall not be required) to remove all

its mains, pipes, plant and works laid in the streets, public squares, lanes and public places of the said Municipality by the Company; and in the events of same not being removed in one year from such termination the same, or so much thereof as shall not have been removed shall become the property of the said Corporation.

15. Upon the expiration of the said period of thirty years the Company shall have the right, but nothing herein contained shall require it, to remove its mains, pipes, plant and works laid in the streets and public squares, lanes and public places and for such purpose shall have one year to effect the removal of the same; provided, however, that nothing herein contained shall prevent the Corporation and the Company from entering into a new arrangement for the continued supply of gas.

16. The rights, powers and privileges of the Company hereunder shall be deemed to be in addition to any other rights, powers and privileges conferred upon it by any statute or other lawful enactment of any duly constituted authority.

17. This by-law and the rights, powers, privileges and franchises hereby granted shall not take effect and be binding upon the Corporation unless within eight months after the final passing hereof, the Company, or (in the event of the said rights, powers, privileges and franchises having been assigned in the meantime as hereinafter provided to some other person or company) the assignee of the Company shall execute and deliver to the Corporation a covenant duly executed by the Company or its assignee under seal to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained. An agreement between the Corporation and the Company, or its assignee, as the case may be, embodying all the terms, conditions and provisions of this by-law (except of this paragraph) shall thereupon be prepared and executed by the parties thereto, and the Reeve and Clerk of the Corporation are hereby authorized to execute the said agreement on behalf of the Corporation and to affix the seal of the Corporation thereto.

18. The rights, powers, privileges and franchises granted to the Company by this by-law and of the last mentioned agreement, may be assigned to any person or company upon such person or company executing and delivering to the Corporation a covenant under seal legally binding such person or company to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained.

19. This by-law shall not come into force, or take effect until it has been assented to by the Municipal electors as provided by *The Municipal Act* with respect to by-laws requiring the assent of the electors.

20. The franchise hereby granted shall cease to exist and no longer be binding upon the Corporation unless the Company, or its assignee, shall be ready to supply gas to the citizens of the Township of Nelson within ten months from the date of the passing hereof.

By-law passed this 20th day of February, A.D. 1929.

H. M. PETTIE, *Reeve*.

J. E. RICHARDSON, *Clerk*.

(Seal)

SCHEDULE "D."

BY-LAW No. 70.

RE FRANCHISE—UNITED FUEL INVESTMENTS, LIMITED.

The Burlington Beach Commission enacts as follows:

1. The consent, permission and authority of the Burlington Beach Commission (hereinafter referred to as the Commission) are hereby given, and an exclusive franchise for a period of thirty years from January first, one thousand nine hundred and twenty-nine, is hereby granted to United Fuel Investments, Limited (hereinafter referred to as the Company, which expression where the context admits, shall include its successors and assigns) to enter upon all streets and public grounds, and all lanes and other public

places, now or at any time hereafter within the jurisdiction of the Commission, to dig trenches and lay and bury therein, and to maintain, operate and repair mains and pipes of such sizes as the said Company may require for the transportation and distribution and supply of gas across and in Burlington Beach, for fuel, heating and lighting purposes, together with the right to construct and maintain and repair under the surface of such streets and public grounds and lanes and public places all necessary regulators, valves, curb boxes, safety appliances, and other appurtenances that may be necessary in connection with the transportation and distribution and supply of gas.

2. The Company shall well and sufficiently restore forthwith to as good a condition as they were in before to the satisfaction of the Commission all streets and public grounds, and all lanes and public places, which it may excavate or interfere with in the course of the construction, repairing or removal of its gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas, and shall make good any subsidence thereafter caused by any such excavation, and shall well and sufficiently indemnify the Commission against all expenses, damages and costs it may from time to time incur, or be put to by reason of the construction, repair, removal, maintenance or operation of said gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas; and in the event of the Company failing at any time to do any work required by this section, the Commission may forthwith do such work and charge the cost thereof to the Company, which shall pay the same on demand.

3. No excavation or opening or work which may disturb or interfere with the surface or condition of any street or public ground or lanes or public places shall be made or done unless a permit therefor shall have been granted by the Commission and all such work shall be done under its supervision, and to its satisfaction, and in cases where an Inspector on behalf of the Commission is considered necessary by it, the wages of such Inspector shall be paid by the Company.

The location of all pipes, or works on streets and public grounds and lanes and public places, shall be subject to the direction and approval of the said Commission.

4. The Company before beginning any work in the said Burlington Beach under this by-law shall file with the said Commission a plan drawn to a scale, showing the streets and public grounds and lanes and public places, in which it proposes to lay mains and pipes and construct work, and the particular parts thereof or proposes to occupy for each of such purposes, together with definite written specifications of the mains, pipes and works proposed to be laid or constructed by it, specifying the materials and dimensions of such pipes and the depth at which such mains, pipes and works are to be laid, and similar plans and specifications shall be filed with the said Commission of all extensions of or additions to such mains, pipes or works before any such extension or addition shall be begun.

5. All rights now used or granted in connection with the supplying of public services are to be in no way affected or impaired by any privilege hereby granted to the Company, and the mains, pipes and works of the Company must be laid, constructed and maintained without interference therewith, and subject to the rights hereby conferred upon the Company the Commission expressly reserves the right hereafter to lay down, or to permit to be laid down in the said streets and public grounds, lanes and public places, now or hereafter within the jurisdiction of the Commission, sewers, culverts, drains, water pipes and conduits and other plant and equipment of the Commission used in connection with the supplying of public services, and to alter, improve, and repair said streets and public grounds, lanes and public places whenever the Commission shall deem that the same is necessary or desirable.

6. The Company shall make good to the Commission all damage or loss which may be caused to any water pipe, roadway, pavement or other property of the Commission, by the works or operations of the Company

or by the escape or leakage of gas and all expenses incurred by the Commission by reason of such works or operations, or by any escape or leakage of gas, and the Company shall indemnify and save harmless the Commission against all claims made for damages or loss, and against all damages, costs and expenses which may at any time be suffered, paid or incurred by reason of the exercise by the Company of the powers and privileges hereby granted.

7. The Company shall use at all times all proper and practicable means to prevent the escape or leakage of gas from its mains and pipes and the causing of damage or injury therefrom to any person or property.

8. The Company shall render its accounts monthly, and shall not charge the Commission or consumers within the limits of the said Burlington Beach, more than One Dollar (\$1.00) per thousand cubic feet of gas.

As the Company is dependent for its source of gas supply upon the Hamilton By-Product Coke Ovens, Limited, which uses bituminous coal as a raw material in its manufacturing plant, should the price of this raw material be materially increased, due to strikes or other conditions above a base price of Five Dollars (\$5.00) per ton for such coal delivered at Hamilton, the price of gas may be increased to the consumer in accordance with the following methods:

(a) For each increase of ten cents (.10) per ton in the delivered cost of coal at Hamilton, the price of gas shall be increased one cent (.01) per thousand cubic feet; it being understood that the price of gas shall be reduced when the cost of coal returns to the said price of Five Dollars (\$5.00) per ton; such increase or decrease not to be applied except in uniform advances or reductions of five cents (.05) per thousand; subject always to a discount of five cents (.05) per thousand cubic feet on all bills paid within fourteen days after the presentation thereof.

(b) In addition to the charges aforesaid the said Company shall be entitled to charge each consumer a service charge of fifty cents (.50) per month for each meter from the date the said meter is installed until notice is received by the said Company to remove same. Meters shall be furnished by the Company to all consumers of its gas.

(c) The Company shall also be entitled to charge One Dollar (\$1.00) for each meter or regulator re-set at the request of the customer.

(d) No charge shall be made by the Company for any supply pipe from a lateral or trunk line main to the limit of the street in which such main has been laid, but the Company shall be entitled to make a charge for the installation of the supply pipe from the line of the street in which the main has been laid, to the building, house or other erection to which gas is to be supplied, at the point where the meter of the Company is installed.

(e) Nothing herein contained shall prevent the Company from charging consumers who use gas for industrial or heating purposes or for other purposes requiring large amounts such special rates lower than those charged to other consumers as the Company may deem advisable.

9. The Company shall supply gas at prices not greater than the prices hereinbefore mentioned, to the Commission, and to all inhabitants of the said Burlington Beach, who desire to be supplied and who execute and deliver to the Company contracts to pay the rates aforesaid, and to be bound by the Company's general rules and regulations; which rules and regulations shall not be inconsistent herewith; the Company to have the right to cease to supply any such customer during any time when he shall be in arrears in respect of the Company's charges as authorized under this by-law. If any such applicant shall not be the owner of the premises for which the supply of gas is desired, the Company may require the applicant to furnish adequate security for the payment by him of the Company's charges, such security to be by guarantee bond or cash deposit, which in the opinion of the Company shall be adequate security for the payment by the applicant of the Company's charges.

10. The Company shall pay the costs, charges and expenses of the Commission and of its solicitor of and incidental to the preparation and passing of this by-law.

11. In the event of the Company being prevented from carrying out its obligations under this by-law, by reason of any cause beyond its control, the Company shall be relieved from such obligation while such disability continues, and in the event of a dispute as to the existence of such disability the Ontario Railway and Municipal Board shall decide whether such disability actually exists.

12. In case either party deems it necessary or advisable to obtain ratification of this by-law by the Legislature of the Province of Ontario or the Lieutenant-Governor in Council, the other party will concur and assist in obtaining such ratification.

13. If the Company shall at any time for a period of two months cease or fail to supply gas to the consumers in Burlington Beach in accordance with the terms of this by-law, the Commission may by by-law terminate the rights and privileges granted hereby, and the Company thereafter shall have the right (but shall not be required) to remove all its mains, pipes, plant and works laid in the streets, public grounds, lanes and public places of the said Burlington Beach by the Company; and in the event of same not being removed within one year from such termination, the same, or so much thereof as shall not have been removed, shall become the property of the said Commission.

14. Upon the expiration of the said period of thirty years the Company shall have the right, but nothing herein contained shall require it, to remove its mains, pipes, plant and works laid in the streets and public grounds, lanes and public places and for such purpose shall have one year to effect the removal of the same, and in the event of same not being removed within one year from the expiration of the said period of thirty years, the same or so much thereof as shall not have been removed shall become the property of the said Commission; provided, however, that nothing herein contained shall prevent the Commission and the Company from entering into a new arrangement for the continued supply of gas.

15. The rights, powers and privileges of the Company hereunder shall be deemed to be in addition to any other rights, powers and privileges conferred upon it by any statute or other lawful enactment of any duly constituted authority.

16. This by-law and the rights, powers, privileges and franchises hereby granted shall not take effect and be binding upon the Commission unless within three months after the final passing hereof the Company and (in the event of the said rights, powers, privileges and franchises having been assigned in the meantime as hereinafter provided to some other person or Company) the assignee of the Company shall execute and deliver to the Commission a covenant duly executed by the Company and its assignee, if any, under seal, to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained. An agreement between the Commission and the Company and its assignee, if any, embodying all the terms, conditions and provisions of this by-law (except of this paragraph) shall thereupon be prepared and executed by the parties thereto, and the Chairman and Secretary of the said Commission are hereby authorized to execute the said agreement on behalf of the Commission, and to affix the seal of the Commission thereto.

17. The rights, powers, privileges and franchises granted to the Company by this by-law and/or the last-mentioned agreement, may be assigned to any person or Company upon such person or Company executing and delivering to the Commission a covenant under seal legally binding such person or Company to perform, observe and comply with all the agreements, obligations, terms and conditions herein and in said agreement contained, but so that the obligations of the Company hereunder and under said agreement shall not be avoided.

18. The Company or its Assignee shall commence within three months after the passing of this by-law to lay its pipes in the said Burlington

Beach and shall within ten months from the date of the passing hereof be ready to supply gas to all inhabitants thereof requiring such supply. If the Company or its Assignee shall not have commenced to lay its pipes in Burlington Beach within the period of three months mentioned aforesaid and within the period of ten months aforesaid be ready and willing to supply therefrom with gas all inhabitants requiring such supply, the Commission may by resolution or by-law terminate the rights and privileges granted by this by-law and the Company thereafter shall have the right (but shall not be required) to remove all its mains, pipes, plant and works laid in the streets and public grounds, lanes and public places of the said Burlington Beach by the Company; and in the event of the same not being removed within one year after receiving notice of the passing of such resolution or by-law or so much thereof as shall not have been removed the same shall become the property of the said Commission, in which case the Company shall restore the streets and public grounds, lanes and public places from which its mains, pipes, plant and works have been removed to as good a condition as they were in before and to the satisfaction of the Commission.

19. The Company shall pay to the Commission the sum of \$500.00 annually during the said period of thirty years for the rights, powers, privileges and franchises hereby and by said proposed agreement to be granted and the said annual payment of \$500.00 shall be accepted by the Commission in lieu of any claim by the Commission for taxes, assessments and rates against the Company or its property on Burlington Beach. The first of said \$500.00 payments shall be made on the first day of January, 1930, and annually thence thereafter during the whole of said period and in default of payment of any of such instalments within three months from the first day of January in any year the Commission may by by-law terminate the rights and privileges hereby granted and the Company thereafter shall have the right (but shall not be required) to remove all its mains, pipes, plant and works laid in the streets, public grounds, lanes and public places of the said Burlington Beach by the Company; and in the event of same not being removed within one year from such termination, the same, or so much thereof as shall not have been removed, shall become the property of the said Commission.

Passed this 19th day of December, A.D. 1928.

THE BURLINGTON BEACH COMMISSION.

JAS. CROOKS,
Chairman.

R. L. OATEN,
Secretary.

(Seal)

SCHEDULE "E."

BY-LAW No. 1 OF THE BOARD OF TRUSTEES OF THE POLICE VILLAGE OF BRONTE.

The Board of Trustees of the Police Village of Bronte enact as follows:

1. The consent, permission and authority of the Board of Trustees of the Police Village of Bronte (hereinafter referred to as the Corporation) are hereby given, and an exclusive franchise for a period of thirty years from January First, One thousand nine hundred and twenty-nine, is hereby granted to United Fuel Investments, Limited (hereinafter referred to as the Company, which expression where the context admits shall include its successors and assigns), to enter upon all streets and public squares, and all lanes and other public places, now or at any time hereafter within the said Police Village, to dig trenches and lay and bury therein, and to maintain, operate and repair mains and pipes of such sizes as the said Company may require for the transportation and distribution and supply of gas in the said Police Village, for fuel and lighting purposes, together with the right to construct and maintain and repair under the surface of

such streets and public squares and lanes and public places all necessary regulators, valves, curb boxes, safety appliances, and other appurtenances that may be necessary in connection with the transportation and distribution and supply of gas.

2. The Company shall well and sufficiently restore forthwith, to as good a condition as they were in before, all streets and public squares, and all lanes and public places, which it may excavate or interfere with in the course of the construction or repairing or removal of its gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas, and shall make good any subsidence thereafter caused by any such excavation, and well and sufficiently indemnify the Corporation against all expenses, damages and costs it may from time to time incur, or be put to by reason of the construction, repair or removal, maintenance or operation of said gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas; and in the event of the Company failing at any time to do any work required by this section, the Corporation may forthwith do such work and charge the cost thereof to the Company, which shall pay the same on demand.

3. No excavation or opening or work which may disturb or interfere with the surface or condition of any street or public square or lane or public place shall be made or done unless a permit therefor shall have been granted by the Chairman of the Board of Trustees of the Police Village of Bronte, and all such work shall be done under his supervision, and to his satisfaction, and in cases where an inspector on behalf of the Corporation is considered necessary by him, the wages of such inspector shall be paid by the Company.

The location of all pipes, or works on streets and public squares and lanes and public places, shall be subject to the direction and approval of the said Chairman.

4. The Company before beginning any work in the said Police Village under this by-law shall file with the said Chairman a plan drawn to scale, showing the streets and public squares, and lanes and public places, in which it proposes to lay mains, pipes and construct work, and the particular parts thereof or proposes to occupy for each of such purposes, together with definite written specifications of the mains, pipes and work proposed to be laid or constructed by it, specifying the materials and dimensions of such pipes and the depth at which such mains, pipes and works are to be laid, and similar plans and specifications shall be filed with the said Chairman of all extensions of or additions to such mains, pipes or works before any such extension or addition shall be begun.

5. All rights now used in connection with the supplying of public services are to be in no way affected or impaired by any privilege hereby granted to the Company and the mains, pipes and works of the Company must be laid, constructed and maintained without interference therewith, and subject to the rights hereby conferred upon the Company the Corporation expressly reserves the right hereafter to lay down, or to permit to be laid down in the said streets and public squares, lanes and public places, now or hereafter within the said Police Village, sewers, culverts drains, water pipes and conduits and other plants and equipment of the Corporation used in connection with the supplying of public services, and to alter, improve and repair said streets and public squares, lanes and public places whenever the Corporation shall deem that the same is necessary or desirable.

6. The Company shall make good to the Corporation all damage or loss which may be caused to any water pipe, roadway, pavement or other property of the Corporation, by the works or operations of the Company or by the escape or leakage of gas and all expenses incurred by the Corporation by reason of such works or operations, or by any escape or leakage of gas, and the Company shall indemnify and save harmless the Corporation against all claims made for damages or loss, and against all damages,

costs and expenses which may at any time be suffered, paid or incurred by reason of the exercise by the Company of the powers and privileges hereby granted.

7. The Company shall use at all times all proper and practicable means to prevent the escape or leakage of gas from its mains and pipes and the causing of damage or injury therefrom to any person or property.

8. The Company shall render its accounts monthly, and shall not charge the Corporation or consumers within the limits of the said Police Village more than One Dollar (\$1.00) per thousand cubic feet of gas.

As the Company is dependent for its source of supply upon the Hamilton By-Product Coke Ovens, Limited, which use bituminous coal as a raw material in its manufacturing plant, should the price of this raw material be materially increased, due to strikes or other conditions above a base price of Five Dollars (\$5.00) per ton for such coal delivered at Hamilton, the price of gas may be increased to the consumer in accordance with the following method:

(a) For each increase of Ten Cents (.10) per ton in the delivered cost of coal at Hamilton, the price of gas shall be increased One cent (.01) per thousand cubic feet; it being understood that the price of gas shall be reduced when the cost of coal returns to the said price of Five Dollars (\$5.00) per ton; such increase or decrease not to be applied except in uniform advances or reductions of five cents (.05) per thousand; subject always to a discount of Five cents (.05) per thousand cubic feet on all bills paid within fourteen days after presentation thereof.

(b) In addition to the charges aforesaid the said Company shall be entitled to charge each consumer a service charge of Fifty cents (.50) per month for each meter from the date the said meter is installed until notice is received by the said Company to remove the same. Meters shall be furnished by the Company to all consumers of its gas.

(c) The Company shall also be entitled to charge One Dollar (\$1.00) for each meter or regulator re-set at the request of the customer.

(d) No charge shall be made by the Company for any supply pipe from the main to the limit of the street in which such main has been laid, but the company shall be entitled to make a charge for the installation of the supply pipe from the line of the street in which the main has been laid, to the building, house or other erection to which gas is to be supplied, at the point where the meter of the Company is installed.

(e) Nothing herein contained shall prevent the Company from charging consumers who use gas for industrial or heating purposes or for other purposes requiring large amounts such special rates lower than those charged to other consumers as the Company may deem advisable.

9. The Company shall supply gas at prices not greater than the prices hereinbefore mentioned, to the Corporation, and to all inhabitants of the said Police Village occupying property adjoining those parts of streets, public squares, lanes and public places under which mains of the Company have been laid and are in operation, who desire to be supplied and who execute and deliver to the Company contracts to pay the rates aforesaid, and to be bound by the Company's general rules and regulations; which rules and regulations shall not be inconsistent herewith; the Company to have the right to cease to supply any such customer during any time when he shall be in arrears in respect of the Company's charges as authorized under this by-law. If any such applicant shall not be the owner of the premises for which the supply of gas is desired, the Company may require the applicant to furnish adequate security for the payment by him of the Company's charges, such security to be by guarantee bond or cash deposit, which in the opinion of the Company shall be adequate security for the payment by the applicant of the Company's charges.

10. The Company shall pay the costs, charges and expenses of the Corporation and of its solicitor of and incidental to the preparation and passing of this by-law, and of the submission thereof for the assent of the electors.

11. In the event of the Company being prevented from carrying out its obligation under this by-law, by reason of any cause beyond its control, the Company shall be relieved from such obligation while such disability continues, and in the event of a dispute as to the existence of such disability the Ontario Railway and Municipal Board shall decide whether such disability actually exists.

12. In case either party deems it necessary or advisable to obtain ratification of this by-law by the Legislature of the Province of Ontario, the other party will concur and assist in obtaining such ratification.

13. If the Company shall at any time for a period of two months cease or fail to supply gas to the consumers in the Police Village of Bronte, in accordance with the terms of this by-law, the Corporation may by by-law terminate the rights and privileges granted hereby, and the Company thereafter shall have the right (but shall not be required) to remove all its mains, pipes, plant and works laid in the streets, public squares, lanes and public places of the said Police Village by the Company; and in the event of same not being removed in one year from such termination the same, or so much thereof as shall not have been removed, shall become the property of the said Corporation.

14. Upon the expiration of the said period of thirty years the Company shall have the right, but nothing herein contained shall require it, to remove its mains, pipes, plant and works laid in the streets and public squares, lanes and public places and for such purpose shall have one year to effect the removal of the same; provided, however, that nothing herein contained shall prevent the Corporation and the Company from entering into a new arrangement for the continued supply of gas.

15. The rights, powers and privileges of the Company hereunder shall be deemed to be in addition to any other rights, powers and privileges conferred upon it by any statute or other lawful enactment of any duly constituted authority.

16. This by-law and the rights, powers, privileges and franchises hereby granted shall not take effect and be binding upon the Corporation unless within eight months after the final passing hereof the Company, or (in the event of the said rights, powers, privileges and franchises having been assigned in the meantime as hereinafter provided to some other person or company) the assignee of the Company shall execute and deliver to the Corporation a covenant duly executed by the Company or its assignee under seal to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained. An agreement between the Corporation and the Company, or its assignee, as the case may be, embodying all the terms, conditions and provisions of this by-law (except of this paragraph) shall thereupon be prepared and executed by the parties thereto, and the Chairman and Secretary of the Corporation are hereby authorized to execute the said agreement on behalf of the Corporation, and to affix the seal of the Corporation thereto.

17. The rights, powers, privileges and franchises granted to the Company by this by-law and/or the last mentioned agreement, may be assigned to any person or company upon such person or company executing and delivering to the Corporation a covenant under seal legally binding such person or company to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained.

18. This by-law shall not come into force or take effect until it has been assented to by the Municipal electors as provided by *The Municipal Act* with respect to by-laws requiring the assent of the electors.

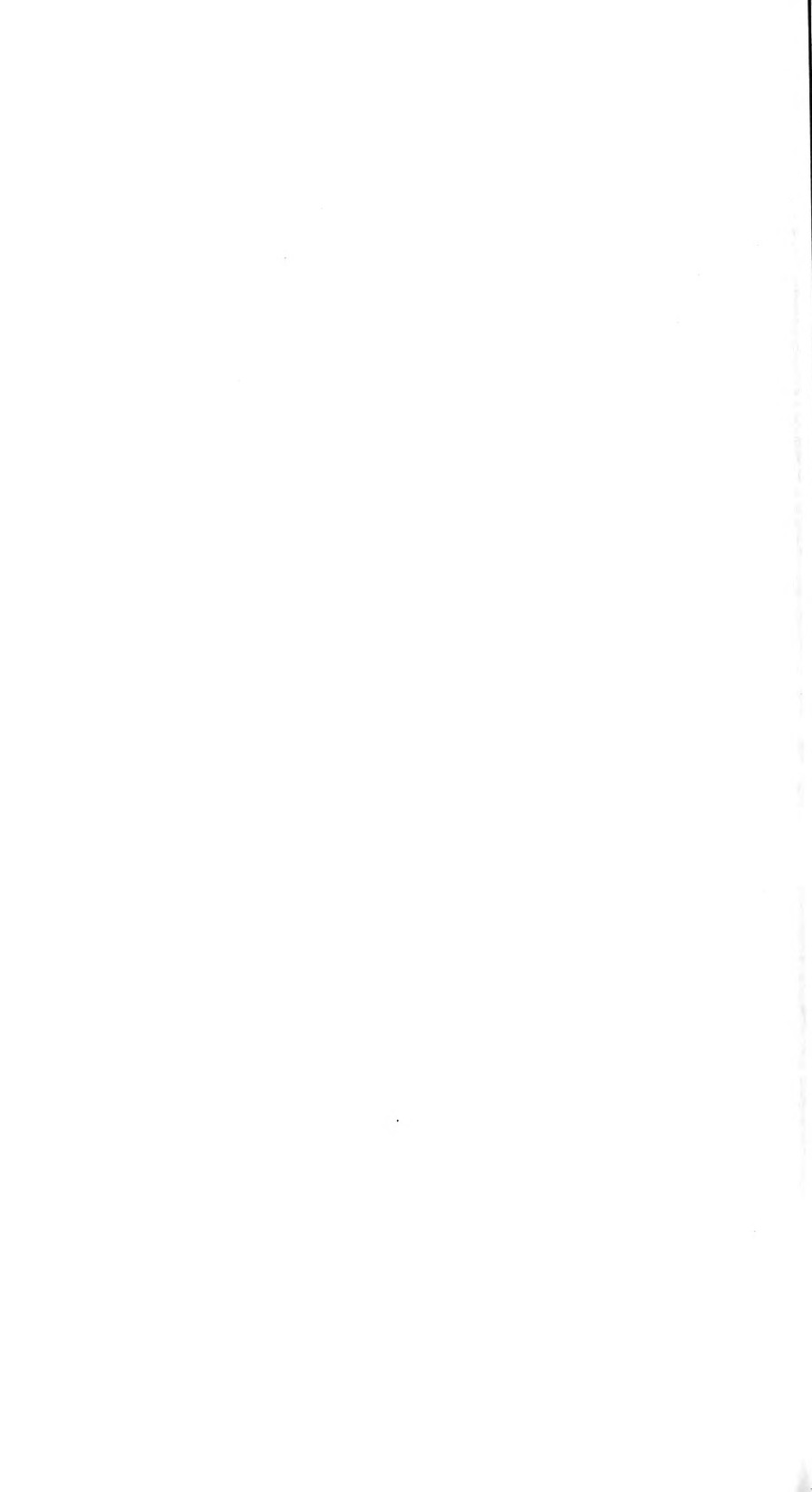
19. The franchise hereby granted shall cease to exist and no longer be binding upon the Corporation unless the Company, or its assignee, shall be ready to supply gas to the citizens of Bronte within ten months from the date of the passing hereof.

Passed this 23rd day of January, 1929.

(SEAL)

M. E. SKELTON, *Chairman.*

A. PATTERSON, *Secretary.*



BILL.

An Act respecting the United Fuel Investments, Ltd., the Town of Oakville, the Townships of Trafalgar and Nelson, Burlington Beach Commission and the Police Village of Bronte.

1st Reading

February 26th, 1929.

2nd Reading

3rd Reading

MR. MORRISON.

(Reprinted as amended by the Private Bills Committee.)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the United Fuel Investments, Limited, the Town of Oakville, the Townships of Trafalgar and Nelson, Burlington Beach Commission and the Police Village of Bronte.

WHEREAS the corporation of the town of Oakville, the Preamble, corporation of the township of Trafalgar, the corporation of the township of Nelson, the Burlington Beach Commission, the Board of Trustees of the Police Village of Bronte, and United Fuel Investments, Limited, have by petitions set forth that the by-laws set forth in schedules "A," "B," "C" and "E" to this Act were respectively submitted to the municipal electors of the said town, the said townships, and the said police village, as follows: by-law number 792 of the corporation of the town of Oakville, on December 14, 1928, when 677 electors voted for the by-law and 33 against it; by-law number 442 of the corporation of the township of Trafalgar, on December 28, 1928, when 193 electors voted for the by-law and none against it; by-law number 869 of the corporation of the township of Nelson, on December 22, 1928, when 80 electors voted for the by-law and 5 against it; by-law number 1 of the board of trustees of the police village of Bronte, on December 22, 1928, when 107 electors voted for the by-law and none against it; and whereas the said corporations and United Fuel Investments, Limited, have by their petitions prayed that an Act may be passed to confirm the said by-laws and also by-law number 70 of the Burlington Beach Commission as set forth in schedule "D" to this Act; and whereas it is expedient to grant the prayer of the said petitions;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. By-law number 792 passed by the council of the corporation of the town of Oakville as set forth in schedule "A" to this Act; by-law number 442 passed by the council of the By-laws confirmed.

corporation of the township of Trafalgar as set forth in schedule "B" to this Act; by-law number 869 passed by the council of the corporation of the township of Nelson as set forth in schedule "C" to this Act; by-law number 70 passed by the Burlington Beach Commission as set forth in schedule "D" to this Act; and by-law number 1 passed by the board of trustees of the police village of Bronte as set forth in schedule "E" to this Act, being by-laws granting to United Fuel Investments, Limited, and its assigns exclusive franchises for thirty years from January 1, 1929, to supply gas and to make use of the highways for such purpose, are hereby confirmed and declared to be legal, valid and binding on the said corporations and the said police village, and on the ratepayers thereof.

Agreements.

2. The said corporations and the trustees of the said police village may enter into such agreements with United Fuel Investments, Limited, and its assigns, as may be necessary for the purpose of carrying out the provisions of the said by-laws.

Mains, pipes
etc., to
become
property of
municipality
if not
removed.

3. If the company referred to in the by-laws scheduled hereto shall not remove all its mains, pipes, plant and works laid out in the streets, public squares, lanes and public places as set out in the said by-laws within one year after the expiration of the said period of thirty years or within one year after the expiration of any subsequent period or periods during which the company shall be authorized to retain and use the same, the said mains, pipes, plant and works or so much thereof as shall not have been so removed shall become the property of the corporation or corporations having under its or their jurisdiction the streets, public squares, lanes and public places in, on or under which the mains, pipes, plant and works which shall not have been removed are located.

Commence-
ment of
Act.

4. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "A."

BY-LAW NO. 792 OF THE CORPORATION OF THE TOWN OF OAKVILLE

The Council of the Corporation of the Town of Oakville, enacts as follows:—

1. The consent, permission and authority of the Corporation of the Town of Oakville (hereinafter referred to as the Corporation) are hereby given, and an exclusive franchise for a period of thirty years from January first, one thousand nine hundred and twenty-nine, is hereby granted to United Fuel Investments Limited (hereinafter referred to as the Company, which expression where the context admits, shall include its successors and assigns) to enter upon all streets and public squares, and all lanes and other public places, now or at any time hereafter within the jurisdiction of the Council, to dig trenches and lay and bury therein, and to maintain, operate and repair mains and pipes of such sizes as the said Company may require for the transportation and distribution and supply of gas in the said Town of Oakville, for fuel and lighting purposes, together with the right to construct and maintain and repair under the surface of such streets and public squares and lanes and public places all necessary regulators, valves, curb boxes, safety appliances, and other appurtenances that may be necessary in connection with the transportation and distribution and supply of gas.

2. The Company shall well and sufficiently restore forthwith to as good a condition as they were in before, all streets and public squares, and all lanes and public places, which it may excavate or interfere with in the course of the construction or repairing or removal of its gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas, and shall make good any subsidence thereafter caused by any such excavation, and well and sufficiently indemnify the Corporation against all expenses, damages and costs it may from time to time incur, or be put to by reason of the construction, repair or removal, maintenance or operation of said gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas; and in the event of the Company failing at any time to do any work required by this section, the Corporation may forthwith do such work and charge the cost thereof to the Company, which shall pay the same on demand.

3. No excavation or opening or work which may disturb or interfere with the surface or condition of any street or public square or lane or public place shall be made or done unless a permit therefor shall have been granted by the Town Engineer, and all such work shall be done under his supervision, and to his satisfaction, and in cases where an inspector on behalf of the Corporation is considered necessary by him, the wages of such inspector shall be paid by the Company.

The location of all pipes, or works on streets and public squares and lanes and public places, shall be subject to the direction and approval of the said Engineer.

4. The Company before beginning any work in the said Town of Oakville under this By-law shall file with the said Engineer a plan drawn to a scale, showing the streets and public squares, and lanes and public places, in which it proposes to lay mains, pipes and construct work, and the particular parts thereof or proposes to occupy for each of such purposes, together with definite written specifications of the mains, pipes and works proposed to be laid or constructed by it, specifying the materials and dimensions of such pipes and the depth at which such mains, pipes and works are to be laid, and similar plans and specifications shall be filed with the said Engineer of all extensions of or additions to such mains, pipes or works before any such extension or addition shall be begun.

5. All rights now used in connection with the supplying of public services are to be in no way affected or impaired by any privilege hereby granted to the Company and the mains, pipes and works of the Company must be laid, constructed and maintained without interference therewith, and subject to the rights hereby conferred upon the Company the Corporation expressly reserves the right hereafter to lay down, or to permit to be laid down in the said streets and public squares, lanes and public places, now or hereafter within the jurisdiction of the Council, sewers, culverts, drains, water pipes and conduits and other plants and equipment of the Corporation used in connection with the supplying of public services, and to alter, improve, and repair said streets and public squares, lanes and public places whenever the Corporation shall deem that the same is necessary or desirable.

6. The Company shall make good to the Corporation all damage or loss which may be caused to any water pipe, roadway, pavement or other property of the Corporation, by the works or operations of the Company or by the escape or leakage of gas and all expenses incurred by the Corporation by reason of such works or operations, or by any escape or leakage of gas, and the Company shall indemnify and save harmless the Corporation against all claims made for damages or loss, and against all damages, costs and expenses which may at any time be suffered, paid or incurred by reason of the exercise by the Company of the powers and privileges hereby granted.

7. The Company shall use at all times all proper and practicable means to prevent the escape or leakage of gas from its mains and pipes and the causing of damage or injury therefrom to any person or property.

8. (a) The Company shall render its accounts monthly, and shall not charge the Corporation or consumers within the limits of the said municipality, more than One Dollar (\$1.00) per thousand cubic feet of gas;

As the Company is dependent for its source of supply upon the Hamilton By-Product Coke Ovens Limited, which use bituminous coal as a raw material in its manufacturing plant, should the price of this raw material be materially increased, due to strikes or other conditions above a base price of Five Dollars (\$5.00) per ton for such coal delivered at Hamilton, the price of gas may be increased to the consumer in accordance with the following method:

(a) For each increase of Ten cents (.10) per ton in the delivered cost of coal at Hamilton, the price of gas shall be increased One cent (.01) per thousand cubic feet; it being understood that the price of gas shall be reduced when the cost of coal returns to the said price of Five Dollars (\$5.00) per ton; such increase or decrease not to be applied except in uniform advances or reductions of five cents (.05) per thousand; subject always to a discount of five cents (.05) per thousand cubic feet on all bills paid within fourteen days after presentation thereof.

(b) In addition to the charges aforesaid the said Company shall be entitled to charge each consumer a service charge of Fifty cents (.50) per month for each meter from the date the said meter is installed until notice is received by the said Company to remove the same. Meters shall be furnished by the Company to all consumers of its gas.

(c) The Company shall also be entitled to charge One Dollar (\$1.00) for each meter or regulator re-set at the request of the customer.

(d) No charge shall be made by the Company for any supply pipe from the main to the limit of the street in which such main has been laid, but the Company shall be entitled to make a charge for the installation of the supply pipe from the line of the street in which the main has been laid, to the building, house or other erection to which gas is to be supplied, at the point where the meter of the Company is installed.

(e) Nothing herein contained shall prevent the Company from charging consumers who use gas for industrial or heating purposes or for other purposes requiring large amounts such special rates lower than those charged to other consumers as the Company may deem advisable.

9. The Company shall supply gas at prices not greater than the prices hereinbefore mentioned, to the Corporation, and to all inhabitants of the said Municipality, who desire to be supplied and who execute and deliver to the Company contracts to pay the rates aforesaid, and to be bound by the Company's general rules and regulations; which rules and regulations shall not be inconsistent herewith; the Company to have the right to cease to supply any such customer during any time when he shall be in arrears in respect of the Company's charges as authorized under this by-law. If any such applicant shall not be the owner of the premises for which the supply of gas is desired, the Company may require the applicant to furnish adequate security for the payment by him of the Company's charges, such security to be by guarantee bond or cash deposit, which in the opinion of the Company shall be adequate security for the payment by the applicant of the Company's charges.

10. The Company shall pay the costs, charges and expenses of the Corporation and of its solicitor of and incidental to the preparation and passing of this by-law, and of the submission thereof for the assent of the electors of the Town of Oakville.

11. In the event of the Company being prevented from carrying out its obligations under this by-law, by reason of any cause beyond its control, the Company shall be relieved from such obligation while such disability continues, and in the event of a dispute as to the existence of such disability the Ontario Railway and Municipal Board shall decide whether such disability actually exists.

12. In case either party deems it necessary or advisable to obtain ratification of this by-law by the Legislature of the Province of Ontario, the other party will concur and assist in obtaining such ratification.

13. If the Company shall at any time for a period of two months cease or fail to supply gas to the consumers in the Town of Oakville, in accordance with the terms of this by-law, the Council may by by-law terminate the rights and privileges granted hereby, and the Company thereafter shall have the right (but shall not be required) to remove all its mains, pipes, plant and works laid in the streets, public squares, lanes and public places of the said Municipality by the Company; and in the event of same not being removed in one year from such termination the same, or so much thereof as shall not have been removed shall become the property of the said Corporation.

14. Upon the expiration of the said period of thirty years the Company shall have the right, but nothing herein contained shall require it, to remove its mains, pipes, plant and works laid in the streets and public squares, lanes and public places and for such purpose shall have one year to effect the removal of the same; provided however that nothing herein contained shall prevent the Corporation and the Company from entering into a new arrangement for the continued supply of gas.

15. The rights, powers and privileges of the Company hereunder shall be deemed to be in addition to any other rights, powers and privileges conferred upon it by any statute or other lawful enactment of any duly constituted authority.

16. This by-law and the rights, powers, privileges and franchises hereby granted shall not take effect and be binding upon the Corporation unless within eight months after the final passing hereof the Company, or (in the event of the said rights, powers, privileges and franchises having been assigned in the meantime as hereinafter provided to some other person or company) the assignee of the Company shall execute and deliver to the Corporation a covenant duly executed by the Company or its assignee under seal to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained. An agreement between the Corporation and the Company, or its assignee, as the case may be, embodying all the terms, conditions and provisions of this by-law (except of this paragraph) shall thereupon be prepared and executed by the parties thereto, and the Mayor and Clerk of the Corporation are hereby authorized to execute the said agreement on behalf of the Corporation, and to affix the seal of the Corporation thereto.

17. The rights, powers, privileges and franchises granted to the Company by this by-law, or the last mentioned agreement, may be assigned to any person or company upon such person or company executing and delivering to the Corporation a covenant under seal legally binding such person or company to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained.

18. This by-law shall not come into force or take effect until it has been assented to by the Municipal electors as provided by *The Municipal Act* with respect to by-laws requiring the assent of the electors.

19. The franchise hereby granted shall cease to exist and no longer be binding upon the Corporation unless the Company, or its assignee, shall be ready to supply gas to the citizens of Oakville within ten months from the date of the passing hereof.

Passed this 14th day of January, 1929.

TOWN OF OAKVILLE,

THOS. A. BLAKELOCK, *Mayor*.

A. E. RYAN, *Clerk*.

SCHEDULE "B."

BY-LAW NO. 442 OF THE CORPORATION OF THE TOWNSHIP OF TRAFALGAR.

The Council of the Corporation of the Township of Trafalgar, enacts as follows:—

1. The consent, permission and authority of the Corporation of the Township of Trafalgar (hereinafter referred to as the Corporation) are hereby given, and an exclusive franchise for a period of thirty years from January first, one thousand nine hundred and twenty-nine, is hereby granted to United Fuel Investments Limited (hereinafter referred to as the Company, which expression where the context admits, shall include its successors and assigns) to enter upon all streets and public squares, and all lanes and other public places, now or at any time hereafter within the jurisdiction of the Council, to dig trenches and lay and bury therein, and to maintain, operate and repair mains and pipes of such sizes as the said Company may require for the transportation and distribution and supply of gas in the said Township of Trafalgar for fuel and lighting purposes, together with the right to construct and maintain and repair under the surface of such streets and public squares and lanes and public places all necessary regulators, valves, curb boxes, safety appliances, and other appurtenances that may be necessary in connection with the transportation and distribution and supply of gas. Provided however, that if at any time during the period of the franchise hereby granted the Company shall not be serving the inhabitants of some specific area in that part of the Township lying to the north of the Concession Line between the First and Second Concessions north of Dundas Street, and if *bona fide* negotiations shall be entered into between the Corporation and some other person or company looking to such other person or company supplying the inhabitants of such area with gas, then the Corporation may deliver to the company notice in writing requiring it to extend its mains and lines of pipe so as to enable it to supply gas within the said specific area and if the company shall not agree, in writing, with the said Corporation, within two months after delivery of such notice, so to extend its mains and lines of pipe, or if having so agreed the Company shall not actually so extend such mains and lines of pipe within twelve months after delivery of such notice, and if the Corporation shall thereupon grant a franchise to such other person or company in respect of such specific area, then this franchise in respect of such specific area shall cease to be inclusive, but the franchise granted to such other person or company in respect of such specific area shall be and become void, and the franchise hereby granted shall again become exclusive in respect of such specific area, if such other

person or company shall fail to construct mains and lines of pipe so as to enable him or it to supply with gas the inhabitants of such specific area within two years after the delivery of the said notice in writing.

2. The Company shall well and sufficiently restore forthwith to as good a condition as they were in before, all streets and public squares, and all lanes and public places, which it may excavate or interfere with in the course of the construction or repairing or removal of its gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas, and shall make good any subsidence thereafter caused by any such excavation, and well and sufficiently indemnify the Corporation against all expenses, damages and costs it may from time to time incur, or be put to by reason of the construction, repair or removal, maintenance or operation of said gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas; and in the event of the Company failing at any time to do any work required by this section, the Corporation may forthwith do such work and charge the cost thereof to the Company, which shall pay the same on demand.

3. No excavation or opening or work which may disturb or interfere with the surface or condition of any street or public square or lane or public place shall be made or done unless a permit therefor shall have been granted by the Township Engineer, and all such work shall be done under his supervision, and to his satisfaction, and in cases where an inspector on behalf of the Corporation is considered necessary by him, the wages of such inspector shall be paid by the Company.

The location of all pipes or works on streets and public squares and lanes and public places, shall be subject to the direction and approval of the said Engineer.

4. The Company before beginning any work in the said Township of Trafalgar under this by-law shall file with the said Engineer a plan drawn to a scale, showing the streets and public squares, and lanes and public places, in which it proposes to lay mains, pipes and construct work, and the particular parts thereof, or proposes to occupy for each of such purposes, together with definite written specifications of the mains, pipes and works proposed to be laid or constructed by it, specifying the materials and dimensions of such pipes and the depth at which such mains, pipes and works are to be laid, and similar plans and specifications shall be filed with the said Engineer of all extensions of or additions to such mains, pipes or works before any such extension or addition shall be begun.

5. All rights now used in connection with the supplying of public services are to be in no way affected or impaired by any privilege hereby granted to the Company and the mains, pipes and works of the Company must be laid, constructed and maintained without interference therewith, and subject to the rights hereby conferred upon the Company the Corporation expressly reserves the right hereafter to lay down, or to permit to be laid down in the said streets and public squares, lanes and public places, now or hereafter within the jurisdiction of the Council, sewers, culverts, drains, water pipes and conduits and other plants and equipment of the Corporation used in connection with the supplying of public services, and to alter, improve and repair said streets and public squares, lanes and public places whenever the Corporation shall deem that the same is necessary or desirable.

6. The Company shall make good to the Corporation all damages or loss which may be caused to any water pipe, roadway, pavement or other property of the Corporation, by the works or operations of the Company or by the escape or leakage of gas and all expenses incurred by the Corporation by reason of such works or operations, or by any escape or leakage of gas, and the Company shall indemnify and save harmless the Corporation against all claims made for damages or loss, and against all damages, costs and expenses which may at any time be suffered, paid or incurred by reason of the exercise by the Company of the powers and privileges hereby granted.

7. The Company shall use at all times all proper and practicable means to prevent the escape or leakage of gas from its mains and pipes and the causing of damage or injury therefrom to any person or property.

8. The Company shall render its accounts monthly, and shall not charge the Corporation or consumers within the limits of the said Municipality, more than One Dollar (\$1.00) per thousand cubic feet of gas;

As the Company is dependent for its source of supply upon the Hamilton By-Product Coke Ovens Limited, which use bituminous coal as a raw material in its manufacturing plant, should the price of this raw material be materially increased, due to strikes or other conditions above a base price of Five Dollars (\$5.00) per ton for such coal delivered at Hamilton, the price of gas may be increased to the consumer in accordance with the following method:

(a) For each increase of Ten cents (.10) per ton in the delivered cost of coal at Hamilton, the price of gas shall be increased One cent (.01) per thousand cubic feet, it being understood that the price of gas shall be reduced when the cost of coal returns to the said price of Five Dollars (\$5.00) per ton; such increase or decrease not to be applied except in uniform advances or reductions of Five cents (.05) per thousand; subject always to a discount of Five cents (.05) per thousand cubic feet on all bills paid within fourteen days after presentation thereof.

(b) In addition to the charges aforesaid the said Company shall be entitled to charge each consumer a service charge of Fifty cents (.50) per month for each meter from the date the said meter is installed until notice is received by the said Company to remove the same. Meters shall be furnished by the Company to all consumers of its gas.

(c) The Company shall also be entitled to charge One Dollar (\$1.00) for each meter or regulator re-set at the request of the customer.

(d) No charge shall be made by the Company for any supply pipe from the main to the limit of the street in which such main has been laid, but the Company shall be entitled to make a charge for the installation of the supply pipe from the line of the street in which the main has been laid, to the building, house or other erection to which gas is to be supplied, at the point where the meter of the Company is installed.

(e) Nothing herein contained shall prevent the Company from charging consumers who use gas for industrial or heating purposes or for other purposes requiring large amounts such special rates lower than those charged to other consumers as the Company may deem advisable.

9. The Company shall supply gas at prices not greater than the prices hereinbefore mentioned, to the Corporation, and to all inhabitants of the said Municipality occupying property adjoining those parts of streets, public squares, lanes and public places under which mains of the Company have been laid and are in operation, who desire to be supplied and who execute and deliver to the Company contracts to pay the rates aforesaid, and to be bound by the Company's general rules and regulations; which rules and regulations shall not be inconsistent herewith; the Company to have the right to cease to supply any such customer during any time when he shall be in arrears in respect of the Company's charges as authorized under this by-law. If any such applicant shall not be the owner of the premises for which the supply of gas is desired, the Company may require the applicant to furnish adequate security for the payment by him of the Company's charges, such security to be by guarantee bond or cash deposit, which in the opinion of the Company shall be adequate security for the payment by the applicant of the Company's charges.

10. Whenever there shall be tendered to the Company *bona fide* applications and contracts to purchase gas to the amount of 200,000 cubic feet per month for at least one year, such gas to be supplied within a radius of a quarter of a mile from any point in a then existing line of pipe laid down by the Company in the said Municipality (which applications and contracts shall conform to the Company's general rules and regulations

not inconsistent herewith), together with adequate security from each applicant, for the payment by him of the Company's charges then and in every such case the Council of the Corporation may order and direct that the Company within three months thereafter shall extend its line of pipe and furnish gas to such applicants in the manner, and on the conditions hereinbefore provided so far as its facilities will permit.

11. The Company shall pay the costs, charges and expenses of the Corporation and of its solicitor of and incidental to the preparation and passing of this by-law, and of the submission thereof for the assent of the electors of the Township of Trafalgar.

12. In the event of the Company being prevented from carrying out its obligations under this by-law, by reason of any cause beyond its control, the Company shall be relieved from such obligation while such disability continues, and in the event of a dispute as to the existence of such disability the Ontario Railway and Municipal Board shall decide whether such disability actually exists.

13. In case either party deems it necessary or advisable to obtain ratification of this by-law by the Legislature of the Province of Ontario, the other party will concur and assist in obtaining such ratification.

14. If the Company shall at any time for a period of two months cease or fail to supply gas to the consumers in the Township of Trafalgar in accordance with the terms of this by-law, the Council may by by-law terminate the rights and privileges granted hereby, and the Company thereafter shall have the right (but shall not be required) to remove all its mains, pipes, plant and works laid in the streets, public squares, lanes and public places of the said Municipality by the Company; and in the event of same not being removed in one year from such termination, the same, or so much thereof as shall not have been removed shall become the property of the said Corporation.

15. Upon the expiration of the said period of thirty years the Company shall have the right, but nothing herein contained shall require it, to remove its mains, pipes, plant and works laid in the streets and public squares, lanes and public places and for such purpose shall have one year to affect the removal of the same; provided, however, that nothing herein contained shall prevent the Corporation and the Company from entering into a new arrangement for the continued supply of gas.

16. The rights, powers and privileges of the Company hereunder shall be deemed to be in addition to any other rights, power and privileges conferred upon it by any statute or other lawful enactment of any duly constituted authority.

17. This by-law and the rights, powers, privileges and franchises hereby granted shall not take effect and be binding upon the Corporation unless within eight months after the final passing hereof, the Company, or (in the event of the said rights, powers, privileges and franchises having been assigned in the meantime as hereinafter provided to some other person or company) the assignee of the Company shall execute and deliver to the Corporation a covenant duly executed by the Company or its assignee under seal to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained. An agreement between the Corporation and the Company, or its assignee, as the case may be, embodying all the terms, conditions and provisions of this by-law (except of this paragraph) shall thereupon be prepared and executed by the parties thereto, and the Reeve and Clerk of the Corporation are hereby authorized to execute the said agreement on behalf of the Corporation, and to affix the seal of the Corporation thereto.

18. The rights, powers, privileges and franchises granted to the Company by this by-law and/or the last mentioned agreement, may be assigned to any person or company upon such person or company executing and delivering to the Corporation a covenant under seal legally binding such person or company to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained.

19. This by-law shall not come into force, or take effect until it has been assented to by the Municipal electors as provided by *The Municipal Act* with respect to by-laws requiring the assent of the electors.

20. The franchise hereby granted shall cease to exist and no longer be binding upon the Corporation unless the Company, or its assignee, shall be ready to supply gas to the citizens of the Township of Trafalgar within ten months from the date of the passing hereof.

Third reading, January 14th, 1929.

(SEAL)

A. BUCK, *Deputy Reeve.*

S. H. ALBERTSON, *Clerk.*

SCHEDULE "C."

BY-LAW NO. 869 OF THE CORPORATION OF THE TOWNSHIP OF NELSON.

The Council of the Corporation of the Township of Nelson, enacts as follows:—

1. The consent, permission and authority of the Corporation of the Township of Nelson (hereinafter referred to as the Corporation) are hereby given, and an exclusive franchise for a period of thirty years from January first one thousand nine hundred and twenty-nine, is hereby granted to United Fuel Investments Limited (hereinafter referred to as the Company, which expression where the context admits, shall include its successors and assigns) to enter upon all streets and public squares, and all lanes and other public places in all parts of Concessions Two, Three and Four south of Dundas Street and in Brant's Block now or at any time hereafter within the jurisdiction of the Council to dig trenches and lay and bury therein, and to maintain, operate and repair mains and pipes of such sizes as the said Company may require for the transportation and distribution and supply of gas in the said portion of the Township of Nelson for fuel and lighting purposes, together with the right to construct and maintain and repair under the surface of such streets and public squares and lanes and public places all necessary regulators, valves, curb boxes, safety appliances, and other appurtenances that may be necessary in connection with the transportation and distribution and supply of gas.

2. The Company shall well and sufficiently restore forthwith to as good a condition as they were in before, all streets and public squares, and all lanes and public places, which it may excavate or interfere with in the course of the construction or repairing or removal of its gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas, and shall make good any subsidence thereafter caused by any such excavation, and well and sufficiently indemnify the Corporation against all expenses, damages and costs it may from time to time incur, or be put to by reason of the construction, repair or removal, maintenance or operation of said gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas; and in the event of the Company failing at any time to do any work required by this section, the Corporation may forthwith do such work and charge the cost thereof to the Company, which shall pay the same on demand.

3. No excavation or opening or work which may disturb or interfere with the surface or condition of any street or public square or lane or public place shall be made or done unless a permit therefor shall have been granted by the Township Engineer, and all such work shall be done under his supervision, and to his satisfaction, and in cases where an inspector on behalf of the Corporation is considered necessary by him, the wages of such inspector shall be paid by the Company.

The location of all pipes, or works on streets and public squares and lanes and public places, shall be subject to the direction and approval of the said Engineer.

4. The Company before beginning any work in the said Township of Nelson under this by-law shall file with the said Engineer a plan drawn to a scale, showing the streets and public squares, and lanes and public places, in which it proposes to lay mains, pipes and construct work, and the particular parts thereof, or proposes to occupy for each of such purposes, together with definite written specifications of the mains, pipes and works proposed to be laid or constructed by it, specifying the materials and dimensions of such pipes and the depth at which such mains, pipes and works are to be laid, and similar plans and specifications shall be filed with the said Engineer of all extensions of or additions to such mains, pipes or works before any such extension or addition shall be begun.

5. All rights now used in connection with the supplying of public services are to be in no way affected or impaired by any privilege hereby granted to the Company and the mains, pipes and works of the Company must be laid, constructed and maintained without interference therewith, and subject to the rights hereby conferred upon the company the Corporation expressly reserves the right hereafter to lay down, or to permit to be laid down in the said streets and public squares, lanes and public places, now or hereafter within the jurisdiction of the Council, sewers, culverts, drains, water pipes and conduits and other plants and equipment of the Corporation used in connection with the supplying of public services, and to alter, improve and repair said streets and public squares, lanes and public places whenever the Corporation shall deem that the same is necessary or desirable.

6. The Company shall make good to the Corporation all damage or loss which may be caused to any water pipe, roadway, pavement or other property of the Corporation, by the works or operations of the Company or by the escape or leakage of gas and all expenses incurred by the Corporation by reason of such works or operations, or by any escape or leakage of gas, and the Company shall indemnify and save harmless the Corporation against all claims made for damages or loss, and against all damages, costs and expenses which may at any time be suffered, paid or incurred by reason of the exercise by the Company of the powers and privileges hereby granted.

7. The Company shall use at all times all proper and practicable means to prevent the escape or leakage of gas from its mains and pipes and the causing of damage or injury therefrom to any person or property.

8. The Company shall render its accounts monthly, and shall not charge the Corporation or consumers within the limits of the said Municipality, more than One Dollar (\$1.00) per thousand cubic feet of gas;

As the Company is dependent for its source of supply upon the Hamilton By-Product Coke Ovens Limited, which use bituminous coal as a raw material in its manufacturing plant, should the price of this raw material be materially increased, due to strikes or other conditions above a base price of Five Dollars (\$5.00) per ton for such coal delivered at Hamilton, the price of gas may be increased to the consumer in accordance with the following method:

(a) For each increase of Ten cents (.10) per ton in the delivered cost of coal at Hamilton, the price of gas shall be increased One cent (.01) per thousand cubic feet; it being understood that the price of gas shall be reduced when the cost of coal returns to the said price of Five Dollars (\$5.00) per ton; such increase or decrease not to be applied except in uniform advances or reductions of Five cents (.05) per thousand; subject always to a discount of Five cents (.05) per thousand cubic feet on all bills paid within fourteen days after presentation thereof.

(b) In addition to the charges aforesaid the said Company shall be entitled to charge each consumer a service charge of Fifty cents (.50) per month for each meter from the date the said meter is installed until notice

is received by the said Company to remove the same. Meters shall be furnished by the Company to all consumers of its gas.

(c) The Company shall also be entitled to charge One Dollar (\$1.00) for each meter or regulator re-set at the request of the customer.

(d) No charge shall be made by the Company for any supply pipe from the main to the limit of the street in which such main has been laid, but the Company shall be entitled to make a charge for the installation of the supply pipe from the line of the street in which the main has been laid, to the building, house or other erection to which gas is to be supplied, at the point where the meter of the Company is installed.

(e) Nothing herein contained shall prevent the Company from charging consumers who use gas for industrial or heating purposes or for other purposes requiring large amounts such special rates lower than those charged to other consumers as the Company may deem advisable.

9. The Company shall supply gas at prices not greater than the prices hereinbefore mentioned, to the Corporation, and to all inhabitants of the said Municipality occupying property adjoining those parts of streets, public squares, lanes and public places under which mains of the Company have been laid and are in operation, who desire to be supplied and who execute and deliver to the Company contracts to pay the rates aforesaid, and to be bound by the Company's general rules and regulations; which rules and regulations shall not be inconsistent herewith; the Company to have the right to cease to supply any such customer during any time when he shall be in arrears in respect of the Company's charges as authorized under this by-law. If any such applicant shall not be the owner of the premises for which the supply of gas is desired, the Company may require the applicant to furnish adequate security for the payment by him of the Company's charges, such security to be by guarantee bond or cash deposit, which in the opinion of the Company shall be adequate security for the payment by the applicant of the Company's charges.

10. Whenever there shall be tendered to the Company *bona fide* applications and contracts to purchase gas to the amount of 200,000 cubic feet per month for at least one year, such gas to be supplied within a radius of a quarter of a mile from any one point in a then existing line of pipe laid down by the Company in the said Municipality (which applications and contracts shall conform to the Company's general rules and regulations not inconsistent herewith), together with adequate security from each applicant, for the payment by him of the Company's charges then and in every such case the Council of the Corporation may order and direct that the Company within three months thereafter shall extend its line of pipe and furnish gas to such applicants in the manner, and on the conditions hereinbefore provided so far as its facilities will permit.

11. The Company shall pay the costs, charges and expenses of the Corporation and of its solicitor of and incidental to the preparation and passing of this by-law, and of the submission thereof for the assent of the electors of the Township of Nelson.

12. In the event of the Company being prevented from carrying out its obligations under this by-law, by reason of any cause beyond its control, the Company shall be relieved from such obligation while such disability continues, and in the event of a dispute as to the existence of such disability the Ontario Railway and Municipal Board shall decide whether such disability actually exists.

13. In case either party deems it necessary or advisable to obtain ratification of this by-law by the Legislature of the Province of Ontario, the other party will concur and assist in obtaining such ratification.

14. If the Company shall at any time for a period of two months cease or fail to supply gas to the consumers in the Township of Nelson in accordance with the terms of this by-law, the Council may by by-law terminate the rights and privileges granted hereby, and the Company thereafter shall have the right (but shall not be required) to remove all

its mains, pipes, plant and works laid in the streets, public squares, lanes and public places of the said Municipality by the Company; and in the events of same not being removed in one year from such termination the same, or so much thereof as shall not have been removed shall become the property of the said Corporation.

15. Upon the expiration of the said period of thirty years the Company shall have the right, but nothing herein contained shall require it, to remove its mains, pipes, plant and works laid in the streets and public squares, lanes and public places and for such purpose shall have one year to effect the removal of the same; provided, however, that nothing herein contained shall prevent the Corporation and the Company from entering into a new arrangement for the continued supply of gas.

16. The rights, powers and privileges of the Company hereunder shall be deemed to be in addition to any other rights, powers and privileges conferred upon it by any statute or other lawful enactment of any duly constituted authority.

17. This by-law and the rights, powers, privileges and franchises hereby granted shall not take effect and be binding upon the Corporation unless within eight months after the final passing hereof, the Company, or (in the event of the said rights, powers, privileges and franchises having been assigned in the meantime as hereinafter provided to some other person or company) the assignee of the Company shall execute and deliver to the Corporation a covenant duly executed by the Company or its assignee under seal to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained. An agreement between the Corporation and the Company, or its assignee, as the case may be, embodying all the terms, conditions and provisions of this by-law (except of this paragraph) shall thereupon be prepared and executed by the parties thereto, and the Reeve and Clerk of the Corporation are hereby authorized to execute the said agreement on behalf of the Corporation, and to affix the seal of the Corporation thereto.

18. The rights, powers, privileges and franchises granted to the Company by this by-law and or the last mentioned agreement, may be assigned to any person or company upon such person or company executing and delivering to the Corporation a covenant under seal legally binding such person or company to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained.

19. This by-law shall not come into force, or take effect until it has been assented to by the Municipal electors as provided by *The Municipal Act* with respect to by-laws requiring the assent of the electors.

20. The franchise hereby granted shall cease to exist and no longer be binding upon the Corporation unless the Company, or its assignee, shall be ready to supply gas to the citizens of the Township of Nelson within ten months from the date of the passing hereof.

By-law passed this 20th day of February, A.D. 1929.

H. M. PETTIT, *Reeve*.

(Seal)

J. F. RICHARDSON, *Clerk*.

SCHEDULE "D."

BY-LAW No. 70.

RE FRANCHISE—UNITED FUEL INVESTMENTS, LIMITED.

The Burlington Beach Commission enacts as follows:

1. The consent, permission and authority of the Burlington Beach Commission (hereinafter referred to as the Commission) are hereby given, and an exclusive franchise for a period of thirty years from January first, one thousand nine hundred and twenty-nine, is hereby granted to United Fuel Investments, Limited (hereinafter referred to as the Company, which expression where the context admits, shall include its successors and assigns) to enter upon all streets and public grounds, and all lanes and other public

places, now or at any time hereafter within the jurisdiction of the Commission, to dig trenches and lay and bury therein, and to maintain, operate and repair mains and pipes of such sizes as the said Company may require for the transportation and distribution and supply of gas across and in Burlington Beach, for fuel, heating and lighting purposes, together with the right to construct and maintain and repair under the surface of such streets and public grounds and lanes and public places all necessary regulators, valves, curb boxes, safety appliances, and other appurtenances that may be necessary in connection with the transportation and distribution and supply of gas.

2. The Company shall well and sufficiently restore forthwith to as good a condition as they were in before to the satisfaction of the Commission all streets and public grounds, and all lanes and public places, which it may excavate or interfere with in the course of the construction, repairing or removal of its gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas, and shall make good any subsidence thereafter caused by any such excavation, and shall well and sufficiently indemnify the Commission against all expenses, damages and costs it may from time to time incur, or be put to by reason of the construction, repair, removal, maintenance or operation of said gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas; and in the event of the Company failing at any time to do any work required by this section, the Commission may forthwith do such work and charge the cost thereof to the Company, which shall pay the same on demand.

3. No excavation or opening or work which may disturb or interfere with the surface or condition of any street or public ground or lanes or public places shall be made or done unless a permit therefor shall have been granted by the Commission and all such work shall be done under its supervision, and to its satisfaction, and in cases where an Inspector on behalf of the Commission is considered necessary by it, the wages of such Inspector shall be paid by the Company.

The location of all pipes, or works on streets and public grounds and lanes and public places, shall be subject to the direction and approval of the said Commission.

4. The Company before beginning any work in the said Burlington Beach under this by-law shall file with the said Commission a plan drawn to a scale, showing the streets and public grounds and lanes and public places, in which it proposes to lay mains and pipes and construct work, and the particular parts thereof or proposes to occupy for each of such purposes, together with definite written specifications of the mains, pipes and works proposed to be laid or constructed by it, specifying the materials and dimensions of such pipes and the depth at which such mains, pipes and works are to be laid, and similar plans and specifications shall be filed with the said Commission of all extensions of or additions to such mains, pipes or works before any such extension or addition shall be begun.

5. All rights now used or granted in connection with the supplying of public services are to be in no way affected or impaired by any privilege hereby granted to the Company, and the mains, pipes and works of the Company must be laid, constructed and maintained without interference therewith, and subject to the rights hereby conferred upon the Company the Commission expressly reserves the right hereafter to lay down, or to permit to be laid down in the said streets and public grounds, lanes and public places, now or hereafter within the jurisdiction of the Commission, sewers, culverts, drains, water pipes and conduits and other plant and equipment of the Commission used in connection with the supplying of public services, and to alter, improve, and repair said streets and public grounds, lanes and public places whenever the Commission shall deem that the same is necessary or desirable.

6. The Company shall make good to the Commission all damage or loss which may be caused to any water pipe, roadway, pavement or other property of the Commission, by the works or operations of the Company

or by the escape or leakage of gas and all expenses incurred by the Commission by reason of such works or operations, or by any escape or leakage of gas, and the Company shall indemnify and save harmless the Commission against all claims made for damages or loss, and against all damages, costs and expenses which may at any time be suffered, paid or incurred by reason of the exercise by the Company of the powers and privileges hereby granted.

7. The Company shall use at all times all proper and practicable means to prevent the escape or leakage of gas from its mains and pipes and the causing of damage or injury therefrom to any person or property.

8. The Company shall render its accounts monthly, and shall not charge the Commission or consumers within the limits of the said Burlington Beach, more than One Dollar (\$1.00) per thousand cubic feet of gas.

As the Company is dependent for its source of gas supply upon the Hamilton By-Product Coke Ovens, Limited, which uses bituminous coal as a raw material in its manufacturing plant, should the price of this raw material be materially increased, due to strikes or other conditions above a base price of Five Dollars (\$5.00) per ton for such coal delivered at Hamilton, the price of gas may be increased to the consumer in accordance with the following methods:

(a) For each increase of ten cents (.10) per ton in the delivered cost of coal at Hamilton, the price of gas shall be increased one cent (.01) per thousand cubic feet; it being understood that the price of gas shall be reduced when the cost of coal returns to the said price of Five Dollars (\$5.00) per ton; such increase or decrease not to be applied except in uniform advances or reductions of five cents (.05) per thousand; subject always to a discount of five cents (.05) per thousand cubic feet on all bills paid within fourteen days after the presentation thereof.

(b) In addition to the charges aforesaid the said Company shall be entitled to charge each consumer a service charge of fifty cents (.50) per month for each meter from the date the said meter is installed until notice is received by the said Company to remove same. Meters shall be furnished by the Company to all consumers of its gas.

(c) The Company shall also be entitled to charge One Dollar (\$1.00) for each meter or regulator re-set at the request of the customer.

(d) No charge shall be made by the Company for any supply pipe from a lateral or trunk line main to the limit of the street in which such main has been laid, but the Company shall be entitled to make a charge for the installation of the supply pipe from the line of the street in which the main has been laid, to the building, house or other erection to which gas is to be supplied, at the point where the meter of the Company is installed.

(e) Nothing herein contained shall prevent the Company from charging consumers who use gas for industrial or heating purposes or for other purposes requiring large amounts such special rates lower than those charged to other consumers as the Company may deem advisable.

9. The Company shall supply gas at prices not greater than the prices hereinbefore mentioned, to the Commission, and to all inhabitants of the said Burlington Beach, who desire to be supplied and who execute and deliver to the Company contracts to pay the rates aforesaid, and to be bound by the Company's general rules and regulations; which rules and regulations shall not be inconsistent herewith; the Company to have the right to cease to supply any such customer during any time when he shall be in arrears in respect of the Company's charges as authorized under this by-law. If any such applicant shall not be the owner of the premises for which the supply of gas is desired, the Company may require the applicant to furnish adequate security for the payment by him of the Company's charges, such security to be by guarantee bond or cash deposit, which in the opinion of the Company shall be adequate security for the payment by the applicant of the Company's charges.

10. The Company shall pay the costs, charges and expenses of the Commission and of its solicitor of and incidental to the preparation and passing of this by-law.

11. In the event of the Company being prevented from carrying out its obligations under this by-law, by reason of any cause beyond its control, the Company shall be relieved from such obligation while such disability continues, and in the event of a dispute as to the existence of such disability the Ontario Railway and Municipal Board shall decide whether such disability actually exists.

12. In case either party deems it necessary or advisable to obtain ratification of this by-law by the Legislature of the Province of Ontario or the Lieutenant-Governor in Council, the other party will concur and assist in obtaining such ratification.

13. If the Company shall at any time for a period of two months cease or fail to supply gas to the consumers in Burlington Beach in accordance with the terms of this by-law, the Commission may by by-law terminate the rights and privileges granted hereby, and the Company thereafter shall have the right (but shall not be required) to remove all its mains, pipes, plant and works laid in the streets, public grounds, lanes and public places of the said Burlington Beach by the Company; and in the event of same not being removed within one year from such termination, the same, or so much thereof as shall not have been removed, shall become the property of the said Commission.

14. Upon the expiration of the said period of thirty years the Company shall have the right, but nothing herein contained shall require it, to remove its mains, pipes, plant and works laid in the streets and public grounds, lanes and public places and for such purpose shall have one year to effect the removal of the same, and in the event of same not being removed within one year from the expiration of the said period of thirty years, the same or so much thereof as shall not have been removed shall become the property of the said Commission; provided, however, that nothing herein contained shall prevent the Commission and the Company from entering into a new arrangement for the continued supply of gas.

15. The rights, powers and privileges of the Company hereunder shall be deemed to be in addition to any other rights, powers and privileges conferred upon it by any statute or other lawful enactment of any duly constituted authority.

16. This by-law and the rights, powers, privileges and franchises hereby granted shall not take effect and be binding upon the Commission unless within three months after the final passing hereof the Company and (in the event of the said rights, powers, privileges and franchises having been assigned in the meantime as hereinafter provided to some other person or Company) the assignee of the Company shall execute and deliver to the Commission a covenant duly executed by the Company and its assignee, if any, under seal, to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained. An agreement between the Commission and the Company and its assignee, if any, embodying all the terms, conditions and provisions of this by-law (except of this paragraph) shall thereupon be prepared and executed by the parties thereto, and the Chairman and Secretary of the said Commission are hereby authorized to execute the said agreement on behalf of the Commission, and to affix the seal of the Commission thereto.

17. The rights, powers, privileges and franchises granted to the Company by this by-law and/or the last-mentioned agreement, may be assigned to any person or Company upon such person or Company executing and delivering to the Commission a covenant under seal legally binding such person or Company to perform, observe and comply with all the agreements, obligations, terms and conditions herein and in said agreement contained, but so that the obligations of the Company hereunder and under said agreement shall not be avoided.

18. The Company or its Assignee shall commence within three months after the passing of this by-law to lay its pipes in the said Burlington

Beach and shall within ten months from the date of the passing hereof be ready to supply gas to all inhabitants thereof requiring such supply. If the Company or its Assignee shall not have commenced to lay its pipes in Burlington Beach within the period of three months mentioned aforesaid and within the period of ten months aforesaid be ready and willing to supply therefrom with gas all inhabitants requiring such supply, the Commission may by resolution or by-law terminate the rights and privileges granted by this by-law and the Company thereafter shall have the right (but shall not be required) to remove all its mains, pipes, plant and works laid in the streets and public grounds, lanes and public places of the said Burlington Beach by the Company; and in the event of the same not being removed within one year after receiving notice of the passing of such resolution or by-law or so much thereof as shall not have been removed the same shall become the property of the said Commission, in which case the Company shall restore the streets and public grounds, lanes and public places from which its mains, pipes, plant and works have been removed to as good a condition as they were in before and to the satisfaction of the Commission.

19. The Company shall pay to the Commission the sum of \$500.00 annually during the said period of thirty years for the rights, powers, privileges and franchises hereby and by said proposed agreement to be granted and the said annual payment of \$500.00 shall be accepted by the Commission in lieu of any claim by the Commission for taxes, assessments and rates against the Company or its property on Burlington Beach. The first of said \$500.00 payments shall be made on the first day of January, 1930, and annually thence thereafter during the whole of said period and in default of payment of any of such instalments within three months from the first day of January in any year the Commission may by by-law terminate the rights and privileges hereby granted and the Company thereafter shall have the right (but shall not be required) to remove all its mains, pipes, plant and works laid in the streets, public grounds, lanes and public places of the said Burlington Beach by the Company; and in the event of same not being removed within one year from such termination, the same, or so much thereof as shall not have been removed, shall become the property of the said Commission.

Passed this 19th day of December, A.D. 1928.

THE BURLINGTON BEACH COMMISSION.

JAS. CROOKS,
Chairman.

(Seal) R. L. OATEN,
Secretary.

SCHEDULE "E."

BY-LAW NO. 1 OF THE BOARD OF TRUSTEES OF THE POLICE VILLAGE OF BRONTE.

The Board of Trustees of the Police Village of Bronte enact as follows:

1. The consent, permission and authority of the Board of Trustees of the Police Village of Bronte (hereinafter referred to as the Corporation) are hereby given, and an exclusive franchise for a period of thirty years from January First, One thousand nine hundred and twenty-nine, is hereby granted to United Fuel Investments, Limited (hereinafter referred to as the Company, which expression where the context admits shall include its successors and assigns), to enter upon all streets and public squares, and all lanes and other public places, now or at any time hereafter within the said Police Village, to dig trenches and lay and bury therein, and to maintain, operate and repair mains and pipes of such sizes as the said Company may require for the transportation and distribution and supply of gas in the said Police Village, for fuel and lighting purposes, together with the right to construct and maintain and repair under the surface of

such streets and public squares and lanes and public places all necessary regulators, valves, curb boxes, safety appliances, and other appurtenances that may be necessary in connection with the transportation and distribution and supply of gas.

2. The Company shall well and sufficiently restore forthwith, to as good a condition as they were in before, all streets and public squares, and all lanes and public places, which it may excavate or interfere with in the course of the construction or repairing or removal of its gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas, and shall make good any subsidence thereafter caused by any such excavation, and well and sufficiently indemnify the Corporation against all expenses, damages and costs it may from time to time incur, or be put to by reason of the construction, repair or removal, maintenance or operation of said gas mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances necessary for the transportation and distribution and supply of gas; and in the event of the Company failing at any time to do any work required by this section, the Corporation may forthwith do such work and charge the cost thereof to the Company, which shall pay the same on demand.

3. No excavation or opening or work which may disturb or interfere with the surface or condition of any street or public square or lane or public place shall be made or done unless a permit therefor shall have been granted by the Chairman of the Board of Trustees of the Police Village of Bronte, and all such work shall be done under his supervision, and to his satisfaction, and in cases where an inspector on behalf of the Corporation is considered necessary by him, the wages of such inspector shall be paid by the Company.

The location of all pipes, or works on streets and public squares and lanes and public places, shall be subject to the direction and approval of the said Chairman.

4. The Company before beginning any work in the said Police Village under this by-law shall file with the said Chairman a plan drawn to scale, showing the streets and public squares, and lanes and public places, in which it proposes to lay mains, pipes and construct work, and the particular parts thereof or proposes to occupy for each of such purposes, together with definite written specifications of the mains, pipes and work proposed to be laid or constructed by it, specifying the materials and dimensions of such pipes and the depth at which such mains, pipes and works are to be laid, and similar plans and specifications shall be filed with the said Chairman of all extensions of or additions to such mains, pipes or works before any such extension or addition shall be begun.

5. All rights now used in connection with the supplying of public services are to be in no way affected or impaired by any privilege hereby granted to the Company and the mains, pipes and works of the Company must be laid, constructed and maintained without interference therewith, and subject to the rights hereby conferred upon the Company the Corporation expressly reserves the right hereafter to lay down, or to permit to be laid down in the said streets and public squares, lanes and public places, now or hereafter within the said Police Village, sewers, culverts drains, water pipes and conduits and other plants and equipment of the Corporation used in connection with the supplying of public services, and to alter, improve and repair said streets and public squares, lanes and public places whenever the Corporation shall deem that the same is necessary or desirable.

6. The Company shall make good to the Corporation all damage or loss which may be caused to any water pipe, roadway, pavement or other property of the Corporation, by the works or operations of the Company or by the escape or leakage of gas and all expenses incurred by the Corporation by reason of such works or operations, or by any escape or leakage of gas, and the Company shall indemnify and save harmless the Corporation against all claims made for damages or loss, and against all damages,

costs and expenses which may at any time be suffered, paid or incurred by reason of the exercise by the Company of the powers and privileges hereby granted.

7. The Company shall use at all times all proper and practicable means to prevent the escape or leakage of gas from its mains and pipes and the causing of damage or injury therefrom to any person or property.

8. The Company shall render its accounts monthly, and shall not charge the Corporation or consumers within the limits of the said Police Village more than One Dollar (\$1.00) per thousand cubic feet of gas.

As the Company is dependent for its source of supply upon the Hamilton By-Product Coke Ovens, Limited, which use bituminous coal as a raw material in its manufacturing plant, should the price of this raw material be materially increased, due to strikes or other conditions above a base price of Five Dollars (\$5.00) per ton for such coal delivered at Hamilton, the price of gas may be increased to the consumer in accordance with the following method:

(a) For each increase of Ten Cents (.10) per ton in the delivered cost of coal at Hamilton, the price of gas shall be increased One cent (.01) per thousand cubic feet; it being understood that the price of gas shall be reduced when the cost of coal returns to the said price of Five Dollars (\$5.00) per ton; such increase or decrease not to be applied except in uniform advances or reductions of five cents (.05) per thousand; subject always to a discount of Five cents (.05) per thousand cubic feet on all bills paid within fourteen days after presentation thereof.

(b) In addition to the charges aforesaid the said Company shall be entitled to charge each consumer a service charge of Fifty cents (.50) per month for each meter from the date the said meter is installed until notice is received by the said Company to remove the same. Meters shall be furnished by the Company to all consumers of its gas.

(c) The Company shall also be entitled to charge One Dollar (\$1.00) for each meter or regulator re-set at the request of the customer.

(d) No charge shall be made by the Company for any supply pipe from the main to the limit of the street in which such main has been laid, but the company shall be entitled to make a charge for the installation of the supply pipe from the line of the street in which the main has been laid, to the building, house or other erection to which gas is to be supplied, at the point where the meter of the Company is installed.

(e) Nothing herein contained shall prevent the Company from charging consumers who use gas for industrial or heating purposes or for other purposes requiring large amounts such special rates lower than those charged to other consumers as the Company may deem advisable.

9. The Company shall supply gas at prices not greater than the prices hereinbefore mentioned, to the Corporation, and to all inhabitants of the said Police Village occupying property adjoining those parts of streets, public squares, lanes and public places under which mains of the Company have been laid and are in operation, who desire to be supplied and who execute and deliver to the Company contracts to pay the rates aforesaid, and to be bound by the Company's general rules and regulations; which rules and regulations shall not be inconsistent herewith; the Company to have the right to cease to supply any such customer during any time when he shall be in arrears in respect of the Company's charges as authorized under this by-law. If any such applicant shall not be the owner of the premises for which the supply of gas is desired, the Company may require the applicant to furnish adequate security for the payment by him of the Company's charges, such security to be by guarantee bond or cash deposit, which in the opinion of the Company shall be adequate security for the payment by the applicant of the Company's charges.

10. The Company shall pay the costs, charges and expenses of the Corporation and of its solicitor of and incidental to the preparation and passing of this by-law, and of the submission thereof for the assent of the electors.

11. In the event of the Company being prevented from carrying out its obligations under this by-law, by reason of any cause beyond its control, the Company shall be relieved from such obligation while such disability continues, and in the event of a dispute as to the existence of such disability the Ontario Railway and Municipal Board shall decide whether such disability actually exists.

12. In case either party deems it necessary or advisable to obtain ratification of this by-law by the Legislature of the Province of Ontario, the other party will concur and assist in obtaining such ratification.

13. If the Company shall at any time for a period of two months cease or fail to supply gas to the consumers in the Police Village of Bronte, in accordance with the terms of this by-law, the Corporation may by by-law terminate the rights and privileges granted hereby, and the Company thereafter shall have the right (but shall not be required) to remove all its mains, pipes, plant and works laid in the streets, public squares, lanes and public places of the said Police Village by the Company; and in the event of same not being removed in one year from such termination the same, or so much thereof as shall not have been removed, shall become the property of the said Corporation.

14. Upon the expiration of the said period of thirty years the Company shall have the right, but nothing herein contained shall require it, to remove its mains, pipes, plant and works laid in the streets and public squares, lanes and public places and for such purpose shall have one year to effect the removal of the same; provided, however, that nothing herein contained shall prevent the Corporation and the Company from entering into a new arrangement for the continued supply of gas.

15. The rights, powers and privileges of the Company hereunder shall be deemed to be in addition to any other rights, powers and privileges conferred upon it by any statute or other lawful enactment of any duly constituted authority.

16. This by-law and the rights, powers, privileges and franchises hereby granted shall not take effect and be binding upon the Corporation unless within eight months after the final passing hereof the Company, or (in the event of the said rights, powers, privileges and franchises having been assigned in the meantime as hereinafter provided to some other person or company) the assignee of the Company shall execute and deliver to the Corporation a covenant duly executed by the Company or its assignee under seal to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained. An agreement between the Corporation and the Company, or its assignee, as the case may be, embodying all the terms, conditions and provisions of this by-law (except of this paragraph) shall thereupon be prepared and executed by the parties thereto, and the Chairman and Secretary of the Corporation are hereby authorized to execute the said agreement on behalf of the Corporation, and to affix the seal of the Corporation thereto.

17. The rights, powers, privileges and franchises granted to the Company by this by-law and/or the last mentioned agreement, may be assigned to any person or company upon such person or company executing and delivering to the Corporation a covenant under seal legally binding such person or company to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained.

18. This by-law shall not come into force or take effect until it has been assented to by the Municipal electors as provided by *The Municipal Act* with respect to by-laws requiring the assent of the electors.

19. The franchise hereby granted shall cease to exist and no longer be binding upon the Corporation unless the Company, or its assignee, shall be ready to supply gas to the citizens of Bronte within ten months from the date of the passing hereof.

Passed this 23rd day of January, 1929.

(SEAL)

M. E. SKELTON, *Chairman.*

A. PATTERSON, *Secretary.*



BILL.

An Act respecting the United Fuel Investments, Ltd., the Town of Oakville, the Townships of Trafalgar and Nelson, Burlington Beach Commission and the Police Village of Bronte.

1st Reading

February 26th, 1929.

2nd Reading

March 11th, 1929.

3rd Reading

March 18th, 1929.

MR. MORRISON.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Township of East York.

WHEREAS the corporation of the township of East York has by its petition prayed for special legislation in regard to the matters hereinafter set forth: and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Township of East York Act, 1929*.

2.—(1) Notwithstanding anything contained in section 6 of an Act passed in 1927, chaptered 138, intituled *An Act respecting the East York-Leaside Viaduct*, by-law number 1508 of the municipal corporation of the township of East York passed on the 28th day of January, 1929, amending by-law number 1000 of the said corporation, so as to provide for the excess cost of the work therein mentioned, is hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof.

(2) The provisions of subsection 1 shall be deemed to have been in force on and after the 5th day of April, 1927, and all proceedings taken pursuant to the said by-law number 1000 shall be deemed to have been taken under such by-law as amended by by-law number 1508.

3. The agreement made between the corporation of the township of East York, the corporation of the town of Leaside and the Toronto Transportation Commission, dated the 5th day of April, 1928, and set out as schedule "A" hereto, is hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporations and the ratepayers thereof and upon the said commission, and the said corporations and the said commission may respectively pass such by-laws, pay any monies and do all such acts, matters and things as may by them be deemed necessary for the full and proper carrying out of the provisions of the said agreement.

Election
of public
school
trustees.

4.—(1) The council of the corporation of the township of East York may pass a by-law providing that the election of public school trustees for each public school section in the township of East York shall be held by ballot on the same day as the municipal councillors are elected.

Procedure
at elections
of public
school
trustees.

(2) After such by-law has been passed subsections 3 to 10 of this section shall apply and such election shall thereafter be held at the same time and place and by the same returning officer or officers and conducted in the same manner as the municipal nominations and elections of councillors, and the provisions of *The Municipal Act*, respecting the manner of holding elections, including the mode of receiving nominations for office and the resignation of persons nominated, and vacancies shall *mutatis mutandis* apply to the elections.

Rev. Stat.,
c. 233.

Ballot
papers.

(3) A separate set of ballot papers shall be prepared by the clerk of the municipality for each of the polling subdivisions in each public school section containing the names of the candidates in the same form *mutatis mutandis* as those used for councillors and no ballot shall be delivered to any person who is entered on the list of voters as a separate school supporter.

Voters' lists.

(4) The voters' list to be used shall be that as finally revised by the county judge for use at the municipal election and shall contain a separate column showing opposite each elector's name the school section in respect of which he is entitled to vote in the election of trustees. The county judge in revising the voters' list shall be entitled to correct any error which may appear in respect of the school section in which the elector is entitled to vote. In any polling subdivision which contains electors in two or more school sections the deputy returning officer shall be supplied with a sufficient number of ballots containing the names of candidates in each of said school sections and each elector shall be entitled only to a ballot containing the names of the candidates for trustee in the school section marked opposite the elector's name.

Nomination
meeting.

(5) A meeting of the electors of every public school section for the nomination of candidates for the office of trustee shall be held annually on the same day on which the meeting for the nomination of candidates for councillors is held, at the hour of 8 o'clock in the evening at such place as the board of trustees shall by resolution determine or in the absence of such resolution at the school house of the section. The

secretary or secretary-treasurer (or if such office is vacant such person as may be appointed by resolution of the board of trustees) shall be the returning officer to hold the nominations for each school section. The said returning officers shall forthwith after the nominations make the returns thereof for their respective sections to the township clerk or such person as may be the returning officer for the whole municipality.

(6) The annual meeting of the electors as required by section 66 of *The Public Schools Act*, for the purpose of transacting the business as therein provided (except the election of trustees) shall be held at the same time and place as the meeting for the nomination of candidates instead of on the last Wednesday in December.

(7) In the case of union school sections which contain part of an adjoining township, such part of the adjoining township shall be considered for the purpose of the election of school trustees as part of the township of East York. The clerk of the adjoining township shall furnish to the clerk of the township of East York a certified copy of so much of the revised voters' list of the said adjoining township as contains the names of electors qualified to vote in that portion of the union school section lying within the said adjoining township and such persons shall be entitled to vote in the election of trustees for such union school section.

(8) The first meeting of each board of public school trustees shall be held on the second Wednesday in January of the year for which the trustees are elected, at the hour of 8 o'clock in the evening when the board shall be organized by the election of a chairman, a secretary and a treasurer or a secretary-treasurer.

(9) The provisions of this section shall not apply to or affect any union school section except a union school section in which the school house thereof is situated within the limits of the township of East York.

(10) All the provisions of *The Public Schools Act*, or any other statutes relating to rural school sections shall continue to apply to the said school sections except where inconsistent herewith.

(11) Any by-law for the purposes mentioned in this section shall be passed not later in the year than the 1st day of November and shall take effect at and for the purpose of the next and each succeeding annual election.

5. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "A"

THIS AGREEMENT made in triplicate the 5th day of April, 1928

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF EAST YORK, hereinafter called the "Township,"

—and—

THE CORPORATION OF THE TOWN OF LEASIDE, hereinafter called the "Town,"

—and—

THE TORONTO TRANSPORTATION COMMISSION, hereinafter called the "Commission."

WHEREAS the Commission is at present operating a bus service in the Township pursuant to the provisions of an agreement between the Township and the Commission dated the 28th day of October 1927, which agreement was made in pursuance of certain statutory powers therein set forth.

AND WHEREAS the Commission is also operating a service within the Town and the City of Toronto, giving service from the said Town to Yonge Street in the City of Toronto pursuant to an agreement with the said Town dated the 6th day of December, 1927.

AND WHEREAS it is considered by all parties hereto advisable to connect and, as far as possible, unify the two bus services hereinbefore referred to.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree as follows:

1. The Commission will, provided the terms hereinafter set out are fulfilled, operate a transportation service on behalf of the Township and the Town for the period hereinafter set forth, provided always that under no circumstances is the Commission or the Corporation of the City of Toronto to be at any cost or expense or to incur any liability by reason of such operation except as hereinafter expressly provided.

2. Transportation services to be furnished by the Commission shall be by motor bus or buses of a modern type capable of maintaining a satisfactory speed and giving adequate service and such transportation service shall be furnished from a point at or near Danforth Avenue in the City of Toronto across the East York Leaside Viaduct to a point at or near Yonge Street in the City of Toronto; such service to be furnished within the Township on Pape Avenue and or on such other suitable streets within School Section No. 27 of the Township as the Commission may from time to time deem advisable; within the Town on Liard Drive and McRae Drive or alternatively, Millwood Road and within the City of Toronto on Merton Street, Millwood Road or on such other suitable streets within any of such municipalities as the Commission may from time to time deem advisable.

3. The Commission will, if the road surfaces along the whole route within the three municipalities above named are, in its judgment, suitable for such operation, give a completely unified service without transfer. Should, however, such road surfaces, in its judgment, be unsuitable for such through service, the Commission reserves the right to split such service and transfer passengers from one bus to a bus more suitable for such inferior roads.

4. The Commission shall have the sole management of the transportation service to be furnished hereunder and shall arrange for the busses, crews and equipment necessary, hours of service, running time, stops and everything else necessary or incidental to the management of the said

transportation service. The fares to be charged shall be fixed from time to time by the Commission and, in the case of the Township, as far as possible so as to carry into effect the provisions of the Statute 12-13 George V, Chapter 139, Section 4, sub-section 7.

5. The Township and Town respectively agree to place in good condition and so to maintain the road surface on any streets or highways within their municipal limits on which the buses in question are to be operated and will also provide reasonably adequate lighting for such streets and highways. Should the road surfaces upon any of the streets and highways upon which the buses in question are to be operated, whether within the municipal limits of the Town or Township or the City of Toronto, become, in the judgment of the Commission, wholly unsuitable for bus operation, the Commission shall have the right to suspend operation on such unsuitable portions of the highways until such time as the said highways are put into suitable shape for such operation. In case of any such suspension of operation as aforesaid, neither the Town or the Township shall have any claim against the Commission in respect of such suspension, and this agreement and the rights of the parties hereunder shall be unaffected by such suspension as aforesaid.

6. The Commission will, as far as it may be in its power, clean the snow from and sand in an adequate manner, the roads on which the buses in question are to be operated, including such operation of such routes as may be within the City of Toronto. Provided, however, that the Commission will incur no liability to either the Township or the Town by reason of any default in keeping the said routes cleaned of snow and sanded as aforesaid, and provided further that any expenses incurred by the Commission hereunder shall be the only charges to be made against the transportation facilities herein provided for in respect of the provision or maintenance of road surfaces.

7. The Commission will endeavour at all times during the term hereof to maintain an adequate service hereunder but will incur no liability to the Township or Town for failure to give a service as herein agreed whether such failure be by reason of weather conditions, strike, fire, riot, act of God or otherwise.

8. The Township and the Town respectively agree that during the terms of this agreement they will take all means within their power to ensure to the Commission the exclusive right of furnishing, in any manner whatsoever, local transportation within the limits of the municipalities, where such transportation competes with the transportation services operated from time to time hereunder, and that in particular they will pass and enforce such by-laws as they may legally pass to prevent the operation of buses or jitneys within such limits except as herein provided for.

9. All claims or actions for alleged negligence in the operation of such buses shall be made or brought against the Commission and dealt with by it and the Commission shall have, through its Solicitor, the conduct and control of all such claims and actions and of any action brought against the Township or the Town in respect of any such alleged negligence and may defend or compromise the same as it deems expedient.

10. The Township and the Town agree that the Commission shall apportion receipts and expenditures of the said bus services to be operated hereunder as between the Town and the Township, as to the Commission from time to time may appear equitable and both the said parties hereby agree that the judgment of the Commission as to such apportionment shall be final and absolute and binding upon both of the said parties.

11. The Commission shall furnish the Town and the Township from month to month, a statement of the receipts and expenditures in connection with such operation and the provision of facilities therefor, and in case of a surplus, will forward to the Town and the Township with such statement the amount of such surplus apportioned between the Town and the Township as it thinks proper; in case of a deficit, the amount of such deficit, as apportioned between the Town and the Township shall be forwarded by the said Town and Township to the Commission within ten days of receipt of such statement as aforesaid. Should the Township and/or

the Town make default in providing the Commission with the amount of such deficit in the time above limited, this agreement may, as to such municipality in default, at the option of the Commission, be cancelled and the Commission may recover from the municipality in default the amount of such deficit as apportioned and any other costs, charges and expenses it may have been put to by reason of such default as aforesaid or by reason of the making of this agreement.

12. The system of accounting for the costs of providing facilities and of operation of the buses as aforesaid shall be the classification of accounts for bus operation adopted in October 1925 by the American Electric Railway Association, and any future revisions thereof.

13. For all purposes of this agreement the routes to be operated shall be deemed to include any terminal loops whether such loops shall be within or without the municipal limits of the Town or the Township from time to time.

14. Any payments to be made for or in respect of claims or actions for alleged negligence in the operation of such buses shall be made by the Commission and the only amount chargeable by the Commission shall be the same annual cost per car and bus mile as is from time to time incurred by the Commission in the operation of its cars, buses and coaches in and about the City of Toronto in respect of such items (including therein administration and legal expenses).

15. The Commission is to be allowed the sum of seven per cent. of the gross total expenses of operation from month to month to reimburse it for its costs of administration and management in connection with the said operation and such moneys are to be from time to time retained by the Commission for its own use.

16. The respective treasurers of the Town and the Township, or any other qualified person agreed to by the parties hereto, shall at all times during the currency hereof have, on request, access to the books, vouchers, etc., of the Commission dealing with receipts or expenditures in connection with the services provided for hereunder.

17. This agreement shall continue in force until the bus services provided for by this agreement are superseded in whole or in part by a street railway service.

18. The parties hereto agree that they will use their best endeavours to have this agreement ratified and confirmed at the next ensuing Session of the Legislature of the Province of Ontario.

19. This agreement shall supersede the agreement with the Township dated the 28th day of October 1927, and the agreement with the Town dated the 6th day of December 1927, hereinbefore referred to, but if the parties hereto are unable to secure validation of this agreement as provided for in the next preceding paragraph, this agreement shall, as between the Township and the Commission be deemed to have been entered into pursuant to the statutory powers in that behalf, and the joining of the Town in the said agreement shall not be held to affect the reciprocal rights and obligations of the Commission and the Township hereunder.

IN WITNESS WHEREOF the parties hereto have hereunto set their corporate seals by the hands of their proper officers in that behalf, on the day and year first above written.

[SEAL.] THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF
EAST YORK.

R. M. LESLIE, *Reeve*,
W. H. HEATON, *Clerk*.

[SEAL.] CORPORATION OF THE TOWN OF LEASIDE,
H. HORSFALL, *Mayor*.

A. T. LAWSON, *Clerk Treasurer*.

[SEAL.] THE TORONTO TRANSPORTATION COMMISSION,
P. W. ELLIS, *Chairman*
H. A. CAMERON, *Secretary*.

19 George V, 1929.

BILL.

An Act respecting the Township of East
York.

1st Reading

2nd Reading

3rd Reading

MR. MACLARY.

(Private Bill.)

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Township of East York.

WHEREAS the corporation of the township of East York has by its petition prayed for special legislation in regard to the matters hereinafter set forth: and whereas it is expedient to grant the prayer of the said petition;


Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Township of East York Act, 1929.* Short title.

2.—(1) Notwithstanding anything contained in section 6 of an Act passed in 1927, chaptered 138, intituled *An Act respecting the East York-Leaside Viaduct*, by-law number 1508 of the municipal corporation of the township of East York passed on the 28th day of January, 1929, amending by-law number 1000 of the said corporation, so as to provide for the excess cost of the work therein mentioned, is hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof. 6 By-law No. 1508, confirmed 1927 c. 138.

(2) The provisions of subsection 1 shall be deemed to have been in force on and after the 5th day of April, 1927, and all proceedings taken pursuant to the said by-law number 1000 shall be deemed to have been taken under such by-law as amended by by-law number 1508. Subsection 1 made retroactive.

3.—(1) *Subject to the provisions of subsection 2*, the agreement made between the corporation of the township of East York, the corporation of the town of Leaside and the Toronto Transportation Commission, dated the 5th day of April, 1928, and set out as schedule "A" hereto is hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporations and the ratepayers thereof and upon the said commission, and the said corporations and the said commission may respectively pass such by-laws, pay any monies and do all such acts, matters and things as may by them be deemed necessary for the full and proper carrying out of the provisions of the said agreement. Agreement between township and Town of Leaside and Toronto Transportation Commission confirmed.

2. (2) Notwithstanding anything contained in the said agreement the township of East York shall only be liable to pay operating deficits accruing before the 31st day of December, 1929, and after that day the fares to be charged shall be fixed by the commission, in the case of the township in conformity with the provisions of subsection 7 of section 4 of the Act passed in 1922 and chaptered 139. 

Election
of public
school
trustees.

4.—(1) The council of the corporation of the township of East York may pass a by-law providing that the election of public school trustees for each public school section in the township of East York shall be held by ballot on the same day as the municipal councillors are elected.

Procedure
at elections
of public
school
trustees.

(2) After such by-law has been passed subsections 3 to 10 of this section shall apply and such election shall thereafter be held at the same time and place and by the same returning officer or officers and conducted in the same manner as the municipal nominations and elections of councillors, and the provisions of *The Municipal Act*, respecting the manner of holding elections, including the mode of receiving nominations for office and the resignation of persons nominated, and vacancies shall *mutatis mutandis* apply to the elections.

Rev Stat.
c. 233

Ballot
papers.

(3) A separate set of ballot papers shall be prepared by the clerk of the municipality for each of the polling subdivisions in each public school section containing the names of the candidates in the same form *mutatis mutandis* as those used for councillors and no ballot shall be delivered to any person who is entered on the list of voters as a separate school supporter.

Voters lists.

(4) The voters' list to be used shall be that as finally revised by the county judge for use at the municipal election and shall contain a separate column showing opposite each elector's name the school section in respect of which he is entitled to vote in the election of trustees. The county judge in revising the voters' list shall be entitled to correct any error which may appear in respect of the school section in which the elector is entitled to vote. In any polling subdivision which contains electors in two or more school sections the deputy returning officer shall be supplied with a sufficient number of ballots containing the names of candidates in each of said school sections and each elector shall be entitled only to a ballot containing the names of the candidates for trustee in the school section marked opposite the elector's name.

Nomination
meeting.

(5) A meeting of the electors of every public school section for the nomination of candidates for the office of trustee

shall be held annually on the same day on which the meeting for the nomination of candidates for councillors is held, at the hour of 8 o'clock in the evening at such place as the board of trustees shall by resolution determine or in the absence of such resolution at the school house of the section. The secretary or secretary-treasurer (or if such office is vacant such person as may be appointed by resolution of the board of trustees) shall be the returning officer to hold the nominations for each school section. The said returning officers shall forthwith after the nominations make the returns thereof for their respective sections to the township clerk or such person as may be the returning officer for the whole municipality.

(6) The annual meeting of the electors as required by section 66 of *The Public Schools Act*, for the purpose of transacting the business as therein provided (except the election of trustees) shall be held at the same time and place as the meeting for the nomination of candidates instead of on the last Wednesday in December.

(7) In the case of union school sections which contain part of an adjoining township, such part of the adjoining township shall be considered for the purpose of the election of school trustees as part of the township of East York. The clerk of the adjoining township shall furnish to the clerk of the township of East York a certified copy of so much of the revised voters' list of the said adjoining township as contains the names of electors qualified to vote in that portion of the union school section lying within the said adjoining township and such persons shall be entitled to vote in the election of trustees for such union school section.

(8) The first meeting of each board of public school trustees shall be held on the second Wednesday in January of the year for which the trustees are elected, at the hour of 8 o'clock in the evening when the board shall be organized by the election of a chairman, a secretary and a treasurer or a secretary-treasurer.

(9) The provisions of this section shall not apply to or affect any union school section except a union school section in which the school house thereof is situated within the limits of the township of East York.

(10) All the provisions of *The Public Schools Act*, or any other statutes relating to rural school sections shall continue to apply to the said school sections except where inconsistent herewith.

(11) Any by-law for the purposes mentioned in this section shall be passed not later in the year than the 1st day of

November and shall take effect at and for the purpose of the next and each succeeding annual election.

Commencement of Act

5. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "A"

THIS AGREEMENT made in triplicate the 5th day of April, 1928

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF EAST YORK, hereinafter called the "Township,"

—and—

THE CORPORATION OF THE TOWN OF LEASIDE, hereinafter called the "Town,"

—and—

THE TORONTO TRANSPORTATION COMMISSION, hereinafter called the "Commission."

WHEREAS the Commission is at present operating a bus service in the Township pursuant to the provisions of an agreement between the Township and the Commission dated the 28th day of October 1927, which agreement was made in pursuance of certain statutory powers therein set forth.

AND WHEREAS the Commission is also operating a service within the Town and the City of Toronto, giving service from the said Town to Yonge Street in the City of Toronto pursuant to an agreement with the said Town dated the 6th day of December, 1927.

AND WHEREAS it is considered by all parties hereto advisable to connect and, as far as possible, unify the two bus services hereinbefore referred to.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree as follows:

1. The Commission will, provided the terms hereinafter set out are fulfilled, operate a transportation service on behalf of the Township and the Town for the period hereinafter set forth, provided always that under no circumstances is the Commission or the Corporation of the City of Toronto to be at any cost or expense or to incur any liability by reason of such operation except as hereinafter expressly provided.

2. Transportation services to be furnished by the Commission shall be by motor bus or buses of a modern type capable of maintaining a satisfactory speed and giving adequate service and such transportation service shall be furnished from a point at or near Danforth Avenue in the City of Toronto across the East York Leaside Viaduct to a point at or near Yonge Street in the City of Toronto; such service to be furnished within the Township on Pape Avenue and or on such other suitable streets within School Section No. 27 of the Township as the Commission may from time to time deem advisable; within the Town on Liard Drive and McRae Drive or alternatively, Millwood Road and within the City of Toronto on Merton Street, Millwood Road or on such other suitable streets within any of such municipalities as the Commission may from time to time deem advisable.

3. The Commission will, if the road surfaces along the whole route within the three municipalities above named are, in its judgment, suitable for such operation, give a completely unified service without transfer. Should, however, such road surfaces, in its judgment, be unsuitable for such through service, the Commission reserves the right to split such service and transfer passengers from one bus to a bus more suitable for such inferior roads.

4. The Commission shall have the sole management of the transportation service to be furnished hereunder and shall arrange for the busses, crews and equipment necessary, hours of service, running time, stops and everything else necessary or incidental to the management of the said

transportation service. The fares to be charged shall be fixed from time to time by the Commission and, in the case of the Township, as far as possible so as to carry into effect the provisions of the Statute 12-13 George V, Chapter 139, Section 4, sub-section 7.

5. The Township and Town respectively agree to place in good condition and so to maintain the road surface on any streets or highways within their municipal limits on which the buses in question are to be operated and will also provide reasonably adequate lighting for such streets and highways. Should the road surfaces upon any of the streets and highways upon which the buses in question are to be operated, whether within the municipal limits of the Town or Township or the City of Toronto, become, in the judgment of the Commission, wholly unsuitable for bus operation, the Commission shall have the right to suspend operation on such unsuitable portions of the highways until such time as the said highways are put into suitable shape for such operation. In case of any such suspension of operation as aforesaid, neither the Town or the Township shall have any claim against the Commission in respect of such suspension, and this agreement and the rights of the parties hereunder shall be unaffected by such suspension as aforesaid.

6. The Commission will, as far as it may be in its power, clean the snow from and sand in an adequate manner, the roads on which the buses in question are to be operated, including such operation of such routes as may be within the City of Toronto. Provided, however, that the Commission will incur no liability to either the Township or the Town by reason of any default in keeping the said routes cleaned of snow and sanded as aforesaid, and provided further that any expenses incurred by the Commission hereunder shall be the only charges to be made against the transportation facilities herein provided for in respect of the provision or maintenance of road surfaces.

7. The Commission will endeavour at all times during the term hereof to maintain an adequate service hereunder but will incur no liability to the Township or Town for failure to give a service as herein agreed whether such failure be by reason of weather conditions, strike, fire, riot, act of God or otherwise.

8. The Township and the Town respectively agree that during the terms of this agreement they will take all means within their power to ensure to the Commission the exclusive right of furnishing, in any manner whatsoever, local transportation within the limits of the municipalities, where such transportation competes with the transportation services operated from time to time hereunder, and that in particular they will pass and enforce such by-laws as they may legally pass to prevent the operation of buses or jitneys within such limits except as herein provided for.

9. All claims or actions for alleged negligence in the operation of such buses shall be made or brought against the Commission and dealt with by it and the Commission shall have, through its Solicitor, the conduct and control of all such claims and actions and of any action brought against the Township or the Town in respect of any such alleged negligence and may defend or compromise the same as it deems expedient.

10. The Township and the Town agree that the Commission shall apportion receipts and expenditures of the said bus services to be operated hereunder as between the Town and the Township, as to the Commission from time to time may appear equitable and both the said parties hereby agree that the judgment of the Commission as to such apportionment shall be final and absolute and binding upon both of the said parties.

11. The Commission shall furnish the Town and the Township from month to month, a statement of the receipts and expenditures in connection with such operation and the provision of facilities therefor, and in case of a surplus, will forward to the Town and the Township with such statement the amount of such surplus apportioned between the Town and the Township as it thinks proper; in case of a deficit, the amount of such deficit, as apportioned between the Town and the Township shall be forwarded by the said Town and Township to the Commission within ten days of receipt of such statement as aforesaid. Should the Township and/or

the Town make default in providing the Commission with the amount of such deficit in the time above limited, this agreement may, as to such municipality in default, at the option of the Commission, be cancelled and the Commission may recover from the municipality in default the amount of such deficit as apportioned and any other costs, charges and expenses it may have been put to by reason of such default as aforesaid or by reason of the making of this agreement.

12. The system of accounting for the costs of providing facilities and of operation of the buses as aforesaid shall be the classification of accounts for bus operation adopted in October 1925 by the American Electric Railway Association, and any future revisions thereof.

13. For all purposes of this agreement the routes to be operated shall be deemed to include any terminal loops whether such loops shall be within or without the municipal limits of the Town or the Township from time to time.

14. Any payments to be made for or in respect of claims or actions for alleged negligence in the operation of such buses shall be made by the Commission and the only amount chargeable by the Commission shall be the same annual cost per car and bus mile as is from time to time incurred by the Commission in the operation of its cars, buses and coaches in and about the City of Toronto in respect of such items (including therein administration and legal expenses).

15. The Commission is to be allowed the sum of seven per cent. of the gross total expenses of operation from month to month to reimburse it for its costs of administration and management in connection with the said operation and such moneys are to be from time to time retained by the Commission for its own use.

16. The respective treasurers of the Town and the Township, or any other qualified person agreed to by the parties hereto, shall at all times during the currency hereof have, on request, access to the books, vouchers, etc., of the Commission dealing with receipts or expenditures in connection with the services provided for hereinunder.

17. This agreement shall continue in force until the bus services provided for by this agreement are superseded in whole or in part by a street railway service.

18. The parties hereto agree that they will use their best endeavours to have this agreement ratified and confirmed at the next ensuing Session of the Legislature of the Province of Ontario.

19. This agreement shall supersede the agreement with the Township dated the 28th day of October 1927, and the agreement with the Town dated the 6th day of December 1927, hereinbefore referred to, but if the parties hereto are unable to secure validation of this agreement as provided for in the next preceding paragraph, this agreement shall, as between the Township and the Commission be deemed to have been entered into pursuant to the statutory powers in that behalf, and the joining of the Town in the said agreement shall not be held to affect the reciprocal rights and obligations of the Commission and the Township hereunder.

IN WITNESS WHEREOF the parties hereto have hereunto set their corporate seals by the hands of their proper officers in that behalf, on the day and year first above written.

[SEAL] THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF
EAST YORK.

R. M. LESLIE, *Reeve*.
W. H. HEATON, *Clerk*.

[SEAL] CORPORATION OF THE TOWN OF LEASIDE,
H. HORSFALL, *Mayor*.

A. T. LAWSON, *Clerk Treasurer*.

[SEAL] THE TORONTO TRANSPORTATION COMMISSION,
P. W. ELLIS, *Chairman*
H. A. CAMERON, *Secretary*.

BILL.

An Act respecting the Township of East
York.

1st Reading

February 26th, 1929.

2nd Reading

3rd Reading

MR. MACALAY.

(*Reprinted as amended by the Private Bills
Committee.*)

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Township of East York.

WHEREAS the corporation of the township of East Preamble.
York has by its petition prayed for special legislation
in regard to the matters hereinafter set forth: and whereas
it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent
of the Legislative Assembly of the Province of Ontario,
enacts as follows:—

1. This Act may be cited as *The Township of East York* Short title.
Act, 1929.

2.—(1) Notwithstanding anything contained in section 6 By-law
No. 1508,
confirmed.
1927, c. 138.
of an Act passed in 1927, chaptered 138, intituled *An Act
respecting the East York-Leaside Viaduct*, by-law number
1508 of the municipal corporation of the township of East
York passed on the 28th day of January, 1929, amending
by-law number 1000 of the said corporation, so as to provide
for the excess cost of the work therein mentioned, is hereby
ratified and confirmed and declared to be legal, valid and
binding upon the said corporation and the ratepayers thereof.

(2) The provisions of subsection 1 shall be deemed to have Subsection
1, made
retroactive.
been in force on and after the 5th day of April, 1927, and all
proceedings taken pursuant to the said by-law number 1000
shall be deemed to have been taken under such by-law as
amended by by-law number 1508.

3.—(1) Subject to the provisions of subsection 2, the agree- Agreement
between
township
and Town of
Leaside and
Toronto
Transporta-
tion Com-
mission,
confirmed.
ment made between the corporation of the township of East
York, the corporation of the town of Leaside and the Toronto
Transportation Commission, dated the 5th day of April, 1928,
and set out as schedule "A" hereto is hereby ratified and
confirmed and declared to be legal, valid and binding upon
the said corporations and the ratepayers thereof and upon
the said commission, and the said corporations and the said
commission may respectively pass such by-laws, pay any
monies and do all such acts, matters and things as may by
them be deemed necessary for the full and proper carrying
out of the provisions of the said agreement.

(2) Notwithstanding anything contained in the said agreement the township of East York shall only be liable to pay operating deficits accruing before the 31st day of December, 1929, and after that day the fares to be charged shall be fixed by the commission, in the case of the township, in conformity with the provisions of subsection 7 of section 4 of the Act passed in 1922 and chaptered 139.

Election
of public
school
trustees.

4.—(1) The council of the corporation of the township of East York may pass a by-law providing that the election of public school trustees for each public school section in the township of East York shall be held by ballot on the same day as the municipal councillors are elected.

Procedure
at elections
of public
school
trustees.

(2) After such by-law has been passed subsections 3 to 10 of this section shall apply and such election shall thereafter be held at the same time and place and by the same returning officer or officers and conducted in the same manner as the municipal nominations and elections of councillors, and the provisions of *The Municipal Act*, respecting the manner of holding elections, including the mode of receiving nominations for office and the resignation of persons nominated, and vacancies shall *mutatis mutandis* apply to the elections.

Rev. Stat.,
c. 233.

Ballot
papers.

(3) A separate set of ballot papers shall be prepared by the clerk of the municipality for each of the polling subdivisions in each public school section containing the names of the candidates in the same form *mutatis mutandis* as those used for councillors and no ballot shall be delivered to any person who is entered on the list of voters as a separate school supporter.

Voters' lists.

(4) The voters' list to be used shall be that as finally revised by the county judge for use at the municipal election and shall contain a separate column showing opposite each elector's name the school section in respect of which he is entitled to vote in the election of trustees. The county judge in revising the voters' list shall be entitled to correct any error which may appear in respect of the school section in which the elector is entitled to vote. In any polling subdivision which contains electors in two or more school sections the deputy returning officer shall be supplied with a sufficient number of ballots containing the names of candidates in each of said school sections and each elector shall be entitled only to a ballot containing the names of the candidates for trustee in the school section marked opposite the elector's name.

Nomination
meeting.

(5) A meeting of the electors of every public school section for the nomination of candidates for the office of trustee

shall be held annually on the same day on which the meeting for the nomination of candidates for councillors is held, at the hour of 8 o'clock in the evening at such place as the board of trustees shall by resolution determine or in the absence of such resolution at the school house of the section. The secretary or secretary-treasurer (or if such office is vacant such person as may be appointed by resolution of the board of trustees) shall be the returning officer to hold the nominations for each school section. The said returning officers shall forthwith after the nominations make the returns thereof for their respective sections to the township clerk or such person as may be the returning officer for the whole municipality.

(6) The annual meeting of the electors as required by section 66 of *The Public Schools Act*, for the purpose of transacting the business as therein provided (except the election of trustees) shall be held at the same time and place as the meeting for the nomination of candidates instead of on the last Wednesday in December.

Annual
meeting.
Rev. Stat.,
c. 323.

(7) In the case of union school sections which contain part of an adjoining township, such part of the adjoining township shall be considered for the purpose of the election of school trustees as part of the township of East York. The clerk of the adjoining township shall furnish to the clerk of the township of East York a certified copy of so much of the revised voters' list of the said adjoining township as contains the names of electors qualified to vote in that portion of the union school section lying within the said adjoining township and such persons shall be entitled to vote in the election of trustees for such union school section.

Union
school
sections.

(8) The first meeting of each board of public school trustees shall be held on the second Wednesday in January of the year for which the trustees are elected, at the hour of 8 o'clock in the evening when the board shall be organized by the election of a chairman, a secretary and a treasurer or a secretary-treasurer.

First
meeting of
Board

(9) The provisions of this section shall not apply to or affect any union school section except a union school section in which the school house thereof is situated within the limits of the township of East York.

Application
of section
only where
school house
situate
within
township.

(10) All the provisions of *The Public Schools Act*, or any other statutes relating to rural school sections shall continue to apply to the said school sections except where inconsistent herewith.

Application
of Rev. Stat.,
c. 323, and
other Acts.

(11) Any by-law for the purposes mentioned in this section shall be passed not later in the year than the 1st day of

By-law
to be passed
not later
than Novem-
ber 1st.

November and shall take effect at and for the purpose of the next and each succeeding annual election.

Commence-
ment of
Act.

5. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "A"

THIS AGREEMENT made in triplicate the 5th day of April, 1928

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF EAST YORK, hereinafter called the "Township,"

—and—

THE CORPORATION OF THE TOWN OF LEASIDE, hereinafter called the "Town,"

—and—

THE TORONTO TRANSPORTATION COMMISSION, hereinafter called the "Commission."

WHEREAS the Commission is at present operating a bus service in the Township pursuant to the provisions of an agreement between the Township and the Commission dated the 28th day of October 1927, which agreement was made in pursuance of certain statutory powers therein set forth.

AND WHEREAS the Commission is also operating a service within the Town and the City of Toronto, giving service from the said Town to Yonge Street in the City of Toronto pursuant to an agreement with the said Town dated the 6th day of December, 1927.

AND WHEREAS it is considered by all parties hereto advisable to connect and, as far as possible, unify the two bus services hereinbefore referred to.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree as follows:

1. The Commission will, provided the terms hereinafter set out are fulfilled, operate a transportation service on behalf of the Township and the Town for the period hereinafter set forth, provided always that under no circumstances is the Commission or the Corporation of the City of Toronto to be at any cost or expense or to incur any liability by reason of such operation except as hereinafter expressly provided.

2. Transportation services to be furnished by the Commission shall be by motor bus or buses of a modern type capable of maintaining a satisfactory speed and giving adequate service and such transportation service shall be furnished from a point at or near Danforth Avenue in the City of Toronto across the East York Leaside Viaduct to a point at or near Yonge Street in the City of Toronto; such service to be furnished within the Township on Pape Avenue and or on such other suitable streets within School Section No. 27 of the Township as the Commission may from time to time deem advisable; within the Town on Liard Drive and McRae Drive or alternatively, Millwood Road and within the City of Toronto on Merton Street, Millwood Road or on such other suitable streets within any of such municipalities as the Commission may from time to time deem advisable.

3. The Commission will, if the road surfaces along the whole route within the three municipalities above named are, in its judgment, suitable for such operation, give a completely unified service without transfer. Should, however, such road surfaces, in its judgment, be unsuitable for such through service, the Commission reserves the right to split such service and transfer passengers from one bus to a bus more suitable for such inferior roads.

4. The Commission shall have the sole management of the transportation service to be furnished hereunder and shall arrange for the busses, crews and equipment necessary, hours of service, running time, stops and everything else necessary or incidental to the management of the said

transportation service. The fares to be charged shall be fixed from time to time by the Commission and, in the case of the Township, as far as possible so as to carry into effect the provisions of the Statute 12-13 George V, Chapter 139, Section 4, sub-section 7.

5. The Township and Town respectively agree to place in good condition and so to maintain the road surface on any streets or highways within their municipal limits on which the buses in question are to be operated and will also provide reasonably adequate lighting for such streets and highways. Should the road surfaces upon any of the streets and highways upon which the buses in question are to be operated, whether within the municipal limits of the Town or Township or the City of Toronto, become, in the judgment of the Commission, wholly unsuitable for bus operation, the Commission shall have the right to suspend operation on such unsuitable portions of the highways until such time as the said highways are put into suitable shape for such operation. In case of any such suspension of operation as aforesaid, neither the Town or the Township shall have any claim against the Commission in respect of such suspension, and this agreement and the rights of the parties hereunder shall be unaffected by such suspension as aforesaid.

6. The Commission will, as far as it may be in its power, clean the snow from and sand in an adequate manner, the roads on which the buses in question are to be operated, including such operation of such routes as may be within the City of Toronto. Provided, however, that the Commission will incur no liability to either the Township or the Town by reason of any default in keeping the said routes cleaned of snow and sanded as aforesaid, and provided further that any expenses incurred by the Commission hereunder shall be the only charges to be made against the transportation facilities herein provided for in respect of the provision or maintenance of road surfaces.

7. The Commission will endeavour at all times during the term hereof to maintain an adequate service hereunder but will incur no liability to the Township or Town for failure to give a service as herein agreed whether such failure be by reason of weather conditions, strike, fire, riot, act of God or otherwise.

8. The Township and the Town respectively agree that during the terms of this agreement they will take all means within their power to ensure to the Commission the exclusive right of furnishing, in any manner whatsoever, local transportation within the limits of the municipalities, where such transportation competes with the transportation services operated from time to time hereunder, and that in particular they will pass and enforce such by-laws as they may legally pass to prevent the operation of buses or jitneys within such limits except as herein provided for.

9. All claims or actions for alleged negligence in the operation of such buses shall be made or brought against the Commission and dealt with by it and the Commission shall have, through its Solicitor, the conduct and control of all such claims and actions and of any action brought against the Township or the Town in respect of any such alleged negligence and may defend or compromise the same as it deems expedient.

10. The Township and the Town agree that the Commission shall apportion receipts and expenditures of the said bus services to be operated hereunder as between the Town and the Township, as to the Commission from time to time may appear equitable and both the said parties hereby agree that the judgment of the Commission as to such apportionment shall be final and absolute and binding upon both of the said parties.

11. The Commission shall furnish the Town and the Township from month to month, a statement of the receipts and expenditures in connection with such operation and the provision of facilities therefor, and in case of a surplus, will forward to the Town and the Township with such statement the amount of such surplus apportioned between the Town and the Township as it thinks proper; in case of a deficit, the amount of such deficit, as apportioned between the Town and the Township shall be forwarded by the said Town and Township to the Commission within ten days of receipt of such statement as aforesaid. Should the Township and/or

the Town make default in providing the Commission with the amount of such deficit in the time above limited, this agreement may, as to such municipality in default, at the option of the Commission, be cancelled and the Commission may recover from the municipality in default the amount of such deficit as apportioned and any other costs, charges and expenses it may have been put to by reason of such default as aforesaid or by reason of the making of this agreement.

12. The system of accounting for the costs of providing facilities and of operation of the buses as aforesaid shall be the classification of accounts for bus operation adopted in October 1925 by the American Electric Railway Association, and any future revisions thereof.

13. For all purposes of this agreement the routes to be operated shall be deemed to include any terminal loops whether such loops shall be within or without the municipal limits of the Town or the Township from time to time.

14. Any payments to be made for or in respect of claims or actions for alleged negligence in the operation of such buses shall be made by the Commission and the only amount chargeable by the Commission shall be the same annual cost per car and bus mile as is from time to time incurred by the Commission in the operation of its cars, buses and coaches in and about the City of Toronto in respect of such items (including therein administration and legal expenses).

15. The Commission is to be allowed the sum of seven per cent. of the gross total expenses of operation from month to month to reimburse it for its costs of administration and management in connection with the said operation and such moneys are to be from time to time retained by the Commission for its own use.

16. The respective treasurers of the Town and the Township, or any other qualified person agreed to by the parties hereto, shall at all times during the currency hereof have, on request, access to the books, vouchers, etc., of the Commission dealing with receipts or expenditures in connection with the services provided for hereinunder.

17. This agreement shall continue in force until the bus services provided for by this agreement are superseded in whole or in part by a street railway service.

18. The parties hereto agree that they will use their best endeavours to have this agreement ratified and confirmed at the next ensuing Session of the Legislature of the Province of Ontario.

19. This agreement shall supersede the agreement with the Township dated the 28th day of October 1927, and the agreement with the Town dated the 6th day of December 1927, hereinbefore referred to, but if the parties hereto are unable to secure validation of this agreement as provided for in the next preceding paragraph, this agreement shall, as between the Township and the Commission be deemed to have been entered into pursuant to the statutory powers in that behalf, and the joining of the Town in the said agreement shall not be held to affect the reciprocal rights and obligations of the Commission and the Township hereunder.

IN WITNESS WHEREOF the parties hereto have hereunto set their corporate seals by the hands of their proper officers in that behalf, on the day and year first above written.

[SEAL] THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF
EAST YORK.

R. M. LESLIE, *Recv.*
W. H. HEATON, *Clerk.*

[SEAL] CORPORATION OF THE TOWN OF LEASIDE,
H. HORSFALL, *Mayor.*

A. T. LAWSON, *Clerk Treasurer.*

[SEAL] THE TORONTO TRANSPORTATION COMMISSION,
P. W. ELLIS, *Chairman*
H. A. CAMERON, *Secretary.*

BILL.

An Act respecting the Township of East
York.

1st Reading

February 26th, 1929.

2nd Reading

March 18th, 1929.

3rd Reading

March 25th, 1929.

MR. MACCARTHY.

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Township of North York.

WHEREAS the corporation of the township of North York has by its petition prayed for special legislation in respect to the matters hereinbefore set forth; and whereas it is expedient to grant the prayer of the said petition;

Preamble.

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. All sales of land within the township of North York made prior to the 31st day of December, 1927, which purport to have been made by the corporation of the township of North York or by its treasurer for arrears of taxes in respect to the lands so sold, are hereby validated and confirmed and all conveyances of land so sold executed by the reeve, treasurer and clerk of the said township purporting to convey the said lands so sold to the purchaser thereof or his assigns, shall have the effect of vesting the lands so sold in the purchaser or his or her heirs and assigns in fee simple, clear of and free from all right, title and interest whatsoever of the owners thereof at the time of said sale or their assigns and clear of and free from all charges and encumbrances thereon and dower therein except taxes accruing after those for non-payment of which the said lands were sold.

Tax sales and deeds, confirmed.

2. No part of the township of North York shall, after the passing of this Act be annexed to any adjoining municipality or be incorporated as a municipality separate and apart from the township of North York, without the consent of the council of the township of North York.

No annexation of part of Township without consent of council.

3.—(1) Notwithstanding anything contained in *The Public Schools Act*, public school trustees in school sections and union school sections situated or partly situated within the township of North York, shall, subject to the provisions of subsection 2 of this section, be elected by ballot at the same time and in the same manner as the members of the municipal council.

Election by ballot for public school trustees, Rev Stat., c. 323.

Resolution
of electors
required.

(2) Subsection 1 hereof shall be in force only in those school sections and union school sections in which the electors at an annual or special school meeting, pass a resolution declaring that subsection 1 of this section shall apply to such school section or union school section.

Agreement
with Bay-
view Heights
Limited
confirmed.

4. The agreement made between Bayview Heights Limited and the corporation of the township of North York, dated the 31st day of October, 1928, and set out in schedule "A" hereto, is hereby ratified and confirmed and declared to be valid and binding upon the parties thereto, their successors and assigns.

By-law
No. 714 re
construction
of steel and
concrete
bridge over
Don ravine,
confirmed.
Rev. Stat.,
c. 235.

5. By-law number 714 of the township of North York authorizing the construction of a steel and concrete bridge over the Don Ravine from the northerly end of MacLaren Avenue to Bayview Street, as a local improvement under the provisions of *The Local Improvement Act* and set out in schedule "B" hereto, is hereby ratified and confirmed and declared to be valid and binding upon the said corporation and the ratepayers thereof, and the corporation of the township of North York is hereby authorized to construct the said bridge as a local improvement under the provisions of *The Local Improvement Act* and of this Act.

Power
to assess
cost of bridge
by a special
rate on land
benefitted.

6. Notwithstanding the provisions of *The Local Improvement Act* or any by-law heretofore passed by the council of the corporation of the township of North York, the council of the corporation of the township of North York may by by-law assess the whole cost of the said bridge by a special rate on the assessed value of the rateable land in that portion of the township of North York immediately benefitted by the said bridge and described in said by-law number 714 of the township of North York.

Rates levied
deemed local
improvement
rates in
ascertaining
limit of
borrowing
powers.
Rev. Stat.,
c. 233.

7. All rates levied pursuant to the provisions of this Act shall be deemed to be local improvement rates for the purpose of section 306 of *The Municipal Act* and no rate levied pursuant to this Act shall be deemed to be included in the rate of two and one-half cents on the dollar referred to in that section for the purpose of determining whether the council of the corporation of the township of North York may contract any further debts and any debt may be contracted pursuant to this Act notwithstanding the limitations provided by the said section.

Issue of
debentures
to meet cost
of sidewalks
and street
lights on
Hogg's
Hollow
bridge.

8.—(1) The council of the corporation of the township of North York may, without the assent of the electors, issue debentures for any part of the cost of the construction of sidewalks and street lighting works on the Hogg's Hollow

bridge in the said township paid by the said corporation, and may by the by-law authorizing the issuing of such debentures, define a section or area of the said township and may provide that the whole or such portion of the amounts required to pay such debentures as council may determine, together with the whole or such portion of the annual cost of maintaining such street lighting works as council may determine, shall be specially assessed on the lots in said section or area, according to the extent of their frontage, by an equal special rate per foot of such frontage.

Frontage
Rate on lots
in area
benefitted

(2) The provisions of *The Local Improvement Act* as to the preparation of the assessment roll, appeals to the court of revision, and appeals from the court of revision to the county Judge and regarding the exemption of certain lots from the said special assessment and deductions from the said special assessment, shall be applicable to the special assessment levied under the provisions of subsection 1 hereof.

Application
of certain
provisions of
Rev. Stat.,
c. 235.

9.—(1) The Board of School Trustees of the township School Area of School Sections numbers 3, 4 and 5 of the township of North York shall, for all purposes, be deemed to be a school board in an urban municipality and shall have all the powers and privileges and be subject to all the duties, obligations and liabilities of a board in an urban municipality.

School
Boards of
certain
sections
deemed
urban
boards.

(2) The council of the township of North York may borrow money by the issue of debentures for the purposes set out in section 53 of *The Public Schools Act* in the manner set out in the said section 53 without the sanction of the ratepayers required by section 54 of *The Public Schools Act*.

Power
to borrow
money for
purposes of
Rev. Stat.,
c. 323, s. 53,
without
assent of
ratepayers.

10.—(1) Union School Sections numbers 7, 8, 10 and 28 partly situated in the said township of North York shall be dissolved on the 25th day of December, 1929, and the portions of such Union School Sections situated in the said township of North York shall be added to such school section in the said township of North York as the council of the said township shall by by-law passed before the 1st day of July, 1929, determine.

Dissolution
of certain
union school
sections

(2) The adjustment of all rights, claims, assets and liabilities consequent upon the dissolution of each of said union school sections shall be settled by arbitrators appointed in the manner prescribed in section 30 of *The Public Schools Act* and such arbitrators shall have all the powers and duties of arbitrators appointed under that section of *The Public Schools Act*.

Adjustment
of assets and
liabilities.

Rev. Stat.,
c. 323.

11. This Act shall come into force on the day upon which it receives Royal Assent.

Commence-
ment of
Act.

SCHEDULE "A."

This agreement made this 31st day of October, 1928,

BETWEEN:

BAYVIEW HEIGHTS, LIMITED,
hereinafter called the "Party"

and

THE CORPORATION OF THE TOWNSHIP OF NORTH YORK,
hereinafter called the "Corporation"

of the first part,

of the second part.

Whereas the party of the first part has requested the Corporation to construct a steel and concrete bridge over the Don Ravine from the northerly end of MacLaren Avenue to Bayview Avenue;

And whereas the Corporation has agreed to construct such bridge but requires the party of the first part to guarantee payment of the first five annual special rates levied to pay for the cost of constructing such bridge;

And whereas the party of the first part has agreed to guarantee the payment of such rates in the manner hereinafter provided and to give security for the due performance by the party of the first part of this agreement and to pay a part of the cost of constructing such bridge;

Therefore this agreement witnesseth that it is agreed by and between the party of the first part and the corporation as follows:—

1. The Corporation will construct a steel and concrete bridge including the approaches thereto over the Don Ravine from the northerly end of MacLaren Avenue to Bayview Avenue in accordance with the request of the party of the first part and under the provisions of *The Local Improvement Act* or such other legislation as may now or hereafter be in force authorizing the construction of such work. The northerly approach to such bridge shall include a right-of-way sixty-six feet (66') in width from Bayview Avenue as it exists at present to the northerly end of such bridge.

2. The party of the first part will pay the Corporation the sum of Forty Thousand Dollars (\$40,000.00) on the date of the letting of the tenders for the construction of the bridge and this Forty Thousand Dollars (\$40,000.00) shall be used by the Corporation in partial payment of the cost of construction of the said bridge.

3. The excess cost of such bridge and approaches over the sum of Forty Thousand Dollars shall be assessed by a special rate over such portion of the Township of North York as the Council thereof may determine by the by-law undertaking the said work.

4. The party of the first part will co-operate with the Corporation to the best of its ability in securing legislation which will enable the Corporation to levy the special annual rate required to pay for the cost of constructing such bridge and approaches by a special rate on the dollar on all the land in the area specially assessed instead of by a rate per foot frontage.

5. The party of the first part covenants and agrees to and with the Corporation that the first five annual special rates imposed to pay for the cost of constructing the said bridge and approaches shall be paid to the Corporation as and when the same become due under the provisions of the Statutes and By-laws in that behalf.

6. In the event of the said special annual rates or any part thereof remaining unpaid on the 14th day of December in the year in which the same are due the party of the first part shall forthwith pay to the Corporation the amount then due and unpaid for the said special annual rate imposed for that year.

7. In the event of any of the lands specially assessed for such bridge and approaches not being owned by the party of the first part at the time default is made in the payment of such special annual rate the payment made by the party of the first part hereunder in respect of such land shall be deemed to be a deposit only, and the Corporation shall notwithstanding such deposit without delay take all available proceedings to collect such special annual rates and as and when the same or any part hereof are collected the Corporation shall forthwith return to the party of the first part a proper proportion of such deposit.

8. In the event of the Corporation succeeding in collecting the said special annual rates in full together with the lawful penalties for default in payment of the same the Corporation shall pay to the party of the first part interest on the proportion of the deposit returned to the party of the first part at the rate of interest paid by the Corporation for Bank loans at the time of such return to the party of the first part but otherwise no interest shall be allowed by the Corporation on the said deposit.

9. The party of the first part shall furnish the Corporation with a bond of a suitable surety Company or such other security as may hereafter be agreed upon between the parties hereto guaranteeing the due performance by the said party of the first part of all its obligations under this agreement.

10. Nothing herein contained shall in any way alter, affect, limit or prejudice the rights of the Corporation to take all such proceedings as are now or may hereafter be authorized by law for the collection of the said special annual rates or any of them, nor shall anything herein contained be construed as a waiver of any rights of priority which the Corporation may now or hereafter have.

11. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors and assigns.

In witness whereof the parties hereto have hereunto set their corporate seals by the hands of the proper officers in that behalf.

Signed, sealed and delivered, in the presence of:

(Sgd.) BAYVIEW HEIGHTS, LIMITED,
J. F. McPARLAND, *President*,
D. D. McLEOD, *Sec.-Treasurer*,
(SEAL)
TOWNSHIP OF NORTH YORK,
WM. W. ANDERSON, *Reeve*,
H. D. GOODE, *Clerk*,
(SEAL)

SCHEDULE "B."

CONSTRUCTION BY-LAW NUMBER 714

TOWNSHIP OF NORTH YORK

A By-law to authorize the construction of a steel and concrete bridge over the Don Ravine from the northerly end of MacLaren Avenue to Bayview Street as a local improvement under the provisions of *The Local Improvement Act*.

Whereas it has been duly declared by Declaratory By-law Number 687 passed by a vote of two-thirds of all the members of the Council, desirable that the construction of the work hereinafter described shall be undertaken as a local improvement;

And whereas notice of the intention of the Council to undertake such work was duly published more than twenty-one days prior to the passing of this By-law;

And whereas no petition has been made to the Ontario Railway and Municipal Board pursuant to the said Act;

And whereas this Council is of the opinion that it will be inequitable to charge the cost of the work on the lands abutting directly on such work;

And whereas the Council has procured to be made the reports, estimates and statements required for undertaking the said work;

Therefore the Municipal Council of the Corporation of the Township of North York by a vote of three-fourths of all the members thereof, enacts as follows:—

1. That as so declared a steel and concrete bridge be constructed over the Don Ravine from MacLaren Avenue to Bayview Street as a part of a diversion of the said Bayview Street as a local improvement under the provisions of *The Local Improvement Act*.

2. That the cost of such bridge be specially assessed upon the following lands in the said Township of North York which will be immediately benefited by the work:—

(a) The easterly half of lot 5 in Concession 2, east of Yonge Street.

(b) The westerly 39.574 acres of Lot 5, Concession 3, East of Yonge Street.

(c) All of Lots 6, 7, 8, 9 and 10, Concession 2, east of Yonge Street.

(d) All of Lots 8, 9 and 10 in Concession 1, east of Yonge Street lying east of a line drawn parallel to Bayview Street and distant five hundred feet westerly therefrom, and all of Lot 7 in Concession 1, east of Yonge Street lying east of a line drawn parallel to Bayview Street and five hundred feet westerly therefrom and lying north of Snowden Avenue.

3. That the Engineer of the Corporation do forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the making of a contract for the execution of the work, or for the carrying on and executing of the work by day labour.

4. That the work shall be carried on and executed under the superintendence and according to the directions and orders of such engineer.

5. The Reeve and Clerk are authorized to cause a contract for the construction of the work to be made and entered into with some person or persons, firm or corporation, subject to the approval of this Council to be declared by resolution, unless this Council decides by resolution to carry on and execute the work by day labour in which event the work shall be carried on and executed by day labour.

6. The Treasurer may, subject to the approval of the Council agree with any bank or person for temporary advances of money to meet the cost of the work pending the completion of it.

7. The special assessment shall be paid by thirty annual instalments.

8. The debentures to be issued for the loan to be effected to pay for the cost of the work when completed shall bear interest at such rate as this Council may determine and be made payable within thirty years on the instalment plan.

Enacted and passed this 21st day of January, A.D. 1929.

(Sgd.) H. D. GOODE, *Clerk*.

(Sgd.) JAS. MUIRHEAD, *Recd.*

(SEAL)

19 George V, 1929.

BILL.

An Act respecting the Township of North
York.

1st Reading

2nd Reading

3rd Reading

MR. MACCLAY.

(*Private Bill.*)

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Township of North York.

WHEREAS the corporation of the township of North York has by its petition prayed for special legislation in respect to the matters hereinbefore set forth; and whereas it is expedient to grant the prayer of the said petition; Preamble

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. All sales of land within the township of North York made prior to the 31st day of December, 1927, which purport to have been made by the corporation of the township of North York or by its treasurer for arrears of taxes in respect to the lands so sold, are hereby validated and confirmed and all conveyances of land so sold executed by the reeve, treasurer and clerk of the said township purporting to convey the said lands so sold to the purchaser thereof or his assigns, shall have the effect of vesting the lands so sold in the purchaser or his or her heirs and assigns in fee simple, clear of and free from all right, title and interest whatsoever of the owners thereof at the time of said sale or their assigns and clear of and free from all charges and encumbrances thereon and dower therein except taxes accruing after those for non-payment of which the said lands were sold. Tax sale and deeds, confirmed

2.—(1) No part of the township of North York shall, after the passing of this Act be annexed to any adjoining municipality or be incorporated as a municipality separate and apart from the township of North York, without the consent of the council of the township of North York. No annexation of part of Township without consent of council

(2) This section shall remain in force for one year only after this Act comes into force.

3.—(1) The council of the corporation of the township of North York may from time to time pass by-laws providing that the election of public school trustees for such public school sections in the township of North York as the council Election of public school trustees.

may by such by-laws determine, shall be held by ballot on the same day as the municipal councillors are elected.

Procedure
at elections
of public
school
trustees.

(2) After such by-law has been passed subsections 3 to 10 of this section shall apply and such election shall thereafter be held at the same time and place and by the same returning officer or officers and conducted in the same manner as the municipal nominations and elections of councillors, and the provisions of *The Municipal Act*, respecting the manner of holding elections, including the mode of receiving nominations for office and the resignation of persons nominated, and vacancies shall *mutatis mutandis* apply to the elections.

Rev Stat.,
c. 233.

Ballot
papers.

(3) A separate set of ballot papers shall be prepared by the clerk of the municipality for each of the polling subdivisions in each public school section containing the names of the candidates in the same form *mutatis mutandis* as those used for councillors and no ballot shall be delivered to any person who is entered on the list of voters as a separate school supporter.

Voters' lists.

(4) The voters' list to be used shall be that as finally revised by the county judge for use at the municipal election and shall contain a separate column showing opposite each elector's name the school section in respect of which he is entitled to vote in the election of trustees. The county judge in revising the voters' list shall be entitled to correct any error which may appear in respect of the school section in which the elector is entitled to vote. In any polling subdivision which contains electors in two or more school sections the deputy returning officer shall be supplied with a sufficient number of ballots containing the names of candidates in each of said school sections and each elector shall be entitled only to a ballot containing the names of the candidates for trustee in the school section marked opposite the elector's name.

Nomination
meeting.

(5) A meeting of the electors of every public school section for the nomination of candidates for the office of trustee shall be held annually on the same day on which the meeting for the nomination of candidates for councillors is held, at the hour of 8 o'clock in the evening at such place as the board of trustees shall by resolution determine or in the absence of such resolution at the school house of the section. The secretary or secretary-treasurer (or if such office is vacant such person as may be appointed by resolution of the board of trustees) shall be the returning officer to hold the nominations for each school section. The said returning officers shall forthwith after the nominations make the returns thereof for their respective sections to the township clerk or such person as may be the returning officer for the whole municipality.


(6) The annual meeting of the electors as required by ^{Annual meeting} section 66 of *The Public Schools Act*, for the purpose of ^{Rev. Stat., c. 323.} transacting the business as therein provided (except the election of trustees) shall be held at the same time and place as the meeting for the nomination of candidates instead of on the last Wednesday in December.

(7) In the case of union school sections which contain ^{Union school sections} part of an adjoining township, such part of the adjoining township shall be considered for the purpose of the election of school trustees as part of the township of North York. The clerk of the adjoining township shall furnish to the clerk of the township of North York a certified copy of so much of the revised voters' list of the said adjoining township as contains the names of electors qualified to vote in that portion of the union school section lying within the said adjoining township and such persons shall be entitled to vote in the election of trustees for such union school section.

(8) The first meeting of each board of public school ^{First meeting of Board.} trustees shall be held on the second Wednesday in January of the year for which the trustees are elected, at the hour of 8 o'clock in the evening when the board shall be organized by the election of a chairman, a secretary and a treasurer or a secretary-treasurer.

(9) The provisions of this section shall not apply to or ^{Application of section only where school house situate within township.} affect any union school section except a union school section in which the school house thereof is situated within the limits of the township of North York.

(10) All the provisions of *The Public Schools Act*, or any ^{Application of Rev. Stat., c. 323, and other Acts.} other statutes relating to rural school sections shall continue to apply to the said school sections except where inconsistent herewith.

(11) Any by-law for the purposes mentioned in this section ^{By-law to be passed not later than November 1st.} shall be passed not later in the year than the 1st day of November and shall take effect at and for the purpose of the next and each succeeding annual election. 

4. The agreement made between Bayview Heights Limited ^{Agreement with Bayview Heights Limited confirmed.} and the corporation of the township of North York, dated the 31st day of October, 1928, and set out in schedule "A" hereto, is hereby ratified and confirmed and declared to be valid and binding upon the parties thereto, their successors and assigns.

By-law
No. 714 re
construction
of steel and
concrete
bridge over
Don ravine,
confirmed.
Rev. Stat.,
c. 235.

5.—(1) Subject to the provisions of subsection 2 hereof by-law number 714 of the township of North York authorizing the construction of a steel and concrete bridge over the Don Ravine from the northerly end of MacLaren Avenue to Bayview Street, as a local improvement under the provisions of *The Local Improvement Act* and set out in schedule "B" hereto, is hereby ratified and confirmed and declared to be valid and binding upon the said corporation and the rate-payers thereof.

Power
to assess
cost of bridge
by a special
rate on land
benefitted.

(2) The council of the corporation of the township of North York may by by-law assess the whole cost of the said bridge by a special rate on the assessed value of the rateable land described in said by-law number 714 *in lieu of an equal rate per foot frontage as provided by The Local Improvement Act.*

Rates levied
deemed local
improve-
ment rates in
ascertaining
limit of
borrowing
powers.
Rev. Stat.,
c. 235.

6. All rates levied pursuant to the provisions of this Act shall be deemed to be local improvement rates for the purpose of section 306 of *The Municipal Act* and no rate levied pursuant to this Act shall be deemed to be included in the rate of two and one-half cents on the dollar referred to in that section for the purpose of determining whether the council of the corporation of the township of North York may contract any further debts and any debt may be contracted pursuant to this Act notwithstanding the limitations provided by the said section.

Issue of
debentures
to meet cost
of sidewalks
and street
lights on
Hogg's
Hollow
bridge.

7.—(1) The council of the corporation of the township of North York may, without the assent of the electors, issue debentures for *that* part of the cost of the construction of sidewalks and street lighting works on the Hogg's Hollow bridge in the said township *apportioned to the said township by the Minister of Highways* and may by the by-law authorizing the issuing of such debentures, define *subject to the approval of the Railway and Municipal Board* a section or area of the said township and may provide that the whole or such portion of the amounts required to pay such debentures as council may determine, together with the whole or such portion of the annual cost of maintaining such street lighting works as council may determine, shall be specially assessed on the lots in said section or area, according to the extent of their frontage, by an equal special rate per foot of such frontage.

Frontage
rate on lots
in area
benefitted.

Application
of certain
provisions of
Rev. Stat.,
c. 235.

(2) The provisions of *The Local Improvement Act* as to the preparation of the assessment roll, appeals to the court of revision, and appeals from the court of revision to the county Judge and regarding the exemption of certain lots from the said special assessment and deductions from the said special assessment, shall be applicable to the special assessment levied under the provisions of subsection 1 hereof.

8.—(1) Union School Sections numbers 7, 8, 10 and 28 partly situated in the said township of North York shall be dissolved on the 25th day of December, 1929, and the portions of such Union School Sections situated in the said township of North York shall be added to such school section in the said township of North York as the council of the said township shall by by-law passed before the 1st day of July, 1929, determine.

(2) The adjustment of all rights, claims, assets and liabilities consequent upon the dissolution of each of said union school sections shall be settled by arbitrators appointed in the manner prescribed in section 30 of *The Public Schools Act* and such arbitrators shall have all the powers and duties of arbitrators appointed under that section of *The Public Schools Act*.

9. This Act *except section 1* shall come into force on the day upon which it receives Royal Assent, and *section 1* shall come into force on the 1st day of July, 1929.

SCHEDULE "A."

This agreement made this 31st day of October, 1928,

BETWEEN:

BAYVIEW HEIGHTS, LIMITED,
hereinafter called the "Party"

and

THE CORPORATION OF THE TOWNSHIP OF NORTH YORK,
hereinafter called the "Corporation"

of the first part,

of the second part.

Whereas the party of the first part has requested the Corporation to construct a steel and concrete bridge over the Don Ravine from the northerly end of MacLaren Avenue to Bayview Avenue;

And whereas the Corporation has agreed to construct such bridge but requires the party of the first part to guarantee payment of the first five annual special rates levied to pay for the cost of constructing such bridge;

And whereas the party of the first part has agreed to guarantee the payment of such rates in the manner hereinafter provided and to give security for the due performance by the party of the first part of this agreement and to pay a part of the cost of constructing such bridge;

Therefore this agreement witnesseth that it is agreed by and between the party of the first part and the corporation as follows:—

1. The Corporation will construct a steel and concrete bridge including the approaches thereto over the Don Ravine from the northerly end of MacLaren Avenue to Bayview Avenue in accordance with the request of the party of the first part and under the provisions of *The Local Improvement Act* or such other legislation as may now or hereafter be in force authorizing the construction of such work. The northerly approach to such bridge shall include a right-of-way sixty-six feet (66') in width from Bayview Avenue as it exists at present to the northerly end of such bridge.

2. The party of the first part will pay the Corporation the sum of Forty Thousand Dollars (\$40,000.00) on the date of the letting of the tenders for the construction of the bridge and this Forty Thousand Dollars (\$40,000.00) shall be used by the Corporation in partial payment of the cost of construction of the said bridge.

3. The excess cost of such bridge and approaches over the sum of Forty Thousand Dollars shall be assessed by a special rate over such portion of the Township of North York as the Council thereof may determine by the by-law undertaking the said work.

4. The party of the first part will co-operate with the Corporation to the best of its ability in securing legislation which will enable the Corporation to levy the special annual rate required to pay for the cost of constructing such bridge and approaches by a special rate on the dollar on all the land in the area specially assessed instead of by a rate per foot frontage.

5. The party of the first part covenants and agrees to and with the Corporation that the first five annual special rates imposed to pay for the cost of constructing the said bridge and approaches shall be paid to the Corporation as and when the same become due under the provisions of the Statutes and By-laws in that behalf.

6. In the event of the said special annual rates or any part thereof remaining unpaid on the 14th day of December in the year in which the same are due the party of the first part shall forthwith pay to the Corporation the amount then due and unpaid for the said special annual rate imposed for that year.

7. In the event of any of the lands specially assessed for such bridge and approaches not being owned by the party of the first part at the time default is made in the payment of such special annual rate the payment made by the party of the first part hereunder in respect of such land shall be deemed to be a deposit only, and the Corporation shall notwithstanding such deposit without delay take all available proceedings to collect such special annual rates and as and when the same or any part hereof are collected the Corporation shall forthwith return to the party of the first part a proper proportion of such deposit.

8. In the event of the Corporation succeeding in collecting the said special annual rates in full together with the lawful penalties for default in payment of the same the Corporation shall pay to the party of the first part interest on the proportion of the deposit returned to the party of the first part at the rate of interest paid by the Corporation for Bank loans at the time of such return to the party of the first part but otherwise no interest shall be allowed by the Corporation on the said deposit.

9. The party of the first part shall furnish the Corporation with a bond of a suitable surety Company or such other security as may hereafter be agreed upon between the parties hereto guaranteeing the due performance by the said party of the first part of all its obligations under this agreement.

10. Nothing herein contained shall in any way alter, affect, limit or prejudice the rights of the Corporation to take all such proceedings as are now or may hereafter be authorized by law for the collection of the said special annual rates or any of them, nor shall anything herein contained be construed as a waiver of any rights of priority which the Corporation may now or hereafter have.

11. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors and assigns.

In witness whereof the parties hereto have hereunto set their corporate seals by the hands of the proper officers in that behalf.

Signed, sealed and delivered, in the presence of:

(Sgd.) BAYVIEW HEIGHTS, LIMITED,
J. F. McPARLAND, *President*,
D. D. McLEOD, *Sec.-Treasurer*,
(SEAL)
TOWNSHIP OF NORTH YORK,
WM. W. ANDERSON, *Recep.*,
H. D. GOODE, *Clerk*,
(SEAL)

SCHEDULE "B."

CONSTRUCTION BY-LAW NUMBER 714

TOWNSHIP OF NORTH YORK

A By-law to authorize the construction of a steel and concrete bridge over the Don Ravine from the northerly end of MacLaren Avenue to Bayview Street as a local improvement under the provisions of *The Local Improvement Act*.

Whereas it has been duly declared by Declaratory By-law Number 687 passed by a vote of two-thirds of all the members of the Council, desirable that the construction of the work hereinafter described shall be undertaken as a local improvement;

And whereas notice of the intention of the Council to undertake such work was duly published more than twenty-one days prior to the passing of this By-law;

And whereas no petition has been made to the Ontario Railway and Municipal Board pursuant to the said Act;

And whereas this Council is of the opinion that it will be inequitable to charge the cost of the work on the lands abutting directly on such work;

And whereas the Council has procured to be made the reports, estimates and statements required for undertaking the said work;

Therefore the Municipal Council of the Corporation of the Township of North York by a vote of three-fourths of all the members thereof, enacts as follows:—

1. That as so declared a steel and concrete bridge be constructed over the Don Ravine from MacLaren Avenue to Bayview Street as a part of a diversion of the said Bayview Street as a local improvement under the provisions of *The Local Improvement Act*.

2. That the cost of such bridge be specially assessed upon the following lands in the said Township of North York which will be immediately benefited by the work:—

(a) The easterly half of lot 5 in Concession 2, east of Yonge Street.

(b) The westerly 39.574 acres of Lot 5, Concession 3, East of Yonge Street.

(c) All of Lots 6, 7, 8, 9 and 10, Concession 2, east of Yonge Street.

(d) All of Lots 8, 9 and 10 in Concession 1, east of Yonge Street lying east of a line drawn parallel to Bayview Street and distant five hundred feet westerly therefrom, and all of Lot 7 in Concession 1, east of Yonge Street lying east of a line drawn parallel to Bayview Street and five hundred feet westerly therefrom and lying north of Snowden Avenue.

3. That the Engineer of the Corporation do forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the making of a contract for the execution of the work, or for the carrying on and executing of the work by day labour.

4. That the work shall be carried on and executed under the superintendence and according to the directions and orders of such engineer.

5. The Reeve and Clerk are authorized to cause a contract for the construction of the work to be made and entered into with some person or persons, firm or corporation, subject to the approval of this Council to be declared by resolution, unless this Council decides by resolution to carry on and execute the work by day labour in which event the work shall be carried on and executed by day labour.

6. The Treasurer may, subject to the approval of the Council agree with any bank or person for temporary advances of money to meet the cost of the work pending the completion of it.

7. The special assessment shall be paid by thirty annual instalments.

8. The debentures to be issued for the loan to be effected to pay for the cost of the work when completed shall bear interest at such rate as this Council may determine and be made payable within thirty years on the instalment plan.

Enacted and passed this 21st day of January, A.D. 1929.

(Sgd.) H. D. GOODE, *Clerk.*

(Sgd.) JAS. MUIRHEAD, *Recve.*

(SEAL)



19 George V, 1929.

BILL.

An Act respecting the Township of North
York.

1st Reading

February 26th, 1929.

2nd Reading

3rd Reading

MR. MACNULTY.

(*Reprinted as amended by the Private Bills
Committee.*)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Township of North York.

WHEREAS the corporation of the township of North York has by its petition prayed for special legislation in respect to the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition; Preamble

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. All sales of land within the township of North York made prior to the 31st day of December, 1927, which purport to have been made by the corporation of the township of North York or by its treasurer for arrears of taxes in respect to the lands so sold, are hereby validated and confirmed and all conveyances of land so sold executed by the reeve, treasurer and clerk of the said township purporting to convey the said lands so sold to the purchaser thereof or his assigns, shall have the effect of vesting the lands so sold in the purchaser or his or her heirs and assigns in fee simple, clear of and free from all right, title and interest whatsoever of the owners thereof at the time of said sale or their assigns and clear of and free from all charges and encumbrances thereon and dower therein except taxes accruing after those for non-payment of which the said lands were sold. Tax sales and deeds, confirmed.

2.—(1) No part of the township of North York shall, after the passing of this Act be annexed to any adjoining municipality or be incorporated as a municipality separate and apart from the township of North York, without the consent of the council of the township of North York. No annexation of part of Township without consent of council.

(2) This section shall remain in force for one year only after this Act comes into force.

3.—(1) The council of the corporation of the township of North York may from time to time pass by-laws providing that the election of public school trustees for such public school sections in the township of North York as the council Election of public school trustees.

may by such by-laws determine, shall be held by ballot on the same day as the municipal councillors are elected.

Procedure
at elections
of public
school
trustees.

(2) After such by-law has been passed subsections 3 to 10 of this section shall apply and such election shall thereafter be held at the same time and place and by the same returning officer or officers and conducted in the same manner as the municipal nominations and elections of councillors, and the provisions of *The Municipal Act*, respecting the manner of holding elections, including the mode of receiving nominations for office and the resignation of persons nominated, and vacancies shall *mutatis mutandis* apply to the elections.

Rev. Stat.,
c. 233.

Ballot
papers.

(3) A separate set of ballot papers shall be prepared by the clerk of the municipality for each of the polling subdivisions in each public school section containing the names of the candidates in the same form *mutatis mutandis* as those used for councillors and no ballot shall be delivered to any person who is entered on the list of voters as a separate school supporter.

Voters' lists.

(4) The voters' list to be used shall be that as finally revised by the county judge for use at the municipal election and shall contain a separate column showing opposite each elector's name the school section in respect of which he is entitled to vote in the election of trustees. The county judge in revising the voters' list shall be entitled to correct any error which may appear in respect of the school section in which the elector is entitled to vote. In any polling subdivision which contains electors in two or more school sections the deputy returning officer shall be supplied with a sufficient number of ballots containing the names of candidates in each of said school sections and each elector shall be entitled only to a ballot containing the names of the candidates for trustee in the school section marked opposite the elector's name.

Nomination
meeting.

(5) A meeting of the electors of every public school section for the nomination of candidates for the office of trustee shall be held annually on the same day on which the meeting for the nomination of candidates for councillors is held, at the hour of 8 o'clock in the evening at such place as the board of trustees shall by resolution determine or in the absence of such resolution at the school house of the section. The secretary or secretary-treasurer (or if such office is vacant such person as may be appointed by resolution of the board of trustees) shall be the returning officer to hold the nominations for each school section. The said returning officers shall forthwith after the nominations make the returns thereof for their respective sections to the township clerk or such person as may be the returning officer for the whole municipality.

(6) The annual meeting of the electors as required by section 66 of *The Public Schools Act*, for the purpose of transacting the business as therein provided (except the election of trustees) shall be held at the same time and place as the meeting for the nomination of candidates instead of on the last Wednesday in December.

(7) In the case of union school sections which contain part of an adjoining township, such part of the adjoining township shall be considered for the purpose of the election of school trustees as part of the township of North York. The clerk of the adjoining township shall furnish to the clerk of the township of North York a certified copy of so much of the revised voters' list of the said adjoining township as contains the names of electors qualified to vote in that portion of the union school section lying within the said adjoining township and such persons shall be entitled to vote in the election of trustees for such union school section.

(8) The first meeting of each board of public school trustees shall be held on the second Wednesday in January of the year for which the trustees are elected, at the hour of 8 o'clock in the evening when the board shall be organized by the election of a chairman, a secretary and a treasurer or a secretary-treasurer.

(9) The provisions of this section shall not apply to or affect any union school section except a union school section in which the school house thereof is situated within the limits of the township of North York.

(10) All the provisions of *The Public Schools Act*, or any other statutes relating to rural school sections shall continue to apply to the said school sections except where inconsistent herewith.

(11) Any by-law for the purposes mentioned in this section shall be passed not later in the year than the 1st day of November and shall take effect at and for the purpose of the next and each succeeding annual election.

4. The agreement made between Bayview Heights Limited and the corporation of the township of North York, dated the 31st day of October, 1928, and set out in schedule "A" hereto, is hereby ratified and confirmed and declared to be valid and binding upon the parties thereto, their successors and assigns.

By-law
No. 714 re
construction
of steel and
concrete
bridge over
Don ravine,
confirmed,
Rev. Stat.,
c. 235.

5.—(1) Subject to the provisions of subsection 2 hereof by-law number 714 of the township of North York authorizing the construction of a steel and concrete bridge over the Don Ravine from the northerly end of MacLaren Avenue to Bayview Street, as a local improvement under the provisions of *The Local Improvement Act* and set out in schedule "B" hereto, is hereby ratified and confirmed and declared to be valid and binding upon the said corporation and the rate-payers thereof.

Power
to assess
cost of bridge
by a special
rate on land
benefitted.

(2) The council of the corporation of the township of North York may by by-law assess the whole cost of the said bridge by a special rate on the assessed value of the rateable land described in said by-law number 714 in lieu of an equal rate per foot frontage as provided by *The Local Improvement Act*.

Rates levied
deemed local
improvement
rates in
ascertaining
limit of
borrowing
powers,
Rev. Stat.,
c. 233.

6. All rates levied pursuant to the provisions of this Act shall be deemed to be local improvement rates for the purpose of section 306 of *The Municipal Act* and no rate levied pursuant to this Act shall be deemed to be included in the rate of two and one-half cents on the dollar referred to in that section for the purpose of determining whether the council of the corporation of the township of North York may contract any further debts and any debt may be contracted pursuant to this Act notwithstanding the limitations provided by the said section.

Issue of
debentures
to meet cost
of sidewalks
and street
lights on
Hogg's
Hollow
bridge.

7.—(1) The council of the corporation of the township of North York may, without the assent of the electors, issue debentures for that part of the cost of the construction of sidewalks and street lighting works on the Hogg's Hollow bridge in the said township apportioned to the said township by the Minister of Highways and may by the by-law authorizing the issuing of such debentures, define subject to the approval of the Railway and Municipal Board a section or area of the said township and may provide that the whole or such portion of the amounts required to pay such debentures as council may determine, together with the whole or such portion of the annual cost of maintaining such street lighting works as council may determine, shall be specially assessed on the lots in said section or area, according to the extent of their frontage, by an equal special rate per foot of such frontage.

Frontage
rate on lots
in area
benefitted.

Application
of certain
provisions of
Rev. Stat.,
c. 235.

(2) The provisions of *The Local Improvement Act* as to the preparation of the assessment roll, appeals to the court of revision, and appeals from the court of revision to the county Judge and regarding the exemption of certain lots from the said special assessment and deductions from the said special assessment, shall be applicable to the special assessment levied under the provisions of subsection 1 hereof.

8.—(1) Union School Sections numbers 7, 8, 10 and 28 partly situated in the said township of North York shall be dissolved on the 25th day of December, 1929, and the portions of such Union School Sections situated in the said township of North York shall be added to such school section in the said township of North York as the council of the said township shall by by-law passed before the 1st day of July, 1929, determine.

(2) The adjustment of all rights, claims, assets and liabilities consequent upon the dissolution of each of said union school sections shall be settled by arbitrators appointed in the manner prescribed in section 30 of *The Public Schools Act* and such arbitrators shall have all the powers and duties of arbitrators appointed under that section of *The Public Schools Act*.

9. This Act except section 1 shall come into force on the day upon which it receives the Royal Assent, and section 1 shall come into force on the 1st day of July, 1929.

SCHEDULE "A."

This agreement made this 31st day of October, 1928,

BETWEEN:

BAYVIEW HEIGHTS, LIMITED,
hereinafter called the "Party"

of the first part,

and

THE CORPORATION OF THE TOWNSHIP OF NORTH YORK,
hereinafter called the "Corporation"

of the second part.

Whereas the party of the first part has requested the Corporation to construct a steel and concrete bridge over the Don Ravine from the northerly end of MacLaren Avenue to Bayview Avenue;

And whereas the Corporation has agreed to construct such bridge but requires the party of the first part to guarantee payment of the first five annual special rates levied to pay for the cost of constructing such bridge;

And whereas the party of the first part has agreed to guarantee the payment of such rates in the manner hereinafter provided and to give security for the due performance by the party of the first part of this agreement and to pay a part of the cost of constructing such bridge;

Therefore this agreement witnesseth that it is agreed by and between the party of the first part and the corporation as follows:—

1. The Corporation will construct a steel and concrete bridge including the approaches thereto over the Don Ravine from the northerly end of MacLaren Avenue to Bayview Avenue in accordance with the request of the party of the first part and under the provisions of *The Local Improvement Act* or such other legislation as may now or hereafter be in force authorizing the construction of such work. The northerly approach to such bridge shall include a right-of-way sixty-six feet (66') in width from Bayview Avenue as it exists at present to the northerly end of such bridge.

2. The party of the first part will pay the Corporation the sum of Forty Thousand Dollars (\$40,000.00) on the date of the letting of the tenders for the construction of the bridge and this Forty Thousand Dollars (\$40,000.00) shall be used by the Corporation in partial payment of the cost of construction of the said bridge.

3. The excess cost of such bridge and approaches over the sum of Forty Thousand Dollars shall be assessed by a special rate over such portion of the Township of North York as the Council thereof may determine by the by-law undertaking the said work.

4. The party of the first part will co-operate with the Corporation to the best of its ability in securing legislation which will enable the Corporation to levy the special annual rate required to pay for the cost of constructing such bridge and approaches by a special rate on the dollar on all the land in the area specially assessed instead of by a rate per foot frontage.

5. The party of the first part covenants and agrees to and with the Corporation that the first five annual special rates imposed to pay for the cost of constructing the said bridge and approaches shall be paid to the Corporation as and when the same become due under the provisions of the Statutes and By-laws in that behalf.

6. In the event of the said special annual rates or any part thereof remaining unpaid on the 14th day of December in the year in which the same are due the party of the first part shall forthwith pay to the Corporation the amount then due and unpaid for the said special annual rate imposed for that year.

7. In the event of any of the lands specially assessed for such bridge and approaches not being owned by the party of the first part at the time default is made in the payment of such special annual rate the payment made by the party of the first part hereunder in respect of such land shall be deemed to be a deposit only, and the Corporation shall notwithstanding such deposit without delay take all available proceedings to collect such special annual rates and as and when the same or any part hereof are collected the Corporation shall forthwith return to the party of the first part a proper proportion of such deposit.

8. In the event of the Corporation succeeding in collecting the said special annual rates in full together with the lawful penalties for default in payment of the same the Corporation shall pay to the party of the first part interest on the proportion of the deposit returned to the party of the first part at the rate of interest paid by the Corporation for Bank loans at the time of such return to the party of the first part but otherwise no interest shall be allowed by the Corporation on the said deposit.

9. The party of the first part shall furnish the Corporation with a bond of a suitable surety Company or such other security as may hereafter be agreed upon between the parties hereto guaranteeing the due performance by the said party of the first part of all its obligations under this agreement.

10. Nothing herein contained shall in any way alter, affect, limit or prejudice the rights of the Corporation to take all such proceedings as are now or may hereafter be authorized by law for the collection of the said special annual rates or any of them, nor shall anything herein contained be construed as a waiver of any rights of priority which the Corporation may now or hereafter have.

11. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors and assigns.

In witness whereof the parties hereto have hereunto set their corporate seals by the hands of the proper officers in that behalf.

Signed, sealed and delivered, in the presence of:

(Sgd.) BAYVIEW HEIGHTS, LIMITED,
J. F. McPARLAND, *President*.
D. D. McLEOD, *Sec.-Treasurer*.
(SEAL)
TOWNSHIP OF NORTH YORK,
WM. W. ANDERSON, *Recve.*
H. D. GOODE, *Clerk*.
(SEAL)

SCHEDULE "B."

CONSTRUCTION BY-LAW NUMBER 714

TOWNSHIP OF NORTH YORK

A By-law to authorize the construction of a steel and concrete bridge over the Don Ravine from the northerly end of MacLaren Avenue to Bayview Street as a local improvement under the provisions of *The Local Improvement Act*.

Whereas it has been duly declared by Declaratory By-law Number 687 passed by a vote of two-thirds of all the members of the Council, desirable that the construction of the work hereinafter described shall be undertaken as a local improvement;

And whereas notice of the intention of the Council to undertake such work was duly published more than twenty-one days prior to the passing of this By-law;

And whereas no petition has been made to the Ontario Railway and Municipal Board pursuant to the said Act;

And whereas this Council is of the opinion that it will be inequitable to charge the cost of the work on the lands abutting directly on such work;

And whereas the Council has procured to be made the reports, estimates and statements for undertaking the said work;

Therefore the Municipal Council of the Corporation of the Township of North York by a vote of three-fourths of all the members thereof, enacts as follows:—

1. That as so declared a steel and concrete bridge be constructed over the Don Ravine from MacLaren Avenue to Bayview Street as a part of a diversion of the said Bayview Street as a local improvement under the provisions of *The Local Improvement Act*.

2. That the cost of such bridge be specially assessed upon the following lands in the said Township of North York which will be immediately benefited by the work:—

(a) The easterly half of lot 5 in Concession 2, east of Yonge Street.

(b) The westerly 39.574 acres of Lot 5, Concession 3, East of Yonge Street.

(c) All of Lots 6, 7, 8, 9 and 10, Concession 2, east of Yonge Street.

(d) All of Lots 8, 9 and 10 in Concession 1, east of Yonge Street lying east of a line drawn parallel to Bayview Street and distant five hundred feet westerly therefrom, and all of Lot 7 in Concession 1, east of Yonge Street lying east of a line drawn parallel to Bayview Street and five hundred feet westerly therefrom and lying north of Snowden Avenue.

3. That the Engineer of the Corporation do forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the making of a contract for the execution of the work, or for the carrying on and executing of the work by day labour.

4. That the work shall be carried on and executed under the superintendence and according to the directions and orders of such engineer.

5. The Reeve and Clerk are authorized to cause a contract for the construction of the work to be made and entered into with some person or persons, firm or corporation, subject to the approval of this Council to be declared by resolution, unless this Council decides by resolution to carry on and execute the work by day labour in which event the work shall be carried on and executed by day labour.

6. The Treasurer may, subject to the approval of the Council agree with any bank or person for temporary advances of money to meet the cost of the work pending the completion of it.

7. The special assessment shall be paid by thirty annual instalments.

8. The debentures to be issued for the loan to be effected to pay for the cost of the work when completed shall bear interest at such rate as this Council may determine and be made payable within thirty years on the instalment plan.

Enacted and passed this 21st day of January, A.D. 1929.

(Sgd.) H. D. GOODE, *Clerk*.

(Sgd.) JAS. MUIRHEAD, *Recve.*

(SEAL)



BILL.

An Act respecting the Township of North
York.

1st Reading

February 26th, 1929.

2nd Reading

March 13th, 1929.

3rd Reading

March 18th, 1929.

MR. MCATEAV.

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Toronto.

WHEREAS the corporation of the city of Toronto has, Preamble
by petition, represented that certain lands described
in schedule "A" hereto were conveyed to the said corporation
by one Jane Prittie, by a conveyance dated the 19th day of
April, 1893, subject to a limitation that they should be
used for park purposes only, and that the said Jane Prittie
has since, by a conveyance dated the 28th day of June, 1928,
conveyed the said lands to the said corporation in fee simple
without such limitation, and that it is desirable to confirm
the title of the said corporation to the said lands; and whereas
the said corporation has by the said petition prayed for
special legislation in respect to the said matter and to the
other matters hereinafter set forth; and whereas it is ex-
pedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and
consent of the Legislative Assembly of the Province of
Ontario, enacts as follows:—

1. It is hereby declared that the conveyance of the lands Declaration
as to effect
of convey-
ance of
certain lands
without
limitation.
described in schedule "A" hereto made by Jane Prittie to
the corporation of the city of Toronto dated the 28th day of
June, 1928, had the effect of vesting the said lands in the
said corporation free and clear from the trust or limitation
requiring said lands to be used for park purposes contained
in the deed of said lands from the said Jane Prittie to the
said corporation dated the 19th day of April, 1893.

2. The following expenditures heretofore made or here- Certain
expenditures
validated
after to be made by the council of the corporation of the city
of Toronto are hereby authorized, validated and confirmed,—

(a) A grant of \$500 to the St. Elizabeth Visiting Nurses
Association.

(b) A grant of \$2,000 to the British Welcome and
Welfare League.

(c) A grant of \$45,000 to the Federation for Community Service Fund for the year 1929.

(d) A grant of \$5,000 to the Federation of the Jewish Philanthropies of Toronto.

(e) An expenditure of \$4,000 for reception of, and presentations to Canadian winners and contestants in the Olympic games held in 1928.

Agreement with T.T.C. re-operation of Ferry to Island confirmed.

3. The agreement dated the 25th day of July, 1927, made between the corporation of the city of Toronto and the Toronto Transportation Commission set out in schedule "B" hereto, is hereby confirmed and declared to be legal, valid and binding upon the parties hereto.

Agreements re radial railways, moving of tracks, widening of Lake Shore Road, etc., confirmed.

4.—(1) The agreement dated the 24th day of September, 1928, made between the said corporation and the Toronto Transportation Commission, set out in schedule "C" hereto, the agreement dated the 18th day of September, 1928, made between the Toronto Transportation Commission and the corporation of the township of Scarborough set out in schedule "D" hereto, and the agreement dated the 24th day of September, 1928, made between the Toronto Transportation Commission, His Majesty the King, and the corporations of the towns of Mimico and New Toronto and of the township of Etobicoke set out in schedule "E" hereto, are hereby confirmed and declared to be legal, valid and binding upon the parties to the said agreements.

Levy of corporation's share of work on rateable property in defined area of Township of Etobicoke.

(2) In the event of the township of Etobicoke constructing as a local improvement any work necessary to carry out the provisions of the said agreement set out in schedule "E" hereto, the portion of the cost of the work which under the provisions of *The Local Improvement Act* would otherwise be borne by the corporation shall be rated and levied on all the rateable property within that portion of the said township lying south of a line located and described as follows, namely,—Commencing at the intersection of the easterly limit of the said township with the production easterly of the southerly limit of College Street; thence westerly along the said production and the said southerly limit of College Street to the easterly limit of Church Street; thence southerly along the said easterly limit of Church Street to the production easterly of the southerly limit of Queen Street; thence westerly along said production and along the said southerly limit of Queen Street to the easterly limit of Kipling Avenue; thence southerly along the easterly limit of Kipling Avenue and its production to the southerly limit of Evans

Avenue; thence westerly along the southerly limit of Evans Avenue and its production to the westerly limit of the said township.

(3) By-law No. 737 passed by the council of the corporation of the town of New Toronto on the 3rd day of December, 1928, and entitled "A by-law to provide for the borrowing of \$65,000 upon debentures, to pay for the construction of an asphalt pavement on the north side of the Lake Shore Road between the easterly and westerly boundaries of the municipality, as a local improvement," and by-law No. 738 passed by the said council of the town of New Toronto on the 14th day of January, 1929, and entitled "A by-law to provide for the borrowing of \$60,091 upon debentures, to pay for the widening of the Lake Shore Road from the eastern limit of the corporation to the westerly limit of that part of the corporation lying north of the Lake Shore Road," and all debentures issued or to be issued under the said by-laws, or either of them, are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation of the town of New Toronto and the ratepayers thereof.

By-law
No. 737
of Town
of New
Toronto,
borrowing
\$65,000 for
asphalt
pavement on
Lake Shore
Road,
confirmed.

(4) (a) By-law number 633 passed by the council of the corporation of the town of Mimico, on the 28th day of June, 1927, and entitled "A by-law to provide for the payment by the corporation of a larger part of the cost of constructing a pavement and curbing on the Lake Shore Road than that provided for by by-law number 632," and by-law number 702, passed by the said council on the 1st day of February, 1929, and entitled "A by-law to amend by-law number 633," are hereby ratified and confirmed and declared to be legal, valid and binding upon the corporation of the town of Mimico and the ratepayers thereof.

By-laws
Nos. 633 and
702 of Town
of Mimico,
confirmed

(b) By-law number 680, passed by the council of the corporation of the town of Mimico on the 24th day of September, 1928, and entitled "A by-law to authorize the widening of the Lake Shore Road from the east limit of the town to the west limit of the town to a width of 86 feet from the existing southerly limit thereof as a local improvement under the provisions of *The Local Improvement Act*," is hereby ratified and confirmed and declared to be legal, valid and binding upon the corporation of the town of Mimico and the ratepayers thereof.

Confirma-
tion of By-
law No. 680
of Town of
Mimico.

(c) By-law number 681, passed by the council of the corporation of the town of Mimico on the 24th day of September, 1928, and entitled "A by-law to authorize the construction of a pavement with curb and gutter and surface drainage works 20 feet in width on the Lake Shore Road

Confirma-
tion of By-
law No. 681
of Town of
Mimico.

from the east limit of the town to the west limit of the town as a local improvement under the provisions of *The Local Improvement Act*," is hereby ratified and confirmed and declared to be legal, valid and binding upon the corporation of the town of Mimico and the ratepayers thereof.

Power
to borrow by
issue of
debentures

(d) Notwithstanding the provisions of any general or special Act, the council of the corporation of the town of Mimico may borrow, pursuant to the provisions of *The Local Improvement Act*, on the credit of the corporation at large by the issue and sale of debentures such sums as may be necessary to defray the cost of any of the works undertaken pursuant to by-laws numbers 680 and 681, and all debentures so issued are hereby declared to be legal, valid and binding upon the corporation of the town of Mimico and the ratepayers thereof.

Contri-
butions to be
applied on
corporation's
share.

(e) The amount of any contribution received by the town of Mimico to be applied towards the cost of any work authorized by said by-laws numbers 680 and 681 shall be applied in reduction of the corporation's portion of the cost of said work.

Widening
of Nurse-
wood Road
as local im-
provement

5.—(1) The corporation of the city of Toronto may widen as a local improvement work the highway known as Nursewood Road by adding thereto a strip of land forming part of lands on the easterly side of said highway in the township of Scarborough acquired by the said corporation for waterworks purposes, and the value of the said strip of land on the date of the passing of the by-law for undertaking the said work, as such value may be fixed by the court of revision, shall form part of the cost of the said work.

Highway
and abutting
lands deemed
to be in city
for purpose
of works

(2) The said corporation shall have the same authority to so widen the said highway and to construct on the highway so widened any work authorized by *The Local Improvement Act* to be constructed as a local improvement work, as it would have if the said highway as so widened and all the lands abutting thereon were wholly within the limits of the city of Toronto.

Annual
grant of
\$25,000 to
Toronto
Industrial
and Publicity
Commission
for five
years

6.—(1) The council of the corporation of the city of Toronto may make an annual grant out of current revenue, of not more than \$25,000 in any one year, to the Toronto Industrial and Publicity Commission, and may enter into an agreement with the said commission to provide for the making of such an annual grant for a period not exceeding five years, and upon the expiration of any such period may make a similar agreement for a further similar period of years.

(2) The council of the corporation of the city of Toronto shall annually appoint one of its members to be a member of the Board of Directors of the said Toronto Industrial and Publicity Commission, and the member so appointed shall be a member of the executive committee or other body or committee carrying on the actual work of the said commission.

7. The order made by the Ontario Railway and Municipal Board on the 17th day of October, 1923, set out in schedule "F" hereto, is hereby confirmed, and it is hereby declared that the lands therein described have formed part of the city of Toronto since the 4th day of January, 1924.

Order of
Municipal
Board
annexing
part of
Township of
York to
City, con-
firmed.

8. The following lands shall, from and after the date when this section comes into force, be annexed to and form part of the village of Forest Hill, namely,—

Certain
lands in city
annexed to
Forest Hill
Village.

All and singular that certain parcel or tract of land and premises situate, lying and being in the city of Toronto, in the county of York and Province of Ontario, being composed of lots numbers 112, 113, 114, 115, 116 and 117, and Blocks C, D, and E, and of the part of Forest Hill Road adjoining the aforesaid lots and blocks and the reserves lying across both ends of the said road; all according to a plan filed as number 645-E in the Registry Office for the Registry Division of Toronto; which said parcel of land is more particularly described as follows: Commencing at the intersection of the southwesterly limit of the Belt Line Railway with the westerly limit of registered plan number 645-E, the said westerly limit being the existing limit between the city of Toronto and the village of Forest Hill; thence southerly, along the said westerly limit 353 feet $0\frac{3}{4}$ inches more or less to the southwesterly angle of the said plan; thence easterly, along the southerly limit of the said plan being also along the existing limit between the city of Toronto and the village of Forest Hill 396 feet 7 inches more or less to the aforesaid southwesterly limit of the Belt Line Railway; thence northwesterly, along the last-mentioned limit 529 feet $11\frac{3}{4}$ inches more or less to the place of beginning.

9.—(1) All sales of land within the city of Toronto made prior to the 31st day of December, 1927, which purport to have been made by the corporation of the said city or by its treasurer for arrears of taxes in respect to the lands so sold, are hereby validated and confirmed, and all coveyances of

Tax sales
and deeds,
confirmed

land so sold executed by the mayor, treasurer and clerk of the said city purporting to convey the said lands so sold to the purchaser thereof or his assigns, or his or their heirs or assigns, or to the said corporation, shall have the effect of vesting the lands so sold in the purchaser or his assigns, or his or their heirs or assigns, or in the said corporation and its successors and assigns, as the case may be, in fee simple and clear of and free from all right, title and interest whatsoever of the owners thereof at the time of said sale, or their assigns, and all charges and encumbrances thereon and dower therein, except taxes accruing after those for non-payment of which the said lands were sold.

Pending
litigation
not affected

(2) Nothing in this section contained shall affect or prejudice the rights of any person under pending litigation.

Commence-
ment of
Act.

10. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "A."

(Description of lands referred to in Section 1.)

All and singular those certain parcels or tracts of land and premises situate lying and being in the City of Toronto, in the County of York and Province of Ontario, and being composed of Lots Numbers Three, Six, Eight, Nine, Ten and Thirteen on the east side of Givens Street, and Lots Numbers Eighty and Eighty-one on the west side of Givens Street, all according to Plan registered in the Registry Office for the City of Toronto as Number 302; also Lots Numbers Eight, Eleven, Twelve, Fifteen, Sixteen, Nine teen and Twenty on the east side of Givens Street in Block "B" as shown on registered Plan Number "D" 29; also Lots Numbers Eighteen and Twenty-one on the west side of Givens Street in Block "A" on said registered Plan "D" 29; also that portion of Lot Seventeen on the west side of Givens Street according to said registered Plan "D" 29, more particularly described as follows, that is to say. Commencing at a point in the Eastern limit of Givens Street at the northeastern angle of a parcel of land conveyed to one, Isaac Graydon, by registered Instrument 9319-B, said point being at the distance of two hundred and eleven feet and ten and one-half inches, more or less, northerly from the southeastern angle of Lot Nine as shown on said plan; thence north seventy-four degrees forty-five minutes west, more or less, along the northerly limit of said parcel of land conveyed to said Graydon twenty-six feet, more or less, to the centre line of the said lot Seventeen, that is the centre line running parallel to the northern limit of the lot; thence westerly along the said centre line of the lot parallel to the said northern limit of said lot Seventeen, one hundred and two feet and three inches, more or less, to the rear of the said lot Seventeen; thence northerly along the rear line of said lot Seventeen twenty-five feet, more or less, to the northwestern angle; thence easterly along the northern limit of said lot Seventeen one hundred and twenty-five feet, more or less, to the northeastern angle of said lot Seventeen; thence southerly along the front of the said lot Seventeen thirty-eight feet and one and one-half inches, more or less, to the place of beginning.

SCHEDULE "B."

This Agreement made the Twenty-fifth day of July, One thousand nine hundred and twenty-seven.

BETWEEN:

THE CORPORATION OF THE CITY OF TORONTO,
hereinafter called the "City,"

of the first part;

—and—

THE TORONTO TRANSPORTATION COMMISSION,
hereinafter called the "Commission,"

of the second part.

Whereas by an Act passed by the Legislature of the Province of Ontario in the Sixteenth year of the reign of His Majesty King George the Fifth Chapter 100, the City was authorized, subject as therein provided, to acquire, equip, own, control and operate vessels for transporting passengers and freight across the waters of Toronto Bay from or to any point or points on the main land of the City of Toronto or on Toronto Island, and to acquire, lease, construct, equip, maintain and operate all wharves, docks offices and other buildings or erections required for or in connection with the proper operation of such vessels, and also from time to time to pass such By-laws and enter into such agreements as might be necessary to entrust the control, maintenance, operation and management of any vessels, wharves, docks or other property acquired by the City under the provisions of said Act to any person or Corporation for such period of time and upon such conditions as might be set out in the said By-law or agreement;

And whereas under the authority of the said Act the City acquired from the Toronto Ferry Company, Limited, and one Lawrence Solman eight ferry boats as more particularly hereinafter described, together with certain wharves and buildings necessary to the operation of such ferry boats;

And whereas the City under the authority of the said Act subsequently acquired the freight boat known as the "T. J. Clark," together with a gasoline launch known as the "Grayling" and certain trucks and equipment used in connection with the handling of freight by the said freight boat;

And whereas by a certain Indenture of Lease, dated the first day of May, 1926, the City leased from The Toronto Harbor Commissioners certain wharf properties comprising wharves and ferry terminal on the main land near the foot of York Street and wharves on Toronto Island at Island Park, Manitou Road, Ward's Island and Lakeside Home;

And whereas by Report No. 4 of the Board of Control, adopted by the Council of the said City on the twenty-first day of February, 1927, it was recommended that the control, maintenance, operation and management of the properties hereinbefore mentioned should be entrusted to the Commission upon the terms and conditions hereinafter set forth;

Therefore this agreement witnesseth that the Parties hereto have agreed as follows:—

(1) The City hereby entrusts to the Commission the control, maintenance, management and operation of the following properties, namely:

(1) Eight ferry boats known respectively as the Trillium, Bluebell, Mayflower, Primrose, Jasmine, John Hanlan, Clark Brothers and the Luella, together with their equipment.

(2) The freight ferry boat known as the "T. J. Clark" and the gasoline launch known as the "Grayling," together with five hand trucks and sundry equipment used in connection with the handling of freight by the "T. J. Clark" and the "Grayling."

(3) The wharf and dock at Hanlan's Point together with the shelter, office and waiting rooms in connection therewith.

(4) The wharf at Ward's Island.

(5) The wharf and shelter at Island Park, Centre Island.

(6) The wharf at Manitou Road, Centre Island.

(7) The wharf at Lakeside Home, Toronto Island.

(8) The wharves and ferry terminal buildings on the City's side near the foot of York Street located on lands leased to the City from The Toronto Harbor Commissioners.

all of which property is hereinafter referred to as "the ferry properties."

Subject to the consent of the Toronto Harbor Commissioners in respect to these parts of the said properties leased by said Commissioners to the City.

Provided always that with respect to the wharf and dock at Hanlan's Point (including the shelter, office and waiting room in connection therewith) the City and the Commission will both endeavour to have the ownership of this property transferred to the Toronto Harbor Commissioners and leased by the Toronto Harbor Commissioners to the City upon terms to be subsequently arranged, so that it will be in the same position as the other wharf properties above set forth.

(2) The Commission will control, maintain, manage and operate the ferry properties and any additions thereto on behalf of the City, subject to the provisions of this agreement, so as to secure the most effective operation of the same consistent with good management.

(3) (a) The City will from time to time furnish to the Commission on demand such moneys as it may require to carry out its powers and duties hereinunder, including such sum in excess of operating revenues as may be required to meet the full cost of maintenance and operation, which cost shall include such maintenance, renewals, depreciation and debt charges as the Commission shall think proper. Notwithstanding anything in the foregoing, any moneys requested by the Commission for new capital expenditure shall only be furnished it when approved by the Council of the City.

(b) Any moneys provided by the City as above shall, upon the certificate of the Commission, be paid out to it by the Treasurer of the City.

(4) The Commission shall, in particular, but not so as to restrict its general powers and duties, have, with reference to the said ferry properties, the following powers and duties, which it covenants with the City to perform, namely:

(a) To furnish, as far as is reasonably necessary, a passenger and freight service between the main land and the Island.

(b) To fix such tolls and fares as from time to time to the Commission shall seem reasonable and which, as far as possible, will provide sufficient revenue to make such ferry properties self-sustaining.

(c) To keep, observe and perform on behalf of the City the covenants, provisos and conditions of the lease of wharf properties made between the City and the Toronto Harbour Commissioners, dated the first day of May, 1926, and of any further lease of any wharf property to be made by the Toronto Harbor Commissioners to the City or to the Commission, and to indemnify and save harmless the City to the extent of the revenue from the ferry properties from liability, loss, cost or expense under any such covenant, proviso or condition.

(5) The Commission will keep separate books of account with reference to the matters entrusted to it by this agreement and will enter therein all items received or expended in respect of such matters.

(6) All revenues received by the Commission by virtue of the exercise of any of the powers or duties conferred by this agreement shall be kept entirely separate from any other revenue in its possession and it shall be illegal for the Commission to use or resort, whether by way of loan or otherwise, to such first named revenues for any purpose not contemplated by this agreement or to use or resort in a like manner to any other revenues in its possession in aid of the execution of any of the purposes contemplated by this agreement.

(7) In case of joint operation or user of any works or facilities by the transportation services referred to in this agreement and any other transportation facilities operated by the Commission, the Commission may, unless otherwise precluded therefrom, make a fair and equitable apportionment of any revenues or expenditures between or among the various facilities from time to time entrusted to its management.

(8) Immediately after the close of each calendar year the Commission shall submit to the Council of the City a completely audited balance sheet and certified financial statement of the affairs entrusted to it by this agreement, including a revenue and expense account and profit and loss statement, and said statement shall be accompanied by a general report of the operations of the Commission under this agreement during the year.

(9) All books, documents, transactions and accounts of the Commission shall at all times be open for inspection by the Audit Department of the City.

(10) All claims or actions for alleged negligence in the operation of the ferry properties shall be dealt with by the Commission and the Commission shall have the conduct and control of all such claims and actions made or brought against either the City or the Commission and may defend or compromise the same as it deems expedient.

(11) The Commission will, if it deems advisable after providing for maintenance, repair and operation and such maintenance renewals, depreciation and debt charges as it shall think proper, pay to the City any surplus of revenue over expenditures remaining in its hands at the end of any year in respect of the ferry properties and transportation services entrusted to its management by this agreement.

(12) If at any time the Council of the City shall by resolution determine that by reason of the construction of a bridge or bridges to connect the Island with the main land the further operation of a ferry service by or on behalf of the City by the Commission is unnecessary or inadvisable and shall notify the Commission in writing of such determination then this agreement shall terminate at the end of a period of six months after receipt by the Commission of such notice and the Commission shall perform all acts necessary to transfer to the City the ferry properties as they may then exist and all assets and property pertaining thereto; and all rights of the parties hereto shall cease and determine upon the said ferry properties, assets and property being so transferred to the City.

(13) While this agreement continues in force the Commission shall have the right subject to the provisions of any existing leases to occupy and lease any building or erection now existing and heretofore used as a place of refreshment, entertainment or amusement on the City's part, property known as Hanlan's Point, and from time to time to erect, occupy, maintain and lease other buildings for similar uses, provided that all revenue from all such buildings or erections occupied or leased by the Commission shall be added to and form part of the revenues of the ferry properties, and that the Commission will before erecting any such new building or erection obtain the approval of its location by the Commissioner of Parks of the City or the official from time to time performing the duties now performed by the Commissioner of Parks.

The said park property known as Hanlan's Point may be described as follows:—

Firstly: All and singular that certain parcel or tract of land and premises situate, lying and being in the said City of Toronto, containing by admeasurement three acres and three-hundredths of an acre be the same more or less being composed of part of Toronto Island now in the City of Toronto and which said parcel or tract of land and premises may be more particularly known and described as follows, that is to say: Commencing at a point on the waters edge of Block House Bay as shown on a plan of the herein described premises prepared by Wadsworth and Unwin, Provincial Land Surveyors, dated April 7th, 1881, attached to a lease dated May 2nd, 1881, made to Edward Hanlan, said point being where the production easterly of the northerly face of Hanlan's Old House intersects said water's edge; thence northerly and southerly along said water's edge to a point on the east shore of Hanlan's Bay, where it is intersected by the production westerly of the northerly face of Hanlan's Old House; thence easterly along the northerly limit of a road one chain in width as shown on said plan to the place of beginning, and Secondly: All and singular that certain parcel or tract of land and land covered by water lying to the west, north and east of Hanlan's Point on Toronto Island, and which may be more particularly described as follows, that is to say: Commencing at a point at the water's edge at the westerly side of Hanlan's Point where the same is intersected by a line drawn parallel with the northerly limit of lot Number Eighty-two, according to Plan D 141, registered in the Registry Office for the City of Toronto at a distance of eight hundred and twenty-seven and seven-tenths feet, measured northerly therefrom, and at right angles thereto; thence north seventy-eight degrees twenty-six minutes west magnetic two hundred and seventy-five feet; thence north two degrees forty-nine minutes east magnetic nine hundred and ninety-five feet; thence north eighty-nine degrees four minutes east magnetic four hundred and fifty feet; thence south eight degrees thirty-eight minutes east magnetic, one thousand and forty-two feet to the southerly limit of the Turner Water Lot as shown upon said Plan; thence north eighty-eight degrees forty-nine minutes west magnetic along the southerly limit of said Turner Water Lot thirty-eight feet; thence south twenty-six minutes west magnetic thirty-four feet six inches; thence south sixty-two degrees twenty-six minutes west magnetic

fifty-two feet two inches to the easterly limit of that part of Hanlan's Point heretofore leased by the City to Edward Hanlan, by lease dated May 2nd, 1881; thence northerly, westerly and southwesterly following the limits of the lands leased as aforesaid to the place of beginning. Thirdly: All and singular that certain parcel or tract of land and premises situate lying and being on Toronto Island, in the City of Toronto, in the County of York and Province of Ontario, being composed of part of an unnumbered lot lying to the north of lot Number Eighty-two according to a plan filed in the Registry Office for the Registry Division of Toronto as D 141 (said unnumbered lot being sometimes known as Lot Number Eighty-three according to said Plan D 141) which said parcel may be more particularly known and described as follows: Commencing at a point in the westerly limit of said unnumbered lot which may be located as follows: Beginning at the Stone Monument planted to mark the northwesterly angle of lot Number Eighty-two, according to said Plan D 141; thence north twelve degrees, twenty-one minutes east three hundred and fifty-two feet; thence north fifteen degrees, eleven minutes east two hundred and fifty-three feet to the point of commencement aforesaid; said point being where the said westerly limit of said unnumbered lot is intersected by the southeasterly edge of a concrete walk, running in a northeasterly direction across said lot; thence northerly and easterly along the southeasterly edge of said concrete walk on a curve to the right, having a radius of about ninety-two feet, eighty-four feet and eight inches to a point in the edge of said concrete walk distant eighty-one feet and ten inches measured on a course north forty degrees five minutes east from the point of intersection aforesaid; thence north seventy-seven degrees twenty-nine minutes east still along said southeasterly edge of said concrete walk fifty-one feet and three inches; thence north sixty-seven degrees east still along said southeasterly edge of said concrete walk sixty-five feet and three inches; thence south eighty-three degrees fifty-six minutes east along said southeasterly edge of said concrete walk and its production easterly fifteen feet and one inch to the easterly limit of said unnumbered lots; thence north seventeen degrees fifty-one minutes east along last limit sixty-five feet and two and one-half inches to a point of curve; thence northerly and westerly along the northeasterly limit of said lot, on a curve to the left, having a radius of thirty-four feet and one inch fifty-seven feet and eight inches to the end of said curve; thence north seventy-nine degrees, four minutes west along the northerly limit of said lot fifty-four feet and three inches to a point of curve; thence westerly and southerly, along the northwesterly limit of said lot, on a curve to the left, having a radius of seventy feet one hundred and seven feet six inches to the end of said curve; thence south twelve degrees fifty-six minutes west along the westerly limit of said lot one hundred and sixty-five feet to the point of commencement. Containing by admeasurement .483 acres be the same more or less.

(14) In the event of legislation being required to carry into effect any of the objects of this agreement, the parties hereto agree to use their best endeavours to have this agreement ratified by legislation at the next session of the Ontario Legislature.

In witness whereof the parties hereto have caused to be affixed their Corporate Seals by the hands of their proper officers.

SIGNED, SEALED AND DELIVERED,

TORONTO TRANSPORTATION COMMISSION,

in the presence of:

(Sgd.) "P. W. ELLIS," *Chairman.*

(SEAL) (Sgd.) "H. S. CAMERON," *Secretary*

(Sgd.) "THOMAS FOSTER,"

(CITY SEAL) *Mayor.*

(Sgd.) "H. REBURN," *Deputy Treasurer.*

SCHEDULE "C."

This agreement made the 24th day of September, one thousand nine hundred and twenty-eight.

BETWEEN:

THE CORPORATION OF THE CITY OF TORONTO,
hereinafter called the "City,"

of the first part;

—and—

THE TORONTO TRANSPORTATION COMMISSION,
hereinafter called the "Commission,"

of the second part.

Whereas by a certain Statute passed by the Legislature of the Province of Ontario in the Sixteenth year of the reign of His Majesty King George the Fifth, Chapter 113, Section 5, the City was authorized to transfer to the Commission the control, management and operation of the Toronto Radial Railways therein described upon such terms as might be agreed upon;

And whereas under and by virtue of an agreement made between the parties hereto and dated the seventh day of January, 1927, which agreement was validated and declared effective by Statute of the Province of Ontario, 17 George V, Chapter 58, Section 9, the City transferred to the Commission the control, management and operation of the said railways as therein described and as more particularly described in the Schedule to an agreement between the City and the Hydro-Electric Power Commission of Ontario set forth in Schedule One to the said Statute;

And whereas the Commission is operating the said railways under the provisions of the said agreement and has requested that certain changes as hereinafter set forth be made in the terms and conditions under which the Commission is to continue the control, management and operation of the Mimico and Scarboro Division of the said Railways;

And whereas there are outstanding debentures issued by the City for capital expenditures on the said Divisions to the amount of \$558,000.00 in respect to the Mimico Division and to the amount of \$419,000.00 in respect to the Scarboro Division.

Now therefore this Agreement witnesseth that the parties hereto have agreed as follows:—

1. The Commission is hereby authorized to incorporate in its City System the Mimico and Scarboro Divisions of the Toronto Radial Railways (as such Divisions are described in said agreement of seventh January, 1927, and in Schedule One to the said Statute 17 George V, Chapter 58) upon a date or dates to be subsequently agreed upon.

2. From and after such date or dates.

(a) The provisions of the Statute of the Province of Ontario, 10-11 George V, Chapter 144 and amendments thereto, shall apply *mutatis mutandis* to the said Mimico and Scarboro Divisions as if such Divisions had originally been subject to the provisions of such Statute.

(b) The Commission will charge on such Divisions such tolls and fares in addition to the City fares as it may from time to time determine.

(c) The Commission will assume liability for the outstanding debt for capital expenditures in connection with the said Mimico and Scarboro Divisions and will from time to time furnish the City on demand with all moneys required to make payments of the interest or principal of such debt.

(d) The City will no longer be required to furnish the Commission with any money required for the purposes of either of the said two Divisions except as provided in the said Statute, 10-11 George V, Chapter 144.

(e) All revenues derived from such Divisions shall be placed by the Commission to the credit of its City System and it shall be no longer necessary for the Commission to keep separate books of account for such Divisions.

3. The terms of the agreement between the Commission and the City, dated the seventh day of January, 1927, are hereby varied to the extent necessary to carry out the provisions of this agreement but in all other respects shall remain in full force and effect.

4. The parties hereto agree to use their best endeavours to have this agreement ratified by the Legislature of the Province of Ontario at the next Session thereof.

In witness whereof the parties hereto have hereunto set their Corporate Seals by the hands of their proper officers in that behalf.

SIGNED, SEALED AND DELIVERED,

in the presence of:

(City of Toronto Seal)

(Sgd.) "SAMUEL MCBRIDE,"

(Sgd.) "GEO. H. ROSS,"

Mayor.
Treasurer.

"THE TORONTO TRANSPORTATION COMMISSION,"

(Seal of T.T.C.)

(Sgd.) "P. W. ELLIS,"

(Sgd.) "H. W. TATE,"

Chairman.
Secretary (pro tem.)

SCHEDULE "D."

Memorandum of Agreement made this 18th day of September, 1928.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SCARBOROUGH,
hereinafter called the "Township,"

of the first part;

—and—

THE TORONTO TRANSPORTATION COMMISSION,
hereinafter called the "Commission,"

of the second part.

Whereas the Commission, pursuant to an agreement with the Corporation of the City of Toronto, dated the 7th day of January, 1927, made pursuant to *The Toronto Radial Railways Act, 1920*, and ratified by *The Toronto Radial Railway Act, 1927*, has assumed the operation, control and management of the railways mentioned in the said Acts, including the railway referred to therein as the "Scarboro Division";

And whereas the said Scarboro Division is at the present time a single-track railway with the necessary switches and turnouts, located in part on the Kingston Road within the municipal limits of the Township and to the south of the travelled portion of the said road;

And whereas the Township is desirous of having the said railway on Kingston Road between the western limit of the Township and Birchmount Road moved to the centre of the said highway and of having such railway double-tracked and the said highway paved, all as shown upon Plan R-6-251 filed in the head office of the Commission and identified by the signatures of the officers of the parties hereto, and the Commission has agreed to move and double-track such railway upon the terms and conditions hereinafter set out:

Now therefore this agreement witnesseth:—

1. Within a reasonable period after the execution of these presents the Commission will remove its said railway to its new location in the centre of the said highway as shown upon plan annexed hereto and will double-track the same.

2. The full cost of the removal of the said track and of the construction of the new track in the centre of the said highway, including reconstruction of overhead and the provision of additional foundation necessary on account of railway operation, shall be borne by the Commission.

3. The cost of paving the space between lines sixteen inches outside of the gauge side of each of the outer rails of the railway, such space being hereinafter referred to as the "track allowance," shall be borne by the Commission, but forthwith after the completion of such paving the Township shall pay to the Commission a sum equal to the cost of a pavement (and foundation for the same) on the track allowance of the same type and construction as is to be laid on the roadway outside the track allowance.

4. The Commission will from time to time maintain in repair the paving within the track allowance but the full cost of such maintenance shall be from time to time borne by the Township, such cost, however, in no case to include the cost of paving repairs rendered necessary by reason of any work done by the Commission in respect of the railway as such.

5. Whenever either the Commission or the Township desires to carry out any work of maintenance or repair or otherwise which may in any way affect, on the one hand the railway of the Commission or on the other hand the municipal works or services of the Township, it shall, except in cases of emergency, give the other party reasonable notice thereof and shall bear the full cost of repairing or replacing any part of the undertaking of such other party injured or destroyed by the carrying out of such work.

6. The Commission shall have, in respect to the double-track railway to be constructed pursuant to this agreement and in respect of its new location, the same rights, powers and privileges which it possesses at present in respect of the railway in its present location but such latter rights, powers and privileges in respect of that portion of the railway to be superseded shall cease and determine upon the construction of such new railway.

7. The Commission shall, where practicable, by sweepers or otherwise, remove snow from off the track allowance and will not be liable for the cost of any snow removal from the highway other than from its track allowance as aforesaid.

8. The Commission and the Township agree to permit each other such mutual use of poles as may be reasonable and necessary on fair and reasonable terms.

9. The Commission shall have the free use of any storm or combined sewers of the Township without cost for the drainage of surface water from its tracks, it being understood, however, that the Commission will bear the full cost of any drains connecting with such sewers and of any necessary connections.

10. The Township agrees to have furnished on that portion of the said highway covered by this agreement adequate street lighting.

11. The Township will during the term of this agreement at the request of the Commission, take all means within its power and in particular will pass and enforce such by-laws as it may from time to time legally pass, to prevent the operation of street railways, busses, jitneys or other forms of public transportation other than taxicabs, within the municipal limits from time to time where such public transportation is in any particular in competition with any transportation service from time to time operated in the Township by the Commission.

12. The parties hereto covenant and agree, each with the other, to use their best endeavours to have this agreement and any by-law passed by

the Township for the purpose of carrying the same into effect, ratified by the Legislature of the Province of Ontario at the next Session thereof.

In witness whereof the parties hereto have hereunto caused their and each of their Corporate Seals to be hereto affixed, attested by the hands of their proper officers in that behalf.

TOWNSHIP OF SCARBORO,

(SEAL) (Sgd.) "GEO. B. LITTLE," *Reeve*.

(Sgd.) "W. D. ANNIS," *Clerk*.

THE TORONTO TRANSPORTATION COMMISSION,

(SEAL) (Sgd.) "P. W. ELLIS," *Chairman*.

(Sgd.) "H. S. CAMERON," *Secretary*.

SCHEDULE "E."

Memorandum of Agreement made this 24th day of September, A.D. 1928.

BETWEEN:

HIS MAJESTY THE KING, REPRESENTED BY THE HONOURABLE
THE MINISTER OF PUBLIC WORKS AND HIGHWAYS OF THE
PROVINCE OF ONTARIO,

of the first part;

THE CORPORATION OF THE TOWN OF MIMICO,

of the second part;

THE CORPORATION OF THE TOWN OF NEW TORONTO,

of the third part;

THE CORPORATION OF THE TOWNSHIP OF ETOBICOKE,

of the fourth part;

THE PARTIES OF THE FIRST, SECOND, THIRD AND FOURTH
PARTS (hereinafter called the "Highway Authorities");

AND THE TORONTO TRANSPORTATION COMMISSION (here-
inafter called the "Commission"),

of the fifth part.

Whereas the Lake Shore Road within the municipal limits of the above-mentioned municipalities is a provincial highway within the meaning of *The Highway Improvement Act, 1926*, and as such is vested in His Majesty the King and is under the control of the Department of Public Highways;

And whereas the said Department is desirous of widening the above-described portion of the said Lake Shore Road, which portion of the said road is hereinafter referred to as the "Highway";

And whereas the Commission, pursuant to an agreement with the Corporation of the City of Toronto, dated the 7th day of January, 1927, made pursuant to *The Toronto Radial Railways Act, 1926*, and ratified by *The Toronto Radial Railway Act, 1927*, has assumed the operation, control and management of the railways mentioned in the said Acts, including the railway referred to therein as the "Mimico Division";

And whereas the said Mimico Division is at present a single-track railway with the necessary switches and turnouts located in part on the said highway to the north of the travelled portion thereof;

And whereas all the parties hereto are desirous of moving the said railway to the centre of the said highway as widened or to be widened and of having such railway double-tracked, and the Commission, with the consent and concurrence of the Corporation of the City of Toronto, has agreed to carry out such works upon the terms and conditions hereinafter set out;

Now therefore this Agreement witnesseth:—

1. Within a reasonable period after the execution of these presents the Commission at its sole cost and expense will remove its said railway to its new location in the centre of the said highway as shown upon the plan annexed hereto, will double-track the same and will pave the space between lines 16 inches outside of the gauge side of each of its outer rails, such space being hereinafter referred to as the "track allowance."

2. The Commission will from time to time maintain the pavement with the track allowance but the full cost of such maintenance shall be borne by the Highway Authority in which from time to time is vested that part of the Highway on which such pavement is laid, such cost, however, in no case to include the cost of paving repairs rendered necessary by reason of any work done by the Commission in respect of the railway as such.

3. All such construction to be done by the Commission in carrying out the obligations imposed upon it by Paragraph 1 hereof shall be in accordance with the Commission's standard practice for such construction.

4. The Commission will, at a consideration to be fixed by the party of the first part, procure the lands coloured red upon plans prepared by the Commission numbered R-6-234, R-6-235, R-6-236 and R-6-237, copies of which plans are identified by the signatures of the officers of the parties hereto and filed at the head office of the Commission, to be conveyed to or otherwise vested in the party of the first part in fee simple free, clear and discharged of all and every mortgage, charge, lien and encumbrance, but subject to any existing easements or rights-of-way over or through such lands; such lands when so conveyed or vested as aforesaid to form part of the said highway.

5. The Highway Authorities will procure the lands coloured yellow on the plans referred to in the next preceding paragraph to be conveyed to or otherwise vested in the party of the first part in fee simple free, clear and discharged of all and every mortgage, charge, lien and encumbrance, to form part of the said highway.

6. The Commission shall have the right for all time to maintain the double-track railway to be constructed pursuant to this agreement in the location shown upon the plans referred to in the next preceding paragraph; and upon such railway being constructed all rights and privileges of any party hereto with reference to the construction or operation of railways or street railways upon the highway shall, save as provided for in this agreement and in *The Ontario Railway Act*, cease and determine.

7. The Commission agrees:—

(a) That the gauge of the railway shall at all times be the same as that of its system within the City of Toronto.

(b) To construct and continuously maintain a connection between the said railway and its said system within the City of Toronto, it being understood, however, that no obligation of any nature or kind is hereby imposed upon it in respect of the construction or maintenance from time to time of a bridge or bridges over the Humber River.

(c) To operate into the City of Toronto at least as far east as Roncesvalles Avenue or Roncesvalles Avenue produced, the cars of its regular service on the highway, it being distinctly understood that for any operation within the present limits of the City an additional fare shall be paid by each passenger, but such additional fare shall entitle such passenger to all rights enjoyed from time to time by a passenger upon the City System in respect of such fare.

8. The Commission will at all times supply the necessary cars, rolling stock and equipment to provide for an adequate service on the said railway and will at all times operate the said railway in an efficient and proper manner and maintain the same in good order, condition and repair.

9. The Commission shall, where practicable, by sweepers or otherwise, remove snow from off the track allowance to the sides of the road and shall not be liable for the cost of any snow removal from the highway other than from its track allowance as aforesaid.

10. The Commission and the Highway Authorities agree to permit each other such mutual use of poles as may be reasonable and necessary on fair and reasonable terms.

11. The Commission shall have the free use of any storm or combined sewers of any of the Highway Authorities without cost for the drainage of surface water from its tracks, it being understood, however, that the Commission will bear the full cost of any drains connecting with such sewers and of any necessary connections.

12. The Highway Authorities, other than the Party of the First Part, agree to have furnished on that portion of the said Highway covered by this agreement adequate street lighting.

13. Whenever either the Commission or any of the Highway Authorities desires from time to time to carry out any work of maintenance, repair or otherwise which may in any way affect, on the one hand the municipal works or services of the said Highway Authority or on the other hand the railway of the Commission, it shall, except in cases of emergency, give the other party reasonable notice thereof and shall bear the full cost of repairing or replacing any part of the undertaking of such other party injured or destroyed by the carrying out of such work.

14. The Commission agrees that the tolls and fares to be charged by it from time to time on the said Mimico Division shall not be higher than is necessary to make such railway, together with any additions or extensions thereto, whether by rail, motor bus or otherwise, within the existing municipal limits of the parties of the Second, Third and Fourth Parts and south of the line coloured green upon the plan annexed hereto, self-sustaining, after providing for such maintenance, renewals, depreciation and debt charges as the Commission may think proper; and notwithstanding anything in any act or agreement contained the Commission may charge such tolls or fares; provided, however, that the fares, either cash or ticket, to be charged from time to time upon that portion of the said Mimico Division covered by this agreement, for any class of passengers, shall not exceed the fares being charged in the City of Toronto for the time being in respect of a similar class of passengers.

15. The Parties of the Second, Third and Fourth Parts will, during the terms of this agreement, at the request of the Commission, take all means within their respective powers and in particular will pass and enforce such by-laws as they may from time to time legally pass to prevent the operation of street railways, busses, jitneys or other forms of public transportation (other than taxicabs) within their respective municipal limits from time to time, and south of the line coloured green upon the plan annexed hereto.

16. The Party of the Fourth Part will not consent to, agree to or grant any franchise or right to any person, firm or corporation to operate a street railway, busses, jitneys or other forms of public transportation (other than taxicabs) north of the green line referred to in the next preceding paragraph hereof unless the said Party of the Fourth Part, by notice in writing, first offers the said franchise or right to the Commission and the latter during a period of sixty days from the date of such offer neglects or refuses to agree by notice in writing to construct such street railway or operate such franchise or right within a reasonable period of time.

17. Notwithstanding any Act of the Legislature of the Province of Ontario which may hereafter be passed, the parties hereto agree that all works, structures, etc., of the Commission of every nature and kind situate

in or upon the highway shall continue to be exempt from assessment or taxation for any purpose whatsoever.

18. This agreement shall not be assignable by any party hereto.

19. In consideration of the various covenants and agreements herein contained on the part of the parties of the Second, Third and Fourth Parts, the Commission agrees to pay annually during the continuance of this agreement the sum of Twenty-five hundred dollars (\$2,500.00) to each of such parties, the first of such payments to be made one year after operation is commenced by the Commission upon the new track location provided for by this agreement and subsequent payments annually thereafter upon such date.

20. The Parties hereto covenant and agree, each with the other, to use their best endeavours to have this agreement and any by-laws passed by the municipalities or any of them for the purpose of carrying the same into effect or for the widening and paving of the highway, ratified by the Legislature of the Province of Ontario at the next session thereof.

IN WITNESS WHEREOF the parties hereto have hereunto caused their and each of their corporate seals to be thereto affixed, attested by the hands of their proper officers in that behalf.

THE CORPORATION OF THE TOWN OF NEW TORONTO (SEAL) "GEO. C. WARNER," <i>Mayor.</i> "W. H. C. MILLARD," <i>Clerk.</i>	THE TOWNSHIP OF ETOBICOKE (SEAL) "J. RAY PRICE," <i>Reeve.</i> "S. BARRATT," <i>Clerk.</i>
THE CORPORATION OF THE TOWN OF MIMICO (SEAL) "W. A. EDWARDS," <i>Mayor.</i> "H. B. FOREMAN," <i>Clerk.</i>	THE TORONTO TRANSPORTATION COMMISSION (SEAL) "P. W. ELLIS," <i>Chairman.</i> "H. S. CAMERON," <i>Secretary.</i> "G. H. FERGUSON," <i>Acting Minister of Highways.</i>

SCHEDULE "F."

P.F. 8682

THE ONTARIO RAILWAY AND MUNICIPAL BOARD

BEFORE:

D. M. McINTYRE, Esq., K.S., <i>Chairman;</i>	} Wednesday, the Seventeenth day of October, 1923.
A. B. INGRAM, Esq., <i>Vice-Chairman, and</i>	
J. A. ELLIS, Esq., <i>Commissioner.</i>	

In the matter of the application of Upper Canada Estates, Limited, and others, for annexation to the City of Toronto of certain lands in the Township of York.

Upon the application of the above-named Applicants, upon reading the Petition of said Applicants, the Resolution of the Council of the Corporation of the City of Toronto passed on the Twenty-eighth day of May, 1923, declaring the expediency of such annexation, and Notice of such Resolution and Petition having been duly given by the said Council to the Council of the Township of York and to the Council of the County of York, respectively, and Notice of the Hearing of this Application having been duly served, advertised and posted, and upon hearing what was alleged by Counsel on behalf of the Corporation of the City of Toronto;

1. The Board orders and declares that the lands and premises in the Township and County of York included in said Petition and being described as follows:—

All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of York, in the County of York and Province of Ontario, being composed of part of Lot Number Twenty-two in the third concession from the Bay, in the Township of York; part of Block "A" and part of a block of land known as "Upper Canada College Block" according to plan No. 890; Lots Numbers Eight to Thirteen inclusive, Twenty-eight to Thirty-three inclusive and Forty-eight to Fifty inclusive, part of Avenue Road, part of Killarney Road and part of Grahame Road, all according to Plan No. 2232, and all the lands included in Plan No. 2369; all said plans or parts thereof being filed in the Registry Office for the County of York, which said parcel may be more particularly known and described as follows:—Commencing at the northwesterly angle of the lands annexed to the City of Toronto, in accordance with an Order of the Ontario Railway and Municipal Board, dated December 15th, 1908; thence northerly on the production northerly of the lands annexed as aforesaid to a point distant one hundred and twenty feet south of the southerly limit of Killarney Road; thence westerly, parallel to the southerly limit of said road to the production southerly of the westerly limit of Lot Number Eight, according to Plan No. 2232; thence northerly, along said production and along the westerly limits of Lots Eight to Thirteen, Twenty-eight to Thirty-three and Forty-eight to Fifty, and across the intervening roads according to said Plan No. 2232 to the northwesterly angle of Lot Number Fifty; thence still northerly, on the production northerly of the westerly limit of said lot Number Fifty to the southerly limit of the lands of the Toronto Belt Line Railway; thence in a northwesterly direction along said limit to the limit of the City of Toronto as defined in an order of the Ontario Railway and Municipal Board dated December 15th, 1912; thence easterly, southerly, easterly and southerly, following the limits of the City of Toronto as defined in the last-mentioned Order to the northerly limit of the City of Toronto as defined in the first-mentioned Order; thence westerly along last-mentioned limit to the place of beginning, be and the same are hereby annexed to the Corporation of the City of Toronto subject to the following terms and conditions, namely:—

(1) That the annexation shall come into force on the fourth day of January, 1924.

(2) That the said lands shall be added to and form part of Ward Number 3.

(3) That the Corporation of the Township of York shall forthwith prepare and furnish to the Corporation of the City of Toronto a special roll showing all arrears of taxes or special rates assessed against the lands above described up to the third day of January, 1924, and the persons assessed therefor.

(4) That the said arrears of taxes according to said special rolls shall be collected by the Corporation of the City of Toronto and that the right to collect same, including the right to distress for non-payment of said arrears, or if necessary, the right to sell the said lands, if any, for non-payment of such arrears shall be vested in the Corporation of the City of Toronto but the proceeds of the collection of such arrears or any part of same after deducting therefrom the proper costs and expenses in connection with the collection of same shall be repaid by the Corporation of the City of Toronto to the said Corporation of the Township of York within six months from the date of collection.

(5) That rates equal to those now levied against the properties on Killarney Road in respect to local improvements, if any, shall be levied on the lands so annexed and for the term stated in the By-laws of the Township authorizing such levy.

(6) That the Corporation of the Township of York shall indemnify and save harmless the Corporation of the City of Toronto from all loss, costs, charges and expenses arising from the collection or attempted collection of any arrears as shown on said special roll.

(Sgd.) A. B. INGRAM,
Vice-Chairman.

(Seal of The Ontario Railway
and Municipal Board.)

BILL.

An Act respecting the City of Toronto.

1st Reading

2nd Reading

3rd Reading

MR. NESBITT.

(Private Bill.)

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Toronto.

WHEREAS the corporation of the city of Toronto has, Preamble.
by petition, represented that certain lands described in schedule "A" hereto were conveyed to the said corporation by one Jane Prittie, by a conveyance dated the 19th day of April, 1893, subject to a limitation that they should be used for park purposes only, and that the said Jane Prittie has since, by a conveyance dated the 28th day of June, 1928, conveyed the said lands to the said corporation in fee simple without such limitation, and that it is desirable to confirm the title of the said corporation to the said lands; and whereas the said corporation has by the said petition prayed for special legislation in respect to the said matter and to the other matters hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. It is hereby declared that the conveyance of the lands described in schedule "A" hereto made by Jane Prittie to the corporation of the city of Toronto dated the 28th day of June, 1928, had the effect of vesting the said lands in the said corporation free and clear from the trust or limitation requiring said lands to be used for park purposes contained in the deed of said lands from the said Jane Prittie to the said corporation dated the 19th day of April, 1893. Declaration as to effect of conveyance of certain lands without limitation.

2. The following expenditures heretofore made or hereafter to be made by the council of the corporation of the city of Toronto are hereby authorized, validated and confirmed,— Certain expenditures validated.

(a) A grant of \$500 to the St. Elizabeth Visiting Nurses Association.

(b) A grant of \$2,000 to the British Welcome and Welfare League.

(c) A grant of \$45,000 to the Federation for Community Service Fund for the year 1929.

(d) A grant of \$5,000 to the Federation of the Jewish Philanthropies of Toronto.

(e) An expenditure of \$4,000 for reception of, and presentations to Canadian winners and contestants in the Olympic games held in 1928.

Agreement with T.T.C. re-operation of Ferry to Island confirmed.

3. The agreement dated the 25th day of July, 1927, made between the corporation of the city of Toronto and the Toronto Transportation Commission set out in schedule "B" shall be legal, valid and binding upon the parties *thereto for a period of one year only from the time this Act comes into force.*

Agreements re radial railways, moving of tracks, widening of Lake Shore Road, etc., confirmed.

4.—(1) The agreement dated the 24th day of September, 1928, made between the said corporation and the Toronto Transportation Commission, set out in schedule "C" hereto, the agreement dated the 18th day of September, 1928, made between the Toronto Transportation Commission and the corporation of the township of Scarborough set out in schedule "D" hereto, and the agreement dated the 24th day of September, 1928, made between the Toronto Transportation Commission, His Majesty the King, and the corporations of the towns of Mimico and New Toronto and of the township of Etobicoke set out in schedule "E" hereto, are hereby confirmed and declared to be legal, valid and binding upon the parties to the said agreements.

Levy of corporation's share of work on rateable property in defined area of Township of Etobicoke.

(2) In the event of the township of Etobicoke constructing as a local improvement any work necessary to carry out the provisions of the said agreement set out in schedule "E" hereto, the portion of the cost of the work which under the provisions of *The Local Improvement Act* would otherwise be borne by the corporation shall be rated and levied on all the rateable property within that portion of the said township lying south of a line located and described as follows, namely,—Commencing at the intersection of the easterly limit of the said township with the production easterly of the southerly limit of College Street; thence westerly along the said production and the said southerly limit of College Street to the easterly limit of Church Street; thence southerly along the said easterly limit of Church Street to the production easterly of the southerly limit of Queen Street; thence westerly along said production and along the said southerly limit of Queen Street to the easterly limit of Kipling Avenue; thence southerly along the easterly limit of Kipling Avenue and its production to the southerly limit of Evans

Avenue; thence westerly along the southerly limit of Evans Avenue and its production to the westerly limit of the said township.

(3) By-law No. 737 passed by the council of the corporation of the town of New Toronto on the 3rd day of December, 1928, and entitled "A by-law to provide for the borrowing of \$65,000 upon debentures, to pay for the construction of an asphalt pavement on the north side of the Lake Shore Road between the easterly and westerly boundaries of the municipality, as a local improvement," and by-law No. 738 passed by the said council of the town of New Toronto on the 14th day of January, 1929, and entitled "A by-law to provide for the borrowing of \$60,091 upon debentures, to pay for the widening of the Lake Shore Road from the eastern limit of the corporation to the westerly limit of that part of the corporation lying north of the Lake Shore Road," and all debentures issued or to be issued under the said by-laws, or either of them, are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation of the town of New Toronto and the ratepayers thereof.

(4) (a) By-law number 633 passed by the council of the corporation of the town of Mimico, on the 28th day of June, 1927, and entitled "A by-law to provide for the payment by the corporation of a larger part of the cost of constructing a pavement and curbing on the Lake Shore Road than that provided for by by-law number 632," and by-law number 702, passed by the said council on the 1st day of February, 1929, and entitled "A by-law to amend by-law number 633," are hereby ratified and confirmed and declared to be legal, valid and binding upon the corporation of the town of Mimico and the ratepayers thereof.

(b) By-law number 680, passed by the council of the corporation of the town of Mimico on the 24th day of September, 1928, and entitled "A by-law to authorize the widening of the Lake Shore Road from the east limit of the town to the west limit of the town to a width of 86 feet from the existing southerly limit thereof as a local improvement under the provisions of *The Local Improvement Act*," is hereby ratified and confirmed and declared to be legal, valid and binding upon the corporation of the town of Mimico and the ratepayers thereof.

(c) By-law number 681, passed by the council of the corporation of the town of Mimico on the 24th day of September, 1928, and entitled "A by-law to authorize the construction of a pavement with curb and gutter and surface drainage works 20 feet in width on the Lake Shore Road

from the east limit of the town to the west limit of the town as a local improvement under the provisions of *The Local Improvement Act*," is hereby ratified and confirmed and declared to be legal, valid and binding upon the corporation of the town of Mimico and the ratepayers thereof.

Power
to borrow by
issue of
debentures.

(d) Notwithstanding the provisions of any general or special Act, the council of the corporation of the town of Mimico may borrow *from time to time*, pursuant to the provisions of *The Local Improvement Act*, on the credit of the corporation at large by the issue and sale of debentures such sums, *not exceeding in the aggregate the sum of \$200,000* as may be necessary to defray the cost of any of the works undertaken pursuant to by-laws numbers 680 and 681, and all debentures so issued are hereby declared to be legal, valid and binding upon the corporation of the town of Mimico and the ratepayers thereof.

Contri-
butions to be
applied on
corporation's
share.

(e) The amount of any contribution received by the town of Mimico to be applied towards the cost of any work authorized by said by-laws numbers 680 and 681 shall be applied in reduction of the corporation's portion of the cost of said work.

Widening
of Nurse-
wood Road
as local im-
provement.

5.—(1) The corporation of the city of Toronto may widen as a local improvement work the highway known as Nursewood Road by adding thereto a strip of land forming part of lands on the easterly side of said highway in the township of Scarborough acquired by the said corporation for waterworks purposes, and the value of the said strip of land on the date of the passing of the by-law for undertaking the said work, as such value may be fixed by the court of revision, shall form part of the cost of the said work.

Highway
and abutting
lands deemed
to be in city
for purpose
of works.

(2) The said corporation shall have the same authority to so widen the said highway and to construct on the highway so widened any work authorized by *The Local Improvement Act* to be constructed as a local improvement work, as it would have if the said highway as so widened and all the lands abutting thereon were wholly within the limits of the city of Toronto.

Annual
grant of
\$25,000 to
Toronto
Industrial
and Publicity
Commission
for five
years.

6.—(1) The council of the corporation of the city of Toronto may make an annual grant out of current revenue, of not more than \$25,000 in any one year, to the Toronto Industrial and Publicity Commission, and may enter into an agreement with the said commission to provide for the making of such an annual grant for a period not exceeding five years, and upon the expiration of any such period may make a similar agreement for a further similar period of years.

(2) The council of the corporation of the city of Toronto shall annually appoint one of its members to be a member of the Board of Directors of the said Toronto Industrial and Publicity Commission, and the member so appointed shall be a member of the executive committee or other body or committee carrying on the actual work of the said commission.

7. The order made by the Ontario Railway and Municipal Board on the 17th day of October, 1923, set out in schedule "F" hereto, is hereby confirmed, and it is hereby declared that the lands therein described have formed part of the city of Toronto since the 4th day of January, 1924.

Order of
Municipal
Board
annexing
part of
Township of
York to
City, con-
firmed.

8. The following lands shall, from and after the date when this section comes into force, be annexed to and form part of the village of Forest Hill, namely,—

Certain
lands in city
annexed to
Forest Hill
Village.

All and singular that certain parcel or tract of land and premises situate, lying and being in the city of Toronto, in the county of York and Province of Ontario, being composed of lots numbers 112, 113, 114, 115, 116 and 117, and Blocks C, D, and E, and of the part of Forest Hill Road adjoining the aforesaid lots and blocks and the reserves lying across both ends of the said road; all according to a plan filed as number 645-E in the Registry Office for the Registry Division of Toronto; which said parcel of land is more particularly described as follows: Commencing at the intersection of the southwesterly limit of the Belt Line Railway with the westerly limit of registered plan number 645-E, the said westerly limit being the existing limit between the city of Toronto and the village of Forest Hill; thence southerly, along the said westerly limit 353 feet $0\frac{3}{4}$ inches more or less to the southwesterly angle of the said plan; thence easterly, along the southerly limit of the said plan being also along the existing limit between the city of Toronto and the village of Forest Hill 396 feet 7 inches more or less to the aforesaid southwesterly limit of the Belt Line Railway; thence northwesterly, along the last-mentioned limit 529 feet $11\frac{3}{4}$ inches more or less to the place of beginning.

9.—(1) All sales of land within the city of Toronto made prior to the 31st day of December, 1927, which purport to have been made by the corporation of the said city or by its treasurer for arrears of taxes in respect to the lands so sold, are hereby validated and confirmed, and all coveyances of

Tax sales
and deeds,
to confirmed.

land so sold executed by the mayor, treasurer and clerk of the said city purporting to convey the said lands so sold to the purchaser thereof or his assigns, or his or their heirs or assigns, or to the said corporation, shall have the effect of vesting the lands so sold in the purchaser or his assigns, or his or their heirs or assigns, or in the said corporation and its successors and assigns, as the case may be, in fee simple and clear of and free from all right, title and interest whatsoever of the owners thereof at the time of said sale, or their assigns, and all charges and encumbrances thereon and dower therein, except taxes accruing after those for non-payment of which the said lands were sold.

Pending
litigation
not affected.

(2) Nothing in this section contained shall affect or prejudice the rights of any person under pending litigation.

Commence-
ment of
Act.

10. This Act *except section 9* shall come into force on the day upon which it receives the Royal Assent, *and section 9 shall come into force on the 1st day of July, 1920.*

SCHEDULE "A."

(Description of lands referred to in Section 1)

All and singular those certain parcels or tracts of land and premises situate lying and being in the City of Toronto, in the County of York and Province of Ontario, and being composed of Lots Numbers Three, Six, Eight, Nine, Ten and Thirteen on the east side of Givens Street; and Lots Numbers Eighty and Eighty-one on the west side of Givens Street, all according to Plan registered in the Registry Office for the City of Toronto as Number 302; also Lots Numbers Eight, Eleven, Twelve, Fifteen, Sixteen, Nine teen and Twenty on the east side of Givens Street in Block "B" as shown on registered Plan Number "D" 29; also Lots Numbers Eighteen and Twenty-one on the west side of Givens Street in Block "A" on said registered Plan "D" 29; also that portion of Lot Seventeen on the west side of Givens Street according to said registered Plan "D" 29, more particularly described as follows, that is to say: Commencing at a point in the Eastern limit of Givens Street at the northeastern angle of a parcel of land conveyed to one, Isaac Graydon, by registered Instrument 9319-B, said point being at the distance of two hundred and eleven feet and ten and one-half inches, more or less, northerly from the south-eastern angle of Lot Nine as shown on said plan; thence north seventy-four degrees forty-five minutes west, more or less, along the northerly limit of said parcel of land conveyed to said Graydon twenty-six feet, more or less, to the centre line of the said lot Seventeen, that is the centre line running parallel to the northern limit of the lot; thence westerly along the said centre line of the lot parallel to the said northern limit of said lot Seventeen, one hundred and two feet and three inches, more or less, to the rear of the said lot Seventeen; thence northerly along the rear line of said lot Seventeen twenty-five feet, more or less, to the northwestern angle; thence easterly along the northern limit of said lot Seventeen one hundred and twenty-five feet, more or less, to the northeastern angle of said lot Seventeen; thence southerly along the front of the said lot Seventeen thirty-eight feet and one and one-half inches, more or less, to the place of beginning.

SCHEDULE "B."

This Agreement made the Twenty-fifth day of July, One thousand nine hundred and twenty-seven.

BETWEEN:

THE CORPORATION OF THE CITY OF TORONTO,
hereinafter called the "City,"

of the first part;

—and—

THE TORONTO TRANSPORTATION COMMISSION,
hereinafter called the "Commission,"

of the second part.

Whereas by an Act passed by the Legislature of the Province of Ontario in the Sixteenth year of the reign of His Majesty King George the Fifth Chapter 100, the City was authorized, subject as therein provided, to acquire, equip, own, control and operate vessels for transporting passengers and freight across the waters of Toronto Bay from or to any point or points on the main land of the City of Toronto or on Toronto Island, and to acquire, lease, construct, equip, maintain and operate all wharves, docks offices and other buildings or erections required for or in connection with the proper operation of such vessels, and also from time to time to pass such By-laws and enter into such agreements as might be necessary to entrust the control, maintenance, operation and management of any vessels, wharves, docks or other property acquired by the City under the provisions of said Act to any person or Corporation for such period of time and upon such conditions as might be set out in the said By-law or agreement;

And whereas under the authority of the said Act the City acquired from the Toronto Ferry Company, Limited, and one Lawrence Solman eight ferry boats as more particularly hereinafter described, together with certain wharves and buildings necessary to the operation of such ferry boats;

And whereas the City under the authority of the said Act subsequently acquired the freight boat known as the "T. J. Clark," together with a gasoline launch known as the "Grayling" and certain trucks and equipment used in connection with the handling of freight by the said freight boat;

And whereas by a certain Indenture of Lease, dated the first day of May, 1926, the City leased from The Toronto Harbor Commissioners certain wharf properties comprising wharves and ferry terminal on the main land near the foot of York Street and wharves on Toronto Island at Island Park, Manitou Road, Ward's Island and Lakeside Home;

And whereas by Report No. 4 of the Board of Control, adopted by the Council of the said City on the twenty-first day of February, 1927, it was recommended that the control, maintenance, operation and management of the properties hereinbefore mentioned should be entrusted to the Commission upon the terms and conditions hereinafter set forth;

Therefore this agreement witnesseth that the Parties hereto have agreed as follows:—

(1) The City hereby entrusts to the Commission the control, maintenance, management and operation of the following properties, namely:

(1) Eight ferry boats known respectively as the Trillium, Bluebell, Mayflower, Primrose, Jasmine, John Hanlan, Clark Brothers and the Luella, together with their equipment.

(2) The freight ferry boat known as the "T. J. Clark" and the gasoline launch known as the "Grayling," together with five hand trucks and sundry equipment used in connection with the handling of freight by the "T. J. Clark" and the "Grayling."

(3) The wharf and dock at Hanlan's Point together with the shelter, office and waiting rooms in connection therewith.

(4) The wharf at Ward's Island.

(5) The wharf and shelter at Island Park, Centre Island.

(6) The wharf at Manitou Road, Centre Island.

(7) The wharf at Lakeside Home, Toronto Island.

(8) The wharves and ferry terminal buildings on the City's side near the foot of York Street located on lands leased to the City from The Toronto Harbor Commissioners.

all of which property is hereinafter referred to as "the ferry properties."

Subject to the consent of the Toronto Harbor Commissioners in respect to these parts of the said properties leased by said Commissioners to the City.

Provided always that with respect to the wharf and dock at Hanlan's Point (including the shelter, office and waiting room in connection therewith) the City and the Commission will both endeavour to have the ownership of this property transferred to the Toronto Harbor Commissioners and leased by the Toronto Harbor Commissioners to the City upon terms to be subsequently arranged, so that it will be in the same position as the other wharf properties above set forth.

(2) The Commission will control, maintain, manage and operate the ferry properties and any additions thereto on behalf of the City, subject to the provisions of this agreement, so as to secure the most effective operation of the same consistent with good management.

(3) (a) The City will from time to time furnish to the Commission on demand such moneys as it may require to carry out its powers and duties hereinafter, including such sum in excess of operating revenues as may be required to meet the full cost of maintenance and operation, which cost shall include such maintenance, renewals, depreciation and debt charges as the Commission shall think proper. Notwithstanding anything in the foregoing, any moneys requested by the Commission for new capital expenditure shall only be furnished if when approved by the Council of the City.

(b) Any moneys provided by the City as above shall, upon the certificate of the Commission, be paid out to it by the Treasurer of the City.

(4) The Commission shall, in particular, but not so as to restrict its general powers and duties, have, with reference to the said ferry properties, the following powers and duties, which it covenants with the City to perform, namely:

(a) To furnish, as far as is reasonably necessary, a passenger and freight service between the main land and the Island.

(b) To fix such tolls and fares as from time to time to the Commission shall seem reasonable and which, as far as possible, will provide sufficient revenue to make such ferry properties self-sustaining.

(c) To keep, observe and perform on behalf of the City the covenants, provisos and conditions of the lease of wharf properties made between the City and the Toronto Harbour Commissioners, dated the first day of May, 1926, and of any further lease of any wharf property to be made by the Toronto Harbor Commissioners to the City or to the Commission, and to indemnify and save harmless the City to the extent of the revenue from the ferry properties from liability, loss, cost or expense under any such covenant, proviso or condition.

(5) The Commission will keep separate books of account with reference to the matters entrusted to it by this agreement and will enter therein all items received or expended in respect of such matters.

(6) All revenues received by the Commission by virtue of the exercise of any of the powers or duties conferred by this agreement shall be kept entirely separate from any other revenue in its possession and it shall be illegal for the Commission to use or resort, whether by way of loan or otherwise, to such first named revenues for any purpose not contemplated by this agreement or to use or resort in a like manner to any other revenues in its possession in aid of the execution of any of the purposes contemplated by this agreement.

(7) In case of joint operation or user of any works or facilities by the transportation services referred to in this agreement and any other transportation facilities operated by the Commission, the Commission may, unless otherwise precluded therefrom, make a fair and equitable apportionment of any revenues or expenditures between or among the various facilities from time to time entrusted to its management.

(8) Immediately after the close of each calendar year the Commission shall submit to the Council of the City a completely audited balance sheet and certified financial statement of the affairs entrusted to it by this agreement, including a revenue and expense account and profit and loss statement, and said statement shall be accompanied by a general report of the operations of the Commission under this agreement during the year.

(9) All books, documents, transactions and accounts of the Commission shall at all times be open for inspection by the Audit Department of the City.

(10) All claims or actions for alleged negligence in the operation of the ferry properties shall be dealt with by the Commission and the Commission shall have the conduct and control of all such claims and actions made or brought against either the City or the Commission and may defend or compromise the same as it deems expedient.

(11) The Commission will, if it deems advisable after providing for maintenance, repair and operation and such maintenance renewals, depreciation and debt charges as it shall think proper, pay to the City any surplus of revenue over expenditures remaining in its hands at the end of any year in respect of the ferry properties and transportation services entrusted to its management by this agreement.

(12) If at any time the Council of the City shall by resolution determine that by reason of the construction of a bridge or bridges to connect the Island with the main land the further operation of a ferry service by or on behalf of the City by the Commission is unnecessary or inadvisable and shall notify the Commission in writing of such determination then this agreement shall terminate at the end of a period of six months after receipt by the Commission of such notice and the Commission shall perform all acts necessary to transfer to the City the ferry properties as they may then exist and all assets and property pertaining thereto; and all rights of the parties hereto shall cease and determine upon the said ferry properties, assets and property being so transferred to the City.

(13) While this agreement continues in force the Commission shall have the right subject to the provisions of any existing leases to occupy and lease any building or erection now existing and heretofore used as a place of refreshment, entertainment or amusement on the City's part, property known as Hanlan's Point, and from time to time to erect, occupy, maintain and lease other buildings for similar uses, provided that all revenue from all such buildings or erections occupied or leased by the Commission shall be added to and form part of the revenues of the ferry properties, and that the Commission will before erecting any such new building or erection obtain the approval of its location by the Commissioner of Parks of the City or the official from time to time performing the duties now performed by the Commissioner of Parks.

The said park property known as Hanlan's Point may be described as follows:—

Firstly: All and singular that certain parcel or tract of land and premises situate, lying and being in the said City of Toronto, containing by admeasurement three acres and three-hundredths of an acre be the same more or less being composed of part of Toronto Island now in the City of Toronto and which said parcel or tract of land and premises may be more particularly known and described as follows, that is to say: Commencing at a point on the waters edge of Black House Bay as shown on a plan of the herein described premises prepared by Wadsworth and Unwin, Provincial Land Surveyors, dated April 7th, 1881, attached to a lease dated May 2nd, 1881, made to Edward Hanlan, said point being where the production easterly of the northerly face of Hanlan's Old House intersects said water's edge; thence northerly and southerly along said water's edge to a point on the east shore of Hanlan's Bay, where it is intersected by the production westerly of the northerly face of Hanlan's Old House; thence easterly along the northerly limit of a road one chain in width as shown on said plan to the place of beginning, and Secondly: All and singular that certain parcel or tract of land and land covered by water lying to the west, north and east of Hanlan's Point on Toronto Island, and which may be more particularly described as follows, that is to say: Commencing at a point at the water's edge at the westerly side of Hanlan's Point where the same is intersected by a line drawn parallel with the northerly limit of lot Number Eighty-two, according to Plan D 141, registered in the Registry Office for the City of Toronto at a distance of eight hundred and twenty-seven and seven-tenths feet, measured northerly therefrom, and at right angles thereto; thence north seventy-eight degrees twenty-six minutes west magnetic two hundred and seventy-five feet; thence north two degrees forty-nine minutes east magnetic nine hundred and ninety-five feet; thence north eighty-nine degrees four minutes east magnetic four hundred and fifty feet; thence south eight degrees thirty-eight minutes east magnetic, one thousand and forty-two feet to the southerly limit of the Turner Water Lot as shown upon said Plan; thence north eighty-eight degrees forty-nine minutes west magnetic along the southerly limit of said Turner Water Lot thirty-eight feet; thence south twenty-six minutes west magnetic thirty-four feet six inches; thence south sixty-two degrees twenty-six minutes west magnetic

fifty-two feet two inches to the easterly limit of that part of Hanlan's Point heretofore leased by the City to Edward Hanlan, by lease dated May 2nd, 1881; thence northerly, westerly and southwesterly following the limits of the lands leased as aforesaid to the place of beginning. Thirdly: All and singular that certain parcel or tract of land and premises situate lying and being on Toronto Island, in the City of Toronto, in the County of York and Province of Ontario, being composed of part of an unnumbered lot lying to the north of lot Number Eighty-two according to a plan filed in the Registry Office for the Registry Division of Toronto as D 141 (said unnumbered lot being sometimes known as Lot Number Eighty-three according to said Plan D 141) which said parcel may be more particularly known and described as follows: Commencing at a point in the westerly limit of said unnumbered lot which may be located as follows: Beginning at the Stone Monument planted to mark the northwesterly angle of lot Number Eighty-two, according to said Plan D 141; thence north twelve degrees, twenty-one minutes east three hundred and fifty-two feet; thence north fifteen degrees, eleven minutes east two hundred and fifty-three feet to the point of commencement aforesaid; said point being where the said westerly limit of said unnumbered lot is intersected by the southeasterly edge of a concrete walk, running in a northeasterly direction across said lot; thence northerly and easterly along the southeasterly edge of said concrete walk on a curve to the right, having a radius of about ninety-two feet, eighty-four feet and eight inches to a point in the edge of said concrete walk distant eighty-one feet and ten inches measured on a course north forty degrees five minutes east from the point of intersection aforesaid; thence north seventy-seven degrees twenty-nine minutes east still along said southeasterly edge of said concrete walk fifty-one feet and three inches; thence north sixty-seven degrees east still along said southeasterly edge of said concrete walk sixty-five feet and three inches; thence south eighty-three degrees fifty-six minutes east along said southeasterly edge of said concrete walk and its production easterly fifteen feet and one inch to the easterly limit of said unnumbered lots; thence north seventeen degrees fifty-one minutes east along last limit sixty-five feet and two and one-half inches to a point of curve; thence northerly and westerly along the northeasterly limit of said lot, on a curve to the left, having a radius of thirty-four feet and one inch fifty-seven feet and eight inches to the end of said curve; thence north seventy-nine degrees, four minutes west along the northerly limit of said lot fifty-four feet and three inches to a point of curve; thence westerly and southerly, along the northwesterly limit of said lot, on a curve to the left, having a radius of seventy feet one hundred and seven feet six inches to the end of said curve; thence south twelve degrees fifty-six minutes west along the westerly limit of said lot one hundred and sixty-five feet to the point of commencement. Containing by admeasurement .483 acres be the same more or less.

(14) In the event of legislation being required to carry into effect any of the objects of this agreement, the parties hereto agree to use their best endeavours to have this agreement ratified by legislation at the next session of the Ontario Legislature.

In witness whereof the parties hereto have caused to be affixed their Corporate Seals by the hands of their proper officers.

SIGNED, SEALED AND DELIVERED,

TORONTO TRANSPORTATION COMMISSION,

in the presence of:

(Sgd.) "P. W. ELLIS," *Chairman.*

(SEAL)

(Sgd.) "H. S. CAMERON," *Secretary*

(Sgd.) "THOMAS FOSTER,"

(CITY SEAL)

Mayor.

(Sgd.) "H. REBURN,"

Deputy Treasurer.

SCHEDULE "C."

This agreement made the 24th day of September, one thousand nine hundred and twenty-eight.

BETWEEN:

THE CORPORATION OF THE CITY OF TORONTO,
hereinafter called the "City,"

of the first part;

--and--

THE TORONTO TRANSPORTATION COMMISSION,
hereinafter called the "Commission,"

of the second part.

Whereas by a certain Statute passed by the Legislature of the Province of Ontario in the Sixteenth year of the reign of His Majesty King George the Fifth, Chapter 113, Section 5, the City was authorized to transfer to the Commission the control, management and operation of the Toronto Radial Railways therein described upon such terms as might be agreed upon;

And whereas under and by virtue of an agreement made between the parties hereto and dated the seventh day of January, 1927, which agreement was validated and declared effective by Statute of the Province of Ontario, 17 George V, Chapter 58, Section 9, the City transferred to the Commission the control, management and operation of the said railways as therein described and as more particularly described in the Schedule to an agreement between the City and the Hydro-Electric Power Commission of Ontario set forth in Schedule One to the said Statute;

And whereas the Commission is operating the said railways under the provisions of the said agreement and has requested that certain changes as hereinafter set forth be made in the terms and conditions under which the Commission is to continue the control, management and operation of the Mimico and Scarboro Division of the said Railways;

And whereas there are outstanding debentures issued by the City for capital expenditures on the said Divisions to the amount of \$558,000.00 in respect to the Mimico Division and to the amount of \$419,000.00 in respect to the Scarboro Division.

Now therefore this Agreement witnesseth that the parties hereto have agreed as follows:—

1. The Commission is hereby authorized to incorporate in its City System the Mimico and Scarboro Divisions of the Toronto Radial Railways (as such Divisions are described in said agreement of seventh January, 1927, and in Schedule One to the said Statute 17 George V, Chapter 58) upon a date or dates to be subsequently agreed upon.

2. From and after such date or dates.

(a) The provisions of the Statute of the Province of Ontario, 10-11 George V, Chapter 144 and amendments thereto, shall apply *mutatis mutandis* to the said Mimico and Scarboro Divisions as if such Divisions had originally been subject to the provisions of such Statute.

(b) The Commission will charge on such Divisions such tolls and fares in addition to the City fares as it may from time to time determine.

(c) The Commission will assume liability for the outstanding debt for capital expenditures in connection with the said Mimico and Scarboro Divisions and will from time to time furnish the City on demand with all moneys required to make payments of the interest or principal of such debt.

(d) The City will no longer be required to furnish the Commission with any money required for the purposes of either of the said two Divisions except as provided in the said Statute, 10-11 George V, Chapter 144.

(e) All revenues derived from such Divisions shall be placed by the Commission to the credit of its City System and it shall be no longer necessary for the Commission to keep separate books of account for such Divisions.

3. The terms of the agreement between the Commission and the City, dated the seventh day of January, 1927, are hereby varied to the extent necessary to carry out the provisions of this agreement but in all other respects shall remain in full force and effect.

4. The parties hereto agree to use their best endeavours to have this agreement ratified by the Legislature of the Province of Ontario at the next Session thereof.

In witness whereof the parties hereto have hereunto set their Corporate Seals by the hands of their proper officers in that behalf.

SIGNED, SEALED AND DELIVERED,

in the presence of: (Sgd.) "SAMUEL McBRIDE,"
(City of Toronto Seal) Mayor.
(Sgd.) "GEO. H. ROSS,"
Treasurer.

"THE TORONTO TRANSPORTATION COMMISSION,"

(Sgd.) "P. W. ELLIS,"
(Seal of T.T.C.) Chairman.
(Sgd.) "H. W. TATE,"
Secretary (pro tem.)

SCHEDULE "D."

Memorandum of Agreement made this 18th day of September, 1928.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SCARBOROUGH,
hereinafter called the "Township,"

of the first part;

—and—

THE TORONTO TRANSPORTATION COMMISSION,
hereinafter called the "Commission,"

of the second part.

Whereas the Commission, pursuant to an agreement with the Corporation of the City of Toronto, dated the 7th day of January, 1927, made pursuant to *The Toronto Radial Railways Act, 1926*, and ratified by *The Toronto Radial Railway Act, 1927*, has assumed the operation, control and management of the railways mentioned in the said Acts, including the railway referred to therein as the "Scarboro Division";

And whereas the said Scarboro Division is at the present time a single-track railway with the necessary switches and turnouts, located in part on the Kingston Road within the municipal limits of the Township and to the south of the travelled portion of the said road;

And whereas the Township is desirous of having the said railway on Kingston Road between the western limit of the Township and Birchmount Road moved to the centre of the said highway and of having such railway double-tracked and the said highway paved, all as shown upon Plan R-6-251 filed in the head office of the Commission and identified by the signatures of the officers of the parties hereto, and the Commission has agreed to move and double-track such railway upon the terms and conditions hereinafter set out;

Now therefore this agreement witnesseth:—

1. Within a reasonable period after the execution of these presents the Commission will remove its said railway to its new location in the centre of the said highway as shown upon plan annexed hereto and will double-track the same.

2. The full cost of the removal of the said track and of the construction of the new track in the centre of the said highway, including reconstruction of overhead and the provision of additional foundation necessary on account of railway operation, shall be borne by the Commission.

3. The cost of paving the space between lines sixteen inches outside of the gauge side of each of the outer rails of the railway, such space being hereinafter referred to as the "track allowance," shall be borne by the Commission, but forthwith after the completion of such paving the Township shall pay to the Commission a sum equal to the cost of a pavement (and foundation for the same) on the track allowance of the same type and construction as is to be laid on the roadway outside the track allowance.

4. The Commission will from time to time maintain in repair the paving within the track allowance but the full cost of such maintenance shall be from time to time borne by the Township, such cost, however, in no case to include the cost of paving repairs rendered necessary by reason of any work done by the Commission in respect of the railway as such.

5. Whenever either the Commission or the Township desires to carry out any work of maintenance or repair or otherwise which may in any way affect, on the one hand the railway of the Commission or on the other hand the municipal works or services of the Township, it shall, except in cases of emergency, give the other party reasonable notice thereof and shall bear the full cost of repairing or replacing any part of the undertaking of such other party injured or destroyed by the carrying out of such work.

6. The Commission shall have, in respect to the double-track railway to be constructed pursuant to this agreement and in respect of its new location, the same rights, powers and privileges which it possesses at present in respect of the railway in its present location but such latter rights, powers and privileges in respect of that portion of the railway to be superseded shall cease and determine upon the construction of such new railway.

7. The Commission shall, where practicable, by sweepers or otherwise, remove snow from off the track allowance and will not be liable for the cost of any snow removal from the highway other than from its track allowance as aforesaid.

8. The Commission and the Township agree to permit each other such mutual use of poles as may be reasonable and necessary on fair and reasonable terms.

9. The Commission shall have the free use of any storm or combined sewers of the Township without cost for the drainage of surface water from its tracks, it being understood, however, that the Commission will bear the full cost of any drains connecting with such sewers and of any necessary connections.

10. The Township agrees to have furnished on that portion of the said highway covered by this agreement adequate street lighting.

11. The Township will during the term of this agreement at the request of the Commission, take all means within its power and in particular will pass and enforce such by-laws as it may from time to time legally pass, to prevent the operation of street railways, busses, jitneys or other forms of public transportation other than taxicabs, within the municipal limits from time to time where such public transportation is in any particular in competition with any transportation service from time to time operated in the Township by the Commission.

12. The parties hereto covenant and agree, each with the other, to use their best endeavours to have this agreement and any by-law passed by

the Township for the purpose of carrying the same into effect, ratified by the Legislature of the Province of Ontario at the next Session thereof.

In witness whereof the parties hereto have hereunto caused their and each of their Corporate Seals to be hereto affixed, attested by the hands of their proper officers in that behalf.

TOWNSHIP OF SCARBORO,

(SEAL) (Sgd.) "GEO. B. LITTLE," *Recve.*

(Sgd.) "W. D. ANNIS," *Clerk.*

THE TORONTO TRANSPORTATION COMMISSION,

(SEAL) (Sgd.) "P. W. ELLIS," *Chairman.*

(Sgd.) "H. S. CAMERON," *Secretary.*

SCHEDULE "E."

Memorandum of Agreement made this 24th day of September, A.D. 1928.

BETWEEN:

HIS MAJESTY THE KING, REPRESENTED BY THE HONOURABLE
THE MINISTER OF PUBLIC WORKS AND HIGHWAYS OF THE
PROVINCE OF ONTARIO,

of the first part;

THE CORPORATION OF THE TOWN OF MIMICO,

of the second part;

THE CORPORATION OF THE TOWN OF NEW TORONTO,

of the third part;

THE CORPORATION OF THE TOWNSHIP OF ETOBICOKE,

of the fourth part;

THE PARTIES OF THE FIRST, SECOND, THIRD AND FOURTH
PARTS (hereinafter called the "Highway Authorities");

AND THE TORONTO TRANSPORTATION COMMISSION (here-
inafter called the "Commission"),

of the fifth part.

Whereas the Lake Shore Road within the municipal limits of the above-mentioned municipalities is a provincial highway within the meaning of *The Highway Improvement Act, 1926*, and as such is vested in His Majesty the King and is under the control of the Department of Public Highways;

And whereas the said Department is desirous of widening the above-described portion of the said Lake Shore Road, which portion of the said road is hereinafter referred to as the "Highway";

And whereas the Commission, pursuant to an agreement with the Corporation of the City of Toronto, dated the 7th day of January, 1927, made pursuant to *The Toronto Radial Railways Act, 1926*, and ratified by *The Toronto Radial Railway Act, 1927*, has assumed the operation, control and management of the railways mentioned in the said Acts, including the railway referred to therein as the "Mimico Division";

And whereas the said Mimico Division is at present a single-track railway with the necessary switches and turnouts located in part on the said highway to the north of the travelled portion thereof;

And whereas all the parties hereto are desirous of moving the said railway to the centre of the said highway as widened or to be widened and of having such railway double-tracked, and the Commission, with the consent and concurrence of the Corporation of the City of Toronto, has agreed to carry out such works upon the terms and conditions hereinafter set out;

Now therefore this Agreement witnesseth:—

1. Within a reasonable period after the execution of these presents the Commission at its sole cost and expense will remove its said railway to its new location in the centre of the said highway as shown upon the plan annexed hereto, will double-track the same and will pave the space between lines 16 inches outside of the gauge side of each of its outer rails, such space being hereinafter referred to as the "track allowance."

2. The Commission will from time to time maintain the pavement with the track allowance but the full cost of such maintenance shall be borne by the Highway Authority in which from time to time is vested that part of the Highway on which such pavement is laid, such cost, however, in no case to include the cost of paving repairs rendered necessary by reason of any work done by the Commission in respect of the railway as such.

3. All such construction to be done by the Commission in carrying out the obligations imposed upon it by Paragraph 1 hereof shall be in accordance with the Commission's standard practice for such construction.

4. The Commission will, at a consideration to be fixed by the party of the first part, procure the lands coloured red upon plans prepared by the Commission numbered R-6-234, R-6-235, R-6-236 and R-6-237, copies of which plans are identified by the signatures of the officers of the parties hereto and filed at the head office of the Commission, to be conveyed to or otherwise vested in the party of the first part in fee simple free, clear and discharged of all and every mortgage, charge, lien and encumbrance, but subject to any existing easements or rights-of-way over or through such lands; such lands when so conveyed or vested as aforesaid to form part of the said highway.

5. The Highway Authorities will procure the lands coloured yellow on the plans referred to in the next preceding paragraph to be conveyed to or otherwise vested in the party of the first part in fee simple free, clear and discharged of all and every mortgage, charge, lien and encumbrance, to form part of the said highway.

6. The Commission shall have the right for all time to maintain the double-track railway to be constructed pursuant to this agreement in the location shown upon the plans referred to in the next preceding paragraph; and upon such railway being constructed all rights and privileges of any party hereto with reference to the construction or operation of railways or street railways upon the highway shall, save as provided for in this agreement and in *The Ontario Railway Act*, cease and determine.

7. The Commission agrees:—

(a) That the gauge of the railway shall at all times be the same as that of its system within the City of Toronto.

(b) To construct and continuously maintain a connection between the said railway and its said system within the City of Toronto, it being understood, however, that no obligation of any nature or kind is hereby imposed upon it in respect of the construction or maintenance from time to time of a bridge or bridges over the Humber River.

(c) To operate into the City of Toronto at least as far east as Roncesvalles Avenue or Roncesvalles Avenue produced, the cars of its regular service on the highway, it being distinctly understood that for any operation within the present limits of the City an additional fare shall be paid by each passenger, but such additional fare shall entitle such passenger to all rights enjoyed from time to time by a passenger upon the City System in respect of such fare.

8. The Commission will at all times supply the necessary cars, rolling stock and equipment to provide for an adequate service on the said railway and will at all times operate the said railway in an efficient and proper manner and maintain the same in good order, condition and repair.

9. The Commission shall, where practicable, by sweepers or otherwise, remove snow from off the track allowance to the sides of the road and shall not be liable for the cost of any snow removal from the highway other than from its track allowance as aforesaid.

10. The Commission and the Highway Authorities agree to permit each other such mutual use of poles as may be reasonable and necessary on fair and reasonable terms.

11. The Commission shall have the free use of any storm or combined sewers of any of the Highway Authorities without cost for the drainage of surface water from its tracks, it being understood, however, that the Commission will bear the full cost of any drains connecting with such sewers and of any necessary connections.

12. The Highway Authorities, other than the Party of the First Part, agree to have furnished on that portion of the said Highway covered by this agreement adequate street lighting.

13. Whenever either the Commission or any of the Highway Authorities desires from time to time to carry out any work of maintenance, repair or otherwise which may in any way affect, on the one hand the municipal works or services of the said Highway Authority or on the other hand the railway of the Commission, it shall, except in cases of emergency, give the other party reasonable notice thereof and shall bear the full cost of repairing or replacing any part of the undertaking of such other party injured or destroyed by the carrying out of such work.

14. The Commission agrees that the tolls and fares to be charged by it from time to time on the said Mimico Division shall not be higher than is necessary to make such railway, together with any additions or extensions thereto, whether by rail, motor bus or otherwise, within the existing municipal limits of the parties of the Second, Third and Fourth Parts and south of the line coloured green upon the plan annexed hereto, self-sustaining, after providing for such maintenance, renewals, depreciation and debt charges as the Commission may think proper; and notwithstanding anything in any act or agreement contained the Commission may charge such tolls or fares; provided, however, that the fares, either cash or ticket, to be charged from time to time upon that portion of the said Mimico Division covered by this agreement, for any class of passengers, shall not exceed the fares being charged in the City of Toronto for the time being in respect of a similar class of passengers.

15. The Parties of the Second, Third and Fourth Parts will, during the terms of this agreement, at the request of the Commission, take all means within their respective powers and in particular will pass and enforce such by-laws as they may from time to time legally pass to prevent the operation of street railways, busses, jitneys or other forms of public transportation (other than taxicabs) within their respective municipal limits from time to time, and south of the line coloured green upon the plan annexed hereto.

16. The Party of the Fourth Part will not consent to, agree to or grant any franchise or right to any person, firm or corporation to operate a street railway, busses, jitneys or other forms of public transportation (other than taxicabs) north of the green line referred to in the next preceding paragraph hereof unless the said Party of the Fourth Part, by notice in writing, first offers the said franchise or right to the Commission and the latter during a period of sixty days from the date of such offer neglects or refuses to agree by notice in writing to construct such street railway or operate such franchise or right within a reasonable period of time.

17. Notwithstanding any Act of the Legislature of the Province of Ontario which may hereafter be passed, the parties hereto agree that all works, structures, etc., of the Commission of every nature and kind situate

in or upon the highway shall continue to be exempt from assessment or taxation for any purpose whatsoever.

18. This agreement shall not be assignable by any party hereto.

19. In consideration of the various covenants and agreements herein contained on the part of the parties of the Second, Third and Fourth Parts, the Commission agrees to pay annually during the continuance of this agreement the sum of Twenty-five hundred dollars (\$2,500.00) to each of such parties, the first of such payments to be made one year after operation is commenced by the Commission upon the new track location provided for by this agreement and subsequent payments annually thereafter upon such date.

20. The Parties hereto covenant and agree, each with the other, to use their best endeavours to have this agreement and any by-laws passed by the municipalities or any of them for the purpose of carrying the same into effect or for the widening and paving of the highway, ratified by the Legislature of the Province of Ontario at the next session thereof.

IN WITNESS WHEREOF the parties hereto have hereunto caused their and each of their corporate seals to be thereto affixed, attested by the hands of their proper officers in that behalf.

THE CORPORATION OF THE TOWN OF NEW TORONTO (SEAL)	THE TOWNSHIP OF ETOBICOKE (SEAL)
"GEO. C. WARNER," <i>Mayor.</i>	"J. RAY PRICE," <i>Reeve.</i>
"W. H. C. MILLARD," <i>Clerk.</i>	"S. BARRATT," <i>Clerk.</i>
THE CORPORATION OF THE TOWN OF MIMICO (SEAL)	THE TORONTO TRANSPORTATION COMMISSION (SEAL)
"W. A. EDWARDS," <i>Mayor.</i>	"P. W. ELLIS," <i>Chairman.</i>
"H. B. FOREMAN," <i>Clerk.</i>	"H. S. CAMERON," <i>Secretary.</i>
	"G. H. FERGUSON," <i>Acting Minister of Highways.</i>

SCHEDULE "F."

P.F. 8682

THE ONTARIO RAILWAY AND MUNICIPAL BOARD

BEFORE:

D. M. MCINTYRE, ESQ., K.S., <i>Chairman;</i>	} Wednesday, the Seventeenth day of October, 1923.
A. B. INGRAM, ESQ., <i>Vice-Chairman, and</i>	
J. A. ELLIS, ESQ., <i>Commissioner.</i>	

In the matter of the application of Upper Canada Estates, Limited, and others, for annexation to the City of Toronto of certain lands in the Township of York.

Upon the application of the above-named Applicants, upon reading the Petition of said Applicants, the Resolution of the Council of the Corporation of the City of Toronto passed on the Twenty-eighth day of May, 1923, declaring the expediency of such annexation, and Notice of such Resolution and Petition having been duly given by the said Council to the Council of the Township of York and to the Council of the County of York, respectively, and Notice of the Hearing of this Application having been duly served, advertised and posted, and upon hearing what was alleged by Counsel on behalf of the Corporation of the City of Toronto;

1. The Board orders and declares that the lands and premises in the Township and County of York included in said Petition and being described as follows:—

All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of York, in the County of York and Province of Ontario, being composed of part of Lot Number Twenty-two in the third concession from the Bay, in the Township of York; part of Block "A" and part of a block of land known as "Upper Canada College Block" according to plan No. 890; Lots Numbers Eight to Thirteen inclusive, Twenty-eight to Thirty-three inclusive and Forty-eight to Fifty inclusive, part of Avenue Road, part of Killarney Road and part of Grahame Road, all according to Plan No. 2232, and all the lands included in Plan No. 2369; all said plans or parts thereof being filed in the Registry Office for the County of York, which said parcel may be more particularly known and described as follows:—Commencing at the northwesterly angle of the lands annexed to the City of Toronto, in accordance with an Order of the Ontario Railway and Municipal Board, dated December 15th, 1908; thence northerly on the production northerly of the lands annexed as aforesaid to a point distant one hundred and twenty feet south of the southerly limit of Kilbarry Road; thence westerly, parallel to the southerly limit of said road to the production southerly of the westerly limit of Lot Number Eight, according to Plan No. 2232; thence northerly, along said production and along the westerly limits of Lots Eight to Thirteen, Twenty-eight to Thirty-three and Forty-eight to Fifty, and across the intervening roads according to said Plan No. 2232 to the northwesterly angle of Lot Number Fifty; thence still northerly, on the production northerly of the westerly limit of said lot Number Fifty to the southerly limit of the lands of the Toronto Belt Line Railway; thence in a northwesterly direction along said limit to the limit of the City of Toronto as defined in an order of the Ontario Railway and Municipal Board dated December 15th, 1912; thence easterly, southerly, easterly and southerly, following the limits of the City of Toronto as defined in the last-mentioned Order to the northerly limit of the City of Toronto as defined in the first-mentioned Order; thence westerly along last-mentioned limit to the place of beginning, be and the same are hereby annexed to the Corporation of the City of Toronto subject to the following terms and conditions, namely:—

(1) That the annexation shall come into force on the fourth day of January, 1924.

(2) That the said lands shall be added to and form part of Ward Number 3.

(3) That the Corporation, of the Township of York shall forthwith prepare and furnish to the Corporation of the City of Toronto a special roll showing all arrears of taxes or special rates assessed against the lands above described up to the third day of January, 1924, and the persons assessed therefor.

(4) That the said arrears of taxes according to said special rolls shall be collected by the Corporation of the City of Toronto and that the right to collect same, including the right to distress for non-payment of said arrears, or if necessary, the right to sell the said lands, if any, for non-payment of such arrears shall be vested in the Corporation of the City of Toronto but the proceeds of the collection of such arrears or any part of same after deducting therefrom the proper costs and expenses in connection with the collection of same shall be repaid by the Corporation of the City of Toronto to the said Corporation of the Township of York within six months from the date of collection.

(5) That rates equal to those now levied against the properties on Kilbarry Road in respect to local improvements, if any, shall be levied on the lands so annexed and for the term stated in the By-laws of the Township authorizing such levy.

(6) That the Corporation of the Township of York shall indemnify and save harmless the Corporation of the City of Toronto from all loss, costs, charges and expenses arising from the collection or attempted collection of any arrears as shown on said special roll.

(Sgd.) A. B. INGRAM,
Vice-Chairman.

(Seal of The Ontario Railway
and Municipal Board.)

Ontario.
19 George V, 1929.

BILL.

An Act respecting the City of Toronto.

1st Reading

February 6th, 1929.

2nd Reading

March 13th, 1929.

3rd Reading

MR. NESBITT.

*(Reprinted as amended by the Private Bills
Committee.)*

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Toronto.

WHEREAS the corporation of the city of Toronto has, ^{by petition,} represented that certain lands described in schedule "A" hereto were conveyed to the said corporation by one Jane Prittie, by a conveyance dated the 19th day of April, 1893, subject to a limitation that they should be used for park purposes only, and that the said Jane Prittie has since, by a conveyance dated the 28th day of June, 1928, conveyed the said lands to the said corporation in fee simple without such limitation, and that it is desirable to confirm the title of the said corporation to the said lands; and whereas the said corporation has by the said petition prayed for special legislation in respect to the said matter and to the other matters hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. It is hereby declared that the conveyance of the lands described in schedule "A" hereto made by Jane Prittie to the corporation of the city of Toronto dated the 28th day of June, 1928, had the effect of vesting the said lands in the said corporation free and clear from the trust or limitation requiring said lands to be used for park purposes contained in the deed of said lands from the said Jane Prittie to the said corporation dated the 19th day of April, 1893.

Declaration as to effect of conveyance of certain lands without limitation.

2. The following expenditures heretofore made or hereafter to be made by the council of the corporation of the city of Toronto are hereby authorized, validated and confirmed:—

Certain expenditures validated.

- (a) A grant of \$500 to the St. Elizabeth Visiting Nurses Association.
- (b) A grant of \$2,000 to the British Welcome and Welfare League.

(c) A grant of \$45,000 to the Federation for Community Service Fund for the year 1928.

(d) A grant of \$5,000 to the Federation of the Jewish Philanthropies of Toronto.

(e) An expenditure of \$4,000 for reception of, and presentations to Canadian winners and contestants in the Olympic games held in 1928.

Agreement with T.T.C. re operation of Ferry to Island confirmed.

3. The agreement dated the 25th day of July, 1927, made between the corporation of the city of Toronto and the Toronto Transportation Commission set out in schedule "B" shall be legal, valid and binding upon the parties thereto for a period of one year only from the time this Act comes into force.

Agreements re radial railways, moving of tracks, widening of Lake Shore Road, etc., confirmed.

4.—(1) The agreement dated the 24th day of September, 1928, made between the said corporation and the Toronto Transportation Commission, set out in schedule "C" hereto, the agreement dated the 18th day of September, 1928, made between the Toronto Transportation Commission and the corporation of the township of Scarborough set out in schedule "D" hereto, and the agreement dated the 24th day of September, 1928, made between the Toronto Transportation Commission, His Majesty the King, and the corporations of the towns of Mimico and New Toronto and of the township of Etobicoke set out in schedule "E" hereto, are hereby confirmed and declared to be legal, valid and binding upon the parties to the said agreements.

Levy of corporation's share of work on rateable property in defined area of Township of Etobicoke.

(2) In the event of the township of Etobicoke constructing as a local improvement any work necessary to carry out the provisions of the said agreement set out in schedule "E" hereto, the portion of the cost of the work which under the provisions of *The Local Improvement Act* would otherwise be borne by the corporation shall be rated and levied on all the rateable property within that portion of the said township lying south of a line located and described as follows, namely,—Commencing at the intersection of the easterly limit of the said township with the production easterly of the southerly limit of College Street; thence westerly along the said production and the said southerly limit of College Street to the easterly limit of Church Street; thence southerly along the said easterly limit of Church Street to the production easterly of the southerly limit of Queen Street; thence westerly along said production and along the said southerly limit of Queen Street to the easterly limit of Kipling Avenue; thence southerly along the easterly limit of Kipling Avenue and its production to the southerly limit of Evans

Avenue; thence westerly along the southerly limit of Evans Avenue and its production to the westerly limit of the said township.

(3) By-law No. 737 passed by the council of the corporation of the town of New Toronto on the 3rd day of December, 1928, and entitled "A by-law to provide for the borrowing of \$65,000 upon debentures, to pay for the construction of an asphalt pavement on the north side of the Lake Shore Road between the easterly and westerly boundaries of the municipality, as a local improvement," and by-law No. 738 passed by the said council of the town of New Toronto on the 14th day of January, 1929, and entitled "A by-law to provide for the borrowing of \$60,091 upon debentures, to pay for the widening of the Lake Shore Road from the eastern limit of the corporation to the westerly limit of that part of the corporation lying north of the Lake Shore Road," and all debentures issued or to be issued under the said by-laws, or either of them, are hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation of the town of New Toronto and the ratepayers thereof.

By-law
No. 737
of Town
of New
Toronto,—
borrowing
\$65,000 for
asphalt
pavement on
Lake Shore
Road,
confirmed.

(4) (a) By-law number 633 passed by the council of the corporation of the town of Mimico, on the 28th day of June, 1927, and entitled "A by-law to provide for the payment by the corporation of a larger part of the cost of constructing a pavement and curbing on the Lake Shore Road than that provided for by by-law number 632," and by-law number 702, passed by the said council on the 1st day of February, 1929, and entitled "A by-law to amend by-law number 633," are hereby ratified and confirmed and declared to be legal, valid and binding upon the corporation of the town of Mimico and the ratepayers thereof.

By-laws
Nos. 633 and
702 of Town
of Mimico,
confirmed.

(b) By-law number 680, passed by the council of the corporation of the town of Mimico on the 24th day of September, 1928, and entitled "A by-law to authorize the widening of the Lake Shore Road from the east limit of the town to the west limit of the town to a width of 86 feet from the existing southerly limit thereof as a local improvement under the provisions of *The Local Improvement Act*," is hereby ratified and confirmed and declared to be legal, valid and binding upon the corporation of the town of Mimico and the ratepayers thereof.

Confirma-
tion of By-
law No. 680
of Town of
Mimico.

(c) By-law number 681, passed by the council of the corporation of the town of Mimico on the 24th day of September, 1928, and entitled "A by-law to authorize the construction of a pavement with curb and gutter and surface drainage works 20 feet in width on the Lake Shore Road

Confirma-
tion of By-
law No. 681
of Town of
Mimico.

from the east limit of the town to the west limit of the town as a local improvement under the provisions of *The Local Improvement Act*," is hereby ratified and confirmed and declared to be legal, valid and binding upon the corporation of the town of Mimico and the ratepayers thereof.

Power
to borrow by
issue of
debentures

(d) Notwithstanding the provisions of any general or special Act, the council of the corporation of the town of Mimico may borrow from time to time, pursuant to the provisions of *The Local Improvement Act*, on the credit of the corporation at large by the issue and sale of debentures such sums, not exceeding in the aggregate the sum of \$200,000 as may be necessary to defray the cost of any of the works undertaken pursuant to by-laws numbers 680 and 681, and all debentures so issued are hereby declared to be legal, valid and binding upon the corporation of the town of Mimico and the ratepayers thereof.

Contrib-
utions to be
applied on
corporation's
share.

(e) The amount of any contribution received by the town of Mimico to be applied towards the cost of any work authorized by said by-laws numbers 680 and 681 shall be applied in reduction of the corporation's portion of the cost of said work.

Widening
of Nurse-
wood Road
as local im-
provement

5.—(1) The corporation of the city of Toronto may widen as a local improvement work the highway known as Nursewood Road by adding thereto a strip of land forming part of lands on the easterly side of said highway in the township of Scarborough acquired by the said corporation for waterworks purposes, and the value of the said strip of land on the date of the passing of the by-law for undertaking the said work, as such value may be fixed by the court of revision, shall form part of the cost of the said work.

Highway
and abutting
lands deemed
to be in city
for purpose
of works.

(2) The said corporation shall have the same authority to so widen the said highway and to construct on the highway so widened any work authorized by *The Local Improvement Act* to be constructed as a local improvement work, as it would have if the said highway as so widened and all the lands abutting thereon were wholly within the limits of the city of Toronto.

Annual
grant of
\$25,000 to
Toronto
Industrial
and Publicity
Commission
for five
years.

6.—(1) The council of the corporation of the city of Toronto may make an annual grant out of current revenue, of not more than \$25,000 in any one year, to the Toronto Industrial and Publicity Commission, and may enter into an agreement with the said commission to provide for the making of such an annual grant for a period not exceeding five years, and upon the expiration of any such period may make a similar agreement for a further similar period of years.

(2) The council of the corporation of the city of Toronto shall annually appoint one of its members to be a member of the Board of Directors of the said Toronto Industrial and Publicity Commission, and the member so appointed shall be a member of the executive committee or other body or committee carrying on the actual work of the said commission.

7. The order made by the Ontario Railway and Municipal Board on the 17th day of October, 1923, set out in schedule "F" hereto, is hereby confirmed, and it is hereby declared that the lands therein described have formed part of the city of Toronto since the 4th day of January, 1924.

Order of
Municipal
Board
annexing
part of
Township of
York to
City, con-
firmed.

8. The following lands shall, from and after the date when this section comes into force, be annexed to and form part of the village of Forest Hill, namely,—

Certain
lands in city
annexed to
Forest Hill
Village.

All and singular that certain parcel or tract of land and premises situate, lying and being in the city of Toronto, in the county of York and Province of Ontario, being composed of lots numbers 112, 113, 114, 115, 116 and 117, and Blocks C, D, and E, and of the part of Forest Hill Road adjoining the aforesaid lots and blocks and the reserves lying across both ends of the said road; all according to a plan filed as number 645-E in the Registry Office for the Registry Division of Toronto; which said parcel of land is more particularly described as follows: Commencing at the intersection of the southwesterly limit of the Belt Line Railway with the westerly limit of registered plan number 645-E, the said westerly limit being the existing limit between the city of Toronto and the village of Forest Hill; thence southerly, along the said westerly limit 353 feet $0\frac{3}{4}$ inches more or less to the southwesterly angle of the said plan; thence easterly, along the southerly limit of the said plan being also along the existing limit between the city of Toronto and the village of Forest Hill 396 feet 7 inches more or less to the aforesaid southwesterly limit of the Belt Line Railway; thence northwesterly, along the last-mentioned limit 529 feet $11\frac{3}{4}$ inches more or less to the place of beginning.

9.—(1) All sales of land within the city of Toronto made prior to the 31st day of December, 1927, which purport to have been made by the corporation of the said city or by its treasurer for arrears of taxes in respect to the lands so sold, are hereby validated and confirmed, and all coveyances of

Tax sales
and deeds,
confirmed.

land so sold executed by the mayor, treasurer and clerk of the said city purporting to convey the said lands so sold to the purchaser thereof or his assigns, or his or their heirs or assigns, or to the said corporation, shall have the effect of vesting the lands so sold in the purchaser or his assigns, or his or their heirs or assigns, or in the said corporation and its successors and assigns, as the case may be, in fee simple and clear of and free from all right, title and interest whatsoever of the owners thereof at the time of said sale, or their assigns, and all charges and encumbrances thereon and dower therein, except taxes accruing after those for non-payment of which the said lands were sold.

Pending
litigation
not affected.

(2) Nothing in this section contained shall affect or prejudice the rights of any person under pending litigation.

Commence-
ment of
Act.

10. This Act except section 9 shall come into force on the day upon which it receives the Royal Assent, and section 9 shall come into force on the 1st day of July, 1929.

SCHEDULE "A."

(Description of lands referred to in Section 1)

All and singular those certain parcels or tracts of land and premises situate lying and being in the City of Toronto, in the County of York and Province of Ontario, and being composed of Lots Numbers Three, Six, Eight, Nine, Ten and Thirteen on the east side of Givens Street; and Lots Numbers Eighty and Eighty-one on the west side of Givens Street, all according to Plan registered in the Registry Office for the City of Toronto as Number 302; also Lots Numbers Eight, Eleven, Twelve, Fifteen, Sixteen, Nine teen and Twenty on the east side of Givens Street in Block "B" as shown on registered Plan Number "D" 29; also Lots Numbers Eighteen and Twenty-one on the west side of Givens Street in Block "A" on said registered Plan "D" 29; also that portion of Lot Seventeen on the west side of Givens Street according to said registered Plan "D" 29, more particularly described as follows, that is to say: Commencing at a point in the Eastern limit of Givens Street at the northeastern angle of a parcel of land conveyed to one, Isaac Graydon, by registered Instrument 9319-B, said point being at the distance of two hundred and eleven feet and ten and one-half inches, more or less, northerly from the southeastern angle of Lot Nine as shown on said plan; thence north seventy-four degrees forty-five minutes west, more or less, along the northerly limit of said parcel of land conveyed to said Graydon twenty-six feet, more or less, to the centre line of the said lot Seventeen, that is the centre line running parallel to the northern limit of the lot; thence westerly along the said centre line of the lot parallel to the said northern limit of said lot Seventeen, one hundred and two feet and three inches, more or less, to the rear of the said lot Seventeen; thence northerly along the rear line of said lot Seventeen twenty-five feet, more or less, to the northwestern angle; thence easterly along the northern limit of said lot Seventeen one hundred and twenty-five feet, more or less, to the northeastern angle of said lot Seventeen; thence southerly along the front of the said lot Seventeen thirty-eight feet and one and one-half inches, more or less, to the place of beginning.

SCHEDULE "B."

This Agreement made the Twenty-fifth day of July, One thousand nine hundred and twenty-seven.

BETWEEN:

THE CORPORATION OF THE CITY OF TORONTO,
hereinafter called the "City,"

of the first part;

—and—

THE TORONTO TRANSPORTATION COMMISSION,
hereinafter called the "Commission,"

of the second part.

Whereas by an Act passed by the Legislature of the Province of Ontario in the Sixteenth year of the reign of His Majesty King George the Fifth Chapter 100, the City was authorized, subject as therein provided, to acquire, equip, own, control and operate vessels for transporting passengers and freight across the waters of Toronto Bay from or to any point or points on the main land of the City of Toronto or on Toronto Island, and to acquire, lease, construct, equip, maintain and operate all wharves, docks offices and other buildings or erections required for or in connection with the proper operation of such vessels, and also from time to time to pass such By-laws and enter into such agreements as might be necessary to entrust the control, maintenance, operation and management of any vessels, wharves, docks or other property acquired by the City under the provisions of said Act to any person or Corporation for such period of time and upon such conditions as might be set out in the said By-law or agreement;

And whereas under the authority of the said Act the City acquired from the Toronto Ferry Company, Limited, and one Lawrence Solman eight ferry boats as more particularly hereinafter described, together with certain wharves and buildings necessary to the operation of such ferry boats;

And whereas the City under the authority of the said Act subsequently acquired the freight boat known as the "T. J. Clark," together with a gasoline launch known as the "Grayling" and certain trucks and equipment used in connection with the handling of freight by the said freight boat;

And whereas by a certain Indenture of Lease, dated the first day of May, 1926, the City leased from The Toronto Harbor Commissioners certain wharf properties comprising wharves and ferry terminal on the main land near the foot of York Street and wharves on Toronto Island at Island Park, Manitou Road, Ward's Island and Lakeside Home;

And whereas by Report No. 4 of the Board of Control, adopted by the Council of the said City on the twenty-first day of February, 1927, it was recommended that the control, maintenance, operation and management of the properties hereinbefore mentioned should be entrusted to the Commission upon the terms and conditions hereinafter set forth;

Therefore this agreement witnesseth that the Parties hereto have agreed as follows:—

(1) The City hereby entrusts to the Commission the control, maintenance, management and operation of the following properties, namely:

(1) Eight ferry boats known respectively as the Trillium, Bluebell, Mayflower, Primrose, Jasmine, John Hanlan, Clark Brothers and the Luella, together with their equipment.

(2) The freight ferry boat known as the "T. J. Clark" and the gasoline launch known as the "Grayling," together with five hand trucks and sundry equipment used in connection with the handling of freight by the "T. J. Clark" and the "Grayling."

(3) The wharf and dock at Hanlan's Point together with the shelter, office and waiting rooms in connection therewith.

(4) The wharf at Ward's Island.

(5) The wharf and shelter at Island Park, Centre Island.

(6) The wharf at Manitou Road, Centre Island.

(7) The wharf at Lakeside Home, Toronto Island.

(8) The wharves and ferry terminal buildings on the City's side near the foot of York Street located on lands leased to the City from The Toronto Harbor Commissioners.

all of which property is hereinafter referred to as "the ferry properties."

Subject to the consent of the Toronto Harbor Commissioners in respect to these parts of the said properties leased by said Commissioners to the City.

Provided always that with respect to the wharf and dock at Hanlan's Point (including the shelter, office and waiting room in connection therewith) the City and the Commission will both endeavour to have the ownership of this property transferred to the Toronto Harbor Commissioners and leased by the Toronto Harbor Commissioners to the City upon terms to be subsequently arranged, so that it will be in the same position as the other wharf properties above set forth.

(2) The Commission will control, maintain, manage and operate the ferry properties and any additions thereto on behalf of the City, subject to the provisions of this agreement, so as to secure the most effective operation of the same consistent with good management.

(3) (a) The City will from time to time furnish to the Commission on demand such moneys as it may require to carry out its powers and duties hereunder, including such sum in excess of operating revenues as may be required to meet the full cost of maintenance and operation, which cost shall include such maintenance, renewals, depreciation and debt charges as the Commission shall think proper. Notwithstanding anything in the foregoing, any moneys requested by the Commission for new capital expenditure shall only be furnished it when approved by the Council of the City.

(b) Any moneys provided by the City as above shall, upon the certificate of the Commission, be paid out to it by the Treasurer of the City.

(4) The Commission shall, in particular, but not so as to restrict its general powers and duties, have, with reference to the said ferry properties, the following powers and duties, which it covenants with the City to perform, namely:

(a) To furnish, as far as is reasonably necessary, a passenger and freight service between the main land and the Island.

(b) To fix such tolls and fares as from time to time to the Commission shall seem reasonable and which, as far as possible, will provide sufficient revenue to make such ferry properties self-sustaining.

(c) To keep, observe and perform on behalf of the City the covenants, provisos and conditions of the lease of wharf properties made between the City and the Toronto Harbour Commissioners, dated the first day of May, 1926, and of any further lease of any wharf property to be made by the Toronto Harbor Commissioners to the City or to the Commission, and to indemnify and save harmless the City to the extent of the revenue from the ferry properties from liability, loss, cost or expense under any such covenant, proviso or condition.

(5) The Commission will keep separate books of account with reference to the matters entrusted to it by this agreement and will enter therein all items received or expended in respect of such matters.

(6) All revenues received by the Commission by virtue of the exercise of any of the powers or duties conferred by this agreement shall be kept entirely separate from any other revenue in its possession and it shall be illegal for the Commission to use or resort, whether by way of loan or otherwise, to such first named revenues for any purpose not contemplated by this agreement or to use or resort in a like manner to any other revenues in its possession in aid of the execution of any of the purposes contemplated by this agreement.

(7) In case of joint operation or user of any works or facilities by the transportation services referred to in this agreement and any other transportation facilities operated by the Commission, the Commission may, unless otherwise precluded therefrom, make a fair and equitable apportionment of any revenues or expenditures between or among the various facilities from time to time entrusted to its management.

(8) Immediately after the close of each calendar year the Commission shall submit to the Council of the City a completely audited balance sheet and certified financial statement of the affairs entrusted to it by this agreement, including a revenue and expense account and profit and loss statement, and said statement shall be accompanied by a general report of the operations of the Commission under this agreement during the year.

(9) All books, documents, transactions and accounts of the Commission shall at all times be open for inspection by the Audit Department of the City.

(10) All claims or actions for alleged negligence in the operation of the ferry properties shall be dealt with by the Commission and the Commission shall have the conduct and control of all such claims and actions made or brought against either the City or the Commission and may defend or compromise the same as it deems expedient.

(11) The Commission will, if it deems advisable after providing for maintenance, repair and operation and such maintenance renewals, depreciation and debt charges as it shall think proper, pay to the City any surplus of revenue over expenditures remaining in its hands at the end of any year in respect of the ferry properties and transportation services entrusted to its management by this agreement.

(12) If at any time the Council of the City shall by resolution determine that by reason of the construction of a bridge or bridges to connect the Island with the main land the further operation of a ferry service by or on behalf of the City by the Commission is unnecessary or inadvisable and shall notify the Commission in writing of such determination then this agreement shall terminate at the end of a period of six months after receipt by the Commission of such notice and the Commission shall perform all acts necessary to transfer to the City the ferry properties as they may then exist and all assets and property pertaining thereto; and all rights of the parties hereto shall cease and determine upon the said ferry properties, assets and property being so transferred to the City.

(13) While this agreement continues in force the Commission shall have the right subject to the provisions of any existing leases to occupy and lease any building or erection now existing and heretofore used as a place of refreshment, entertainment or amusement on the City's part, property known as Hanlan's Point, and from time to time to erect, occupy, maintain and lease other buildings for similar uses, provided that all revenue from all such buildings or erections occupied or leased by the Commission shall be added to and form part of the revenues of the ferry properties, and that the Commission will before erecting any such new building or erection obtain the approval of its location by the Commissioner of Parks of the City or the official from time to time performing the duties now performed by the Commissioner of Parks.

The said park property known as Hanlan's Point may be described as follows:—

Firstly: All and singular that certain parcel or tract of land and premises situate, lying and being in the said City of Toronto, containing by admeasurement three acres and three-hundredths of an acre be the same more or less being composed of part of Toronto Island now in the City of Toronto and which said parcel or tract of land and premises may be more particularly known and described as follows, that is to say: Commencing at a point on the waters edge of Block House Bay as shown on a plan of the herein described premises prepared by Wadsworth and Unwin, Provincial Land Surveyors, dated April 7th, 1881, attached to a lease dated May 2nd, 1881, made to Edward Hanlan, said point being where the production easterly of the northerly face of Hanlan's Old House intersects said water's edge; thence northerly and southerly along said water's edge to a point on the east shore of Hanlan's Bay, where it is intersected by the production westerly of the northerly face of Hanlan's Old House; thence easterly along the northerly limit of a road one chain in width as shown on said plan to the place of beginning, and Secondly: All and singular that certain parcel or tract of land and land covered by water lying to the west, north and east of Hanlan's Point on Toronto Island, and which may be more particularly described as follows, that is to say: Commencing at a point at the water's edge at the westerly side of Hanlan's Point where the same is intersected by a line drawn parallel with the northerly limit of lot Number Eighty-two, according to Plan D 141, registered in the Registry Office for the City of Toronto at a distance of eight hundred and twenty-seven and seven-tenths feet, measured northerly therefrom, and at right angles thereto; thence north seventy-eight degrees twenty-six minutes west magnetic two hundred and seventy-five feet; thence north two degrees forty-nine minutes east magnetic nine hundred and ninety-five feet; thence north eighty-nine degrees four minutes east magnetic four hundred and fifty feet; thence south eight degrees thirty-eight minutes east magnetic, one thousand and forty-two feet to the southerly limit of the Turner Water Lot as shown upon said Plan; thence north eighty-eight degrees forty-nine minutes west magnetic along the southerly limit of said Turner Water Lot thirty-eight feet; thence south twenty-six minutes west magnetic thirty-four feet six inches; thence south sixty-two degrees twenty-six minutes west magnetic

fifty-two feet two inches to the easterly limit of that part of Hanlan's Point heretofore leased by the City to Edward Hanlan, by lease dated May 2nd, 1881; thence northerly, westerly and southwesterly following the limits of the lands leased as aforesaid to the place of beginning. Thirdly: All and singular that certain parcel or tract of land and premises situate lying and being on Toronto Island, in the City of Toronto, in the County of York and Province of Ontario, being composed of part of an unnumbered lot lying to the north of lot Number Eighty-two according to a plan filed in the Registry Office for the Registry Division of Toronto as D 141 (said unnumbered lot being sometimes known as Lot Number Eighty-three according to said Plan D 141) which said parcel may be more particularly known and described as follows: Commencing at a point in the westerly limit of said unnumbered lot which may be located as follows: Beginning at the Stone Monument planted to mark the northwesterly angle of lot Number Eighty-two, according to said Plan D 141; thence north twelve degrees, twenty-one minutes east three hundred and fifty-two feet; thence north fifteen degrees, eleven minutes east two hundred and fifty-three feet to the point of commencement aforesaid; said point being where the said westerly limit of said unnumbered lot is intersected by the southeasterly edge of a concrete walk, running in a northeasterly direction across said lot; thence northerly and easterly along the southeasterly edge of said concrete walk on a curve to the right having a radius of about ninety-two feet, eighty-four feet and eight inches to a point in the edge of said concrete walk distant eighty-one feet and ten inches measured on a course north forty degrees five minutes east from the point of intersection aforesaid; thence north seventy-seven degrees twenty-nine minutes east still along said southeasterly edge of said concrete walk fifty-one feet and three inches; thence north sixty-seven degrees east still along said southeasterly edge of said concrete walk sixty-five feet and three inches; thence south eighty-three degrees fifty-six minutes east along said southeasterly edge of said concrete walk and its production easterly fifteen feet and one inch to the easterly limit of said unnumbered lots; thence north seventeen degrees fifty-one minutes east along last limit sixty-five feet and two and one-half inches to a point of curve; thence northerly and westerly along the northeasterly limit of said lot, on a curve to the left, having a radius of thirty-four feet and one inch fifty-seven feet and eight inches to the end of said curve; thence north seventy-nine degrees, four minutes west along the northerly limit of said lot fifty-four feet and three inches to a point of curve; thence westerly and southerly, along the northwesterly limit of said lot, on a curve to the left, having a radius of seventy feet one hundred and seven feet six inches to the end of said curve; thence south twelve degrees fifty-six minutes west along the westerly limit of said lot one hundred and sixty-five feet to the point of commencement. Containing by admeasurement .483 acres be the same more or less.

(14) In the event of legislation being required to carry into effect any of the objects of this agreement, the parties hereto agree to use their best endeavours to have this agreement ratified by legislation at the next session of the Ontario Legislature.

In witness whereof the parties hereto have caused to be affixed their Corporate Seals by the hands of their proper officers.

SIGNED, SEALED AND DELIVERED,

TORONTO TRANSPORTATION COMMISSION,

in the presence of:

(Sgd.) "P. W. ELLIS," *Chairman.*

(SEAL) (Sgd.) "H. S. CAMERON," *Secretary*

(CITY SEAL) (Sgd.) "THOMAS FOSTER," *Mayor.*

(Sgd.) "H. REBURN," *Deputy Treasurer.*

SCHEDULE "C."

This agreement made the 24th day of September, one thousand nine hundred and twenty-eight.

BETWEEN:

THE CORPORATION OF THE CITY OF TORONTO,
hereinafter called the "City,"

of the first part;

—and—

THE TORONTO TRANSPORTATION COMMISSION,
hereinafter called the "Commission,"

of the second part.

Whereas by a certain Statute passed by the Legislature of the Province of Ontario in the Sixteenth year of the reign of His Majesty King George the Fifth, Chapter 113, Section 5, the City was authorized to transfer to the Commission the control, management and operation of the Toronto Radial Railways therein described upon such terms as might be agreed upon;

And whereas under and by virtue of an agreement made between the parties hereto and dated the seventh day of January, 1927, which agreement was validated and declared effective by Statute of the Province of Ontario, 17 George V, Chapter 58, Section 9, the City transferred to the Commission the control, management and operation of the said railways as therein described and as more particularly described in the Schedule to an agreement between the City and the Hydro-Electric Power Commission of Ontario set forth in Schedule One to the said Statute;

And whereas the Commission is operating the said railways under the provisions of the said agreement and has requested that certain changes as hereinafter set forth be made in the terms and conditions under which the Commission is to continue the control, management and operation of the Mimico and Scarboro Division of the said Railways;

And whereas there are outstanding debentures issued by the City for capital expenditures on the said Divisions to the amount of \$558,000.00 in respect to the Mimico Division and to the amount of \$419,000.00 in respect to the Scarboro Division.

Now therefore this Agreement witnesseth that the parties hereto have agreed as follows:—

1. The Commission is hereby authorized to incorporate in its City System the Mimico and Scarboro Divisions of the Toronto Radial Railways (as such Divisions are described in said agreement of seventh January, 1927, and in Schedule One to the said Statute 17 George V, Chapter 58) upon a date or dates to be subsequently agreed upon.

2. From and after such date or dates.

(a) The provisions of the Statute of the Province of Ontario, 10-11 George V, Chapter 144 and amendments thereto, shall apply *mutatis mutandis* to the said Mimico and Scarboro Divisions as if such Divisions had originally been subject to the provisions of such Statute.

(b) The Commission will charge on such Divisions such tolls and fares in addition to the City fares as it may from time to time determine.

(c) The Commission will assume liability for the outstanding debt for capital expenditures in connection with the said Mimico and Scarboro Divisions and will from time to time furnish the City on demand with all moneys required to make payments of the interest or principal of such debt.

(d) The City will no longer be required to furnish the Commission with any money required for the purposes of either of the said two Divisions except as provided in the said Statute, 10-11 George V, Chapter 144.

(e) All revenues derived from such Divisions shall be placed by the Commission to the credit of its City System and it shall be no longer necessary for the Commission to keep separate books of account for such Divisions.

3. The terms of the agreement between the Commission and the City, dated the seventh day of January, 1927, are hereby varied to the extent necessary to carry out the provisions of this agreement but in all other respects shall remain in full force and effect.

4. The parties hereto agree to use their best endeavours to have this agreement ratified by the Legislature of the Province of Ontario at the next Session thereof.

In witness whereof the parties hereto have hereunto set their Corporate
Seals by the hands of their proper officers in that behalf.

SIGNED, SEALED AND DELIVERED.

in the presence of: Sgd. "SAMUEL McBRIDE," Mayor.
(City of Toronto Seal) Sgd. "GEO. H. ROSS," Treasurer.

"THE TORONTO TRANSPORTATION COMMISSION."

(Sgd. "P. W. ELLIS," Chairman.
(Sgd. "H. W. TATE," Secretary (pro tem.)

SCHEDULE "D."

Memorandum of Agreement made this 18th day of September, 1928.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SCARBOROUGH,
hereinafter called the "Township,"

—and—

THE TORONTO TRANSPORTATION COMMISSION,
hereinafter called the "Commission,"

Whereas the Commission, pursuant to an agreement with the Corporation of the City of Toronto, dated the 7th day of January, 1927, made pursuant to *The Toronto Radial Railways Act, 1920*, and ratified by *The Toronto Radial Railway Act, 1927*, has assumed the operation, control and management of the railways mentioned in the said Acts, including the railway referred to therein as the "Scarboro Division";

And whereas the said Scarboro Division is at the present time a single-track railway with the necessary switches and turnouts, located in part on the Kingston Road within the municipal limits of the Township and to the south of the travelled portion of the said road;

And whereas the Township is desirous of having the said railway on Kingstons Road between the western limit of the Township and Birchmount Road moved to the centre of the said highway and of having such railway double-tracked and the said highway paved, all as shown upon Plan R-6-251 filed in the head office of the Commission and identified by the signatures of the officers of the parties hereto, and the Commission has agreed to move and double-track such railway upon the terms and conditions hereinafter set out:

Now therefore this agreement witnesseth:—

1. Within a reasonable period after the execution of these presents the Commission will remove its said railway to its new location in the centre of the said highway as shown upon plan annexed hereto and will double-track the same.

2. The full cost of the removal of the said track and of the construction of the new track in the centre of the said highway, including reconstruction of overhead and the provision of additional foundation necessary on account of railway operation, shall be borne by the Commission.

3. The cost of paving the space between lines sixteen inches outside of the gauge side of each of the outer rails of the railway, such space being hereinafter referred to as the "track allowance," shall be borne by the Commission, but forthwith after the completion of such paving the Township shall pay to the Commission a sum equal to the cost of a pavement (and foundation for the same) on the track allowance of the same type and construction as is to be laid on the roadway outside the track allowance.

4. The Commission will from time to time maintain in repair the paving within the track allowance but the full cost of such maintenance shall be from time to time borne by the Township, such cost, however, in no case to include the cost of paving repairs rendered necessary by reason of any work done by the Commission in respect of the railway as such.

5. Whenever either the Commission or the Township desires to carry out any work of maintenance or repair or otherwise which may in any way affect, on the one hand the railway of the Commission or on the other hand the municipal works or services of the Township, it shall, except in cases of emergency, give the other party reasonable notice thereof and shall bear the full cost of repairing or replacing any part of the undertaking of such other party injured or destroyed by the carrying out of such work.

6. The Commission shall have, in respect to the double-track railway to be constructed pursuant to this agreement and in respect of its new location, the same rights, powers and privileges which it possesses at present in respect of the railway in its present location but such latter rights, powers and privileges in respect of that portion of the railway to be superseded shall cease and determine upon the construction of such new railway.

7. The Commission shall, where practicable, by sweepers or otherwise, remove snow from off the track allowance and will not be liable for the cost of any snow removal from the highway other than from its track allowance as aforesaid.

8. The Commission and the Township agree to permit each other such mutual use of poles as may be reasonable and necessary on fair and reasonable terms.

9. The Commission shall have the free use of any storm or combined sewers of the Township without cost for the drainage of surface water from its tracks, it being understood, however, that the Commission will bear the full cost of any drains connecting with such sewers and of any necessary connections.

10. The Township agrees to have furnished on that portion of the said highway covered by this agreement adequate street lighting.

11. The Township will during the term of this agreement at the request of the Commission, take all means within its power and in particular will pass and enforce such by-laws as it may from time to time legally pass, to prevent the operation of street railways, busses, jitneys or other forms of public transportation other than taxicabs, within the municipal limits from time to time where such public transportation is in any particular in competition with any transportation service from time to time operated in the Township by the Commission.

12. The parties hereto covenant and agree, each with the other, to use their best endeavours to have this agreement and any by-law passed by

the Township for the purpose of carrying the same into effect, ratified by the Legislature of the Province of Ontario at the next Session thereof.

In witness whereof the parties hereto have hereunto caused their and each of their Corporate Seals to be hereto affixed, attested by the hands of their proper officers in that behalf.

TOWNSHIP OF SCARBORO,

(SEAL) (Sgd.) "GEO. B. LITTLE," *Reeve*.

(Sgd.) "W. D. ANNIS," *Clerk*.

THE TORONTO TRANSPORTATION COMMISSION,

(SEAL) (Sgd.) "P. W. ELLIS," *Chairman*.

(Sgd.) "H. S. CAMERON," *Secretary*.

SCHEDULE "E."

Memorandum of Agreement made this 24th day of September, A.D. 1928.

BETWEEN:

HIS MAJESTY THE KING, REPRESENTED BY THE HONOURABLE
THE MINISTER OF PUBLIC WORKS AND HIGHWAYS OF THE
PROVINCE OF ONTARIO,
of the first part;

THE CORPORATION OF THE TOWN OF MIMICO,
of the second part;

THE CORPORATION OF THE TOWN OF NEW TORONTO,
of the third part;

THE CORPORATION OF THE TOWNSHIP OF ETOBICOKE,
of the fourth part;

THE PARTIES OF THE FIRST, SECOND, THIRD AND FOURTH
PARTS (hereinafter called the "Highway Authorities");

AND THE TORONTO TRANSPORTATION COMMISSION (here-
inafter called the "Commission"),
of the fifth part.

Whereas the Lake Shore Road within the municipal limits of the above-mentioned municipalities is a provincial highway within the meaning of *The Highway Improvement Act, 1926*, and as such is vested in His Majesty the King and is under the control of the Department of Public Highways;

And whereas the said Department is desirous of widening the above-described portion of the said Lake Shore Road, which portion of the said road is hereinafter referred to as the "Highway";

And whereas the Commission, pursuant to an agreement with the Corporation of the City of Toronto, dated the 7th day of January, 1927, made pursuant to *The Toronto Radial Railways Act, 1926*, and ratified by *The Toronto Radial Railway Act, 1927*, has assumed the operation, control and management of the railways mentioned in the said Acts, including the railway referred to therein as the "Mimico Division";

And whereas the said Mimico Division is at present a single-track railway with the necessary switches and turnouts located in part on the said highway to the north of the travelled portion thereof;

And whereas all the parties hereto are desirous of moving the said railway to the centre of the said highway as widened or to be widened and of having such railway double-tracked, and the Commission, with the consent and concurrence of the Corporation of the City of Toronto, has agreed to carry out such works upon the terms and conditions hereinafter set out;

Now therefore this Agreement witnesseth:—

1. Within a reasonable period after the execution of these presents the Commission at its sole cost and expense will remove its said railway to its new location in the centre of the said highway as shown upon the plan annexed hereto, will double-track the same and will pave the space between lines 16 inches outside of the gauge side of each of its outer rails, such space being hereinafter referred to as the "track allowance."

2. The Commission will from time to time maintain the pavement with the track allowance but the full cost of such maintenance shall be borne by the Highway Authority in which from time to time is vested that part of the Highway on which such pavement is laid, such cost, however, in no case to include the cost of paying repairs rendered necessary by reason of any work done by the Commission in respect of the railway as such.

3. All such construction to be done by the Commission in carrying out the obligations imposed upon it by Paragraph 1 hereof shall be in accordance with the Commission's standard practice for such construction.

4. The Commission will, at a consideration to be fixed by the party of the first part, procure the lands coloured red upon plans prepared by the Commission numbered R-6-234, R-6-235, R-6-236 and R-6-237, copies of which plans are identified by the signatures of the officers of the parties hereto and filed at the head office of the Commission, to be conveyed to or otherwise vested in the party of the first part in fee simple free, clear and discharged of all and every mortgage, charge, lien and encumbrance, but subject to any existing easements or rights-of-way over or through such lands; such lands when so conveyed or vested as aforesaid to form part of the said highway.

5. The Highway Authorities will procure the lands coloured yellow on the plans referred to in the next preceding paragraph to be conveyed to or otherwise vested in the party of the first part in fee simple free, clear and discharged of all and every mortgage, charge, lien and encumbrance, to form part of the said highway.

6. The Commission shall have the right for all time to maintain the double-track railway to be constructed pursuant to this agreement in the location shown upon the plans referred to in the next preceding paragraph; and upon such railway being constructed all rights and privileges of any party hereto with reference to the construction or operation of railways or street railways upon the highway shall, save as provided for in this agreement and in *The Ontario Railway Act*, cease and determine.

7. The Commission agrees:—

(a) That the gauge of the railway shall at all times be the same as that of its system within the City of Toronto.

(b) To construct and continuously maintain a connection between the said railway and its said system within the City of Toronto, it being understood, however, that no obligation of any nature or kind is hereby imposed upon it in respect of the construction or maintenance from time to time of a bridge or bridges over the Humber River.

(c) To operate into the City of Toronto at least as far east as Roncesvalles Avenue or Roncesvalles Avenue produced, the cars of its regular service on the highway, it being distinctly understood that for any operation within the present limits of the City an additional fare shall be paid by each passenger, but such additional fare shall entitle such passenger to all rights enjoyed from time to time by a passenger upon the City System in respect of such fare.

8. The Commission will at all times supply the necessary cars, rolling stock and equipment to provide for an adequate service on the said railway and will at all times operate the said railway in an efficient and proper manner and maintain the same in good order, condition and repair.

9. The Commission shall, where practicable, by sweepers or otherwise, remove snow from off the track allowance to the sides of the road and shall not be liable for the cost of any snow removal from the highway other than from its track allowance as aforesaid.

10. The Commission and the Highway Authorities agree to permit each other such mutual use of poles as may be reasonable and necessary on fair and reasonable terms.

11. The Commission shall have the free use of any storm or combined sewers of any of the Highway Authorities without cost for the drainage of surface water from its tracks, it being understood, however, that the Commission will bear the full cost of any drains connecting with such sewers and of any necessary connections.

12. The Highway Authorities, other than the Party of the First Part, agree to have furnished on that portion of the said Highway covered by this agreement adequate street lighting.

13. Whenever either the Commission or any of the Highway Authorities desires from time to time to carry out any work of maintenance, repair or otherwise which may in any way affect, on the one hand the municipal works or services of the said Highway Authority or on the other hand the railway of the Commission, it shall, except in cases of emergency, give the other party reasonable notice thereof and shall bear the full cost of repairing or replacing any part of the undertaking of such other party injured or destroyed by the carrying out of such work.

14. The Commission agrees that the tolls and fares to be charged by it from time to time on the said Mimico Division shall not be higher than is necessary to make such railway, together with any additions or extensions thereto, whether by rail, motor bus or otherwise, within the existing municipal limits of the parties of the Second, Third and Fourth Parts and south of the line coloured green upon the plan annexed hereto, self-sustaining, after providing for such maintenance, renewals, depreciation and debt charges as the Commission may think proper; and notwithstanding anything in any act or agreement contained the Commission may charge such tolls or fares; provided, however, that the fares, either cash or ticket, to be charged from time to time upon that portion of the said Mimico Division covered by this agreement, for any class of passengers, shall not exceed the fares being charged in the City of Toronto for the time being in respect of a similar class of passengers.

15. The Parties of the Second, Third and Fourth Parts will, during the terms of this agreement, at the request of the Commission, take all means within their respective powers and in particular will pass and enforce such by-laws as they may from time to time legally pass to prevent the operation of street railways, busses, jitneys or other forms of public transportation (other than taxicabs) within their respective municipal limits from time to time, and south of the line coloured green upon the plan annexed hereto.

16. The Party of the Fourth Part will not consent to, agree to or grant any franchise or right to any person, firm or corporation to operate a street railway, busses, jitneys or other forms of public transportation (other than taxicabs) north of the green line referred to in the next preceding paragraph hereof unless the said Party of the Fourth Part, by notice in writing, first offers the said franchise or right to the Commission and the latter during a period of sixty days from the date of such offer neglects or refuses to agree by notice in writing to construct such street railway or operate such franchise or right within a reasonable period of time.

17. Notwithstanding any Act of the Legislature of the Province of Ontario which may hereafter be passed, the parties hereto agree that all works, structures, etc., of the Commission of every nature and kind situate

in or upon the highway shall continue to be exempt from assessment or taxation for any purpose whatsoever.

18. This agreement shall not be assignable by any party hereto.

19. In consideration of the various covenants and agreements herein contained on the part of the parties of the Second, Third and Fourth Parts, the Commission agrees to pay annually during the continuance of this agreement the sum of Twenty-five hundred dollars (\$2,500.00) to each of such parties, the first of such payments to be made one year after operation is commenced by the Commission upon the new track location provided for by this agreement and subsequent payments annually thereafter upon such date.

20. The Parties hereto covenant and agree, each with the other, to use their best endeavours to have this agreement and any by-laws passed by the municipalities or any of them for the purpose of carrying the same into effect or for the widening and paving of the highway, ratified by the Legislature of the Province of Ontario at the next session thereof.

IN WITNESS WHEREOF the parties hereto have hereunto caused their and each of their corporate seals to be thereto annexed, attested by the hands of their proper officers in that behalf.

THE CORPORATION OF THE TOWN OF NEW TORONTO (SEAL) "GEO. C. WARNER," <i>Mayor.</i> "W. H. C. MILLARD," <i>Clerk.</i>	THE TOWNSHIP OF ETOBICOKE (SEAL) "J. RAY PRICE," <i>Reeve.</i> "S. BARRATT," <i>Clerk.</i>
THE CORPORATION OF THE TOWN OF MIMICO (SEAL) "W. A. EDWARDS," <i>Mayor.</i> "H. B. FOREMAN," <i>Clerk.</i>	THE TORONTO TRANSPORTATION COMMISSION (SEAL) "P. W. ELLIS," <i>Chairman.</i> "H. S. CAMERON," <i>Secretary.</i>
"G. H. FERGUSON," <i>Acting Minister of Highways.</i>	

SCHEDULE "F."

P.F. 8682

THE ONTARIO RAILWAY AND MUNICIPAL BOARD

BEFORE:

D. M. MCINTYRE, ESQ., K.S., <i>Chairman;</i>	} Wednesday, the Seventeenth day of October, 1923.
A. B. INGRAM, ESQ., <i>Vice-Chairman, and</i>	
J. A. ELLIS, ESQ., <i>Commissioner.</i>	

In the matter of the application of Upper Canada Estates, Limited, and others, for annexation to the City of Toronto of certain lands in the Township of York.

Upon the application of the above-named Applicants, upon reading the Petition of said Applicants, the Resolution of the Council of the Corporation of the City of Toronto passed on the Twenty-eighth day of May, 1923, declaring the expediency of such annexation, and Notice of such Resolution and Petition having been duly given by the said Council to the Council of the Township of York and to the Council of the County of York, respectively, and Notice of the Hearing of this Application having been duly served, advertised and posted, and upon hearing what was alleged by Counsel on behalf of the Corporation of the City of Toronto;

1. The Board orders and declares that the lands and premises in the Township and County of York included in said Petition and being described as follows:—

All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of York, in the County of York and Province of Ontario, being composed of part of Lot Number Twenty-two in the third concession from the Bay, in the Township of York; part of Block "A" and part of a block of land known as "Upper Canada College Block" according to plan No. 899; Lots Numbers Eight to Thirteen inclusive, Twenty-eight to Thirty-three inclusive and Forty-eight to Fifty inclusive, part of Avenue Road, part of Killarney Road and part of Grahame Road, all according to Plan No. 2232, and all the lands included in Plan No. 2369; all said plans or parts thereof being filed in the Registry Office for the County of York, which said parcel may be more particularly known and described as follows:—Commencing at the northwesterly angle of the lands annexed to the City of Toronto, in accordance with an Order of the Ontario Railway and Municipal Board, dated December 15th, 1908; thence northerly on the production northerly of the lands annexed as aforesaid to a point distant one hundred and twenty feet south of the southerly limit of Killarney Road; thence westerly, parallel to the southerly limit of said road to the production southerly of the westerly limit of Lot Number Eight, according to Plan No. 2232; thence northerly, along said production and along the westerly limits of Lots Eight to Thirteen, Twenty-eight to Thirty-three and Forty-eight to Fifty, and across the intervening roads according to said Plan No. 2232 to the northwesterly angle of Lot Number Fifty; thence still northerly, on the production northerly of the westerly limit of said lot Number Fifty to the southerly limit of the lands of the Toronto Belt Line Railway; thence in a northwesterly direction along said limit to the limit of the City of Toronto as defined in an order of the Ontario Railway and Municipal Board dated December 15th, 1912; thence easterly, southerly, easterly and southerly, following the limits of the City of Toronto as defined in the last-mentioned Order to the northerly limit of the City of Toronto as defined in the first-mentioned Order; thence westerly along last-mentioned limit to the place of beginning, be and the same are hereby annexed to the Corporation of the City of Toronto subject to the following terms and conditions, namely:—

(1) That the annexation shall come into force on the fourth day of January, 1924.

(2) That the said lands shall be added to and form part of Ward Number 3.

(3) That the Corporation of the Township of York shall forthwith prepare and furnish to the Corporation of the City of Toronto a special roll showing all arrears of taxes or special rates assessed against the lands above described up to the third day of January, 1924, and the persons assessed therefor.

(4) That the said arrears of taxes according to said special rolls shall be collected by the Corporation of the City of Toronto and that the right to collect same, including the right to distress for non-payment of said arrears, or if necessary, the right to sell the said lands, if any, for non-payment of such arrears shall be vested in the Corporation of the City of Toronto but the proceeds of the collection of such arrears or any part of same after deducting therefrom the proper costs and expenses in connection with the collection of same shall be repaid by the Corporation of the City of Toronto to the said Corporation of the Township of York within six months from the date of collection.

(5) That rates equal to those now levied against the properties on Killarney Road in respect to local improvements, if any, shall be levied on the lands so annexed and for the term stated in the By-laws of the Township authorizing such levy.

(6) That the Corporation of the Township of York shall indemnify and save harmless the Corporation of the City of Toronto from all loss, costs, charges and expenses arising from the collection or attempted collection of any arrears as shown on said special roll.

(Sgd.) A. B. INGRAM,
Vice-Chairman.

(Seal of The Ontario Railway
and Municipal Board.)

BILL.

An Act respecting the City of Toronto.

1st Reading

February 6th, 1929.

2nd Reading

March 13th, 1929.

3rd Reading

March 18th, 1929.

MR. NESBITT.

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to authorize the City of Oshawa to Acquire Lands for Industrial Purposes.

WHEREAS the municipal corporation of the city of Oshawa has by its petition represented that it is desirable and in the interests of the corporation that the corporation be empowered to acquire by purchase or otherwise lands for the purposes of industrial sites, to erect buildings for industrial purposes and to provide facilities for the said lands and buildings; and whereas the said corporation has by its petition prayed that an Act may be passed for such purposes; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The City of Oshawa Industrial Act, 1929.* Short title.

2. In this Act "facilities" shall mean railways, sewers, drains, watermains, gas mains, power lines, sidewalks, pavements, streets and other public utilities. Meaning of facilities.

3. The corporation shall have power to acquire any lands for industrial sites by purchase or by expropriation under and subject to the provisions of *The Municipal Act* as to expropriation of lands for municipal purposes and to improve the said lands, to erect and equip a building or buildings on the said lands and to construct and instal facilities to serve the said lands and said buildings. Power to acquire land for industrial sites.
Municipal Act, c. 233.

4. The council of the said corporation may from time to time, with the assent of the electors qualified to vote on money by-laws, pass a by-law or by-laws: Power to borrow with assent of electors.

- (a) To authorize the issue of debentures payable within thirty years from the date thereof to defray the cost of acquiring and improving lands for industrial sites.

- (b) To authorize the issue of debentures payable within twenty years from the date thereof to defray the cost of erecting and equipping a building or buildings on lands acquired for industrial sites.
- (c) To authorize the issue of debentures payable within twenty years from the date thereof to defray the cost of constructing and installing facilities to serve the lands acquired for industrial sites and buildings erected thereon for industrial purposes.

Disposal
of land
subject to
Rev. Stat.
c. 234

5. Any lands or buildings acquired or erected by the said corporation and any facilities provided in connection therewith under and by virtue of the powers vested in the said corporation by this Act may be disposed of under and in accordance with the provisions of *The Bonus Limitation Act*.

Commence-
ment of
Act.

6. This Act shall come into force on the day upon which it receives the Royal Assent.

Ontario,
19 George V, 1929.

BILL.

An Act to authorize the City of Oshawa
to Acquire Lands for Industrial
Purposes.

1st Reading

2nd Reading

3rd Reading

MR. SINCLAIR.

(*Private Bill.*)

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Township of Stamford.

WHEREAS the municipal corporation of the township of Stamford has by its petition represented that it is desirable that certain by-laws, specified in schedule "A" hereto, and the debentures issued and to be issued thereunder, should be validated and confirmed; and whereas the said corporation has by its petition prayed that an Act may be passed for the above purpose; and whereas no opposition has been offered to the said petition; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Township of Stamford Act, 1929.* Short title, Act, 1929.

2. The by-laws specified in schedule "A" hereto and all debentures issued or to be issued thereunder are confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof. By-laws and debentures confirmed.

3. The Act shall come into force on the day upon which it receives the Royal Assent. Commencement of Act.

SCHEDULE "A"

No. By-law	Date of Passing By-law	Nature of Work Under By-law	Amount Debt Created	Amount Payable by Township	Amount Payable by Rate-payers	Period of Payment	Rate of Interest
80	April 26th, 1926	A By-law to provide for borrowing \$1,518.51 upon debentures to pay for the construction of concrete sidewalks with curbs and gutters on the North side of Lundy's Lane from Winery Road to Hydro Bridge	\$1,518 51	\$670 60	\$847 91	20 years	5%
81	April 26th, 1926	A By-law to provide for borrowing \$8,247.80 upon debentures to pay for the construction of concrete sidewalks upon certain streets in the Township of Stamford	8,247 80	4,067 49	4,180 31	20 years	5%
82	April 26th, 1926	A By-law to provide for borrowing \$7,718.21 upon debentures to pay for the construction of water mains upon certain streets in the Township of Stamford	7,718 21	.....	7,718 21	20 years	5%
83	April 26th, 1926	A By-law to provide for borrowing \$834.82 upon debentures to pay for the construction of sewers on Portage Road and Livingstone Street, commencing at a point 205 feet North of Livingstone Street to Livingstone Street 477 feet to intersect with sewer on Stanley Street.	834 82	408 97	425 85	30 years	5%
84	April 26th, 1926	A By-law to provide for borrowing \$18,750.21 upon debentures to pay for the construction of sewers on certain streets in the Township of Stamford	18,750 21	6,325 61	12,424 60	30 years	5%
85	April 26th, 1926	A By-law to provide for borrowing \$2,024.87 to pay for the construction of sewer on Fraser Street from Stanley Street to Hydro Canal	2,024 87	.....	2,024 87	30 years	5%
86	April 26th, 1926	A By-law to consolidate the sums authorized to be borrowed by Local Improvement By-laws Numbers 80, 81 and 82 above set out	17,484 52	4,738 09	12,746 43	20 years	5%
87	April 26th, 1926	A By-law to consolidate the sums authorized to be borrowed by Local Improvement By-laws Numbers 83, 84 and 85 above set out	21,609 90	6,734 58	14,875 32	30 years	5%

BILL.

An Act respecting the Township
of Stamford.

1st Reading

2nd Reading

3rd Reading

MR. WILSON (Niagara Falls).

(Private Bill.)

TORONTO.

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Township of Stamford.

WHEREAS the municipal corporation of the township of Stamford has by its petition represented that it is desirable that certain by-laws, specified in schedule "A" hereto, and the debentures issued and to be issued thereunder, should be validated and confirmed; and whereas the said corporation has by its petition prayed that an Act may be passed for the above purpose; and whereas no opposition has been offered to the said petition; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Township of Stamford* short title.
Act, 1929.

2. The by-laws specified in schedule "A" hereto and all debentures issued or to be issued thereunder are confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof.

3. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "A"

No. By-law	Date of Passing By-law	Nature of Work Under By-law	Amount Debt Created	Amount Payable by Township	Amount Payable by Rate-payers	Period of Payment	Rate of Interest
80	April 26th, 1926	A By-law to provide for borrowing \$1,518.51 upon debentures to pay for the construction of concrete sidewalks with curbs and gutters on the North side of Lundy's Lane from Winery Road to Hydro Bridge.	\$1,518 51	\$670 60	\$847 91	20 years	5%
81	April 26th, 1926	A By-law to provide for borrowing \$8,247.80 upon debentures to pay for the construction of concrete sidewalks upon certain streets in the Township of Stamford.	8,247 80	4,067 49	4,180 31	20 years	5%
82	April 26th, 1926	A By-law to provide for borrowing \$7,718.21 upon debentures to pay for the construction of water mains upon certain streets in the Township of Stamford.	7,718 21	.....	7,718 21	20 years	5%
83	April 26th, 1926	A By-law to provide for borrowing \$834.82 upon debentures to pay for the construction of sewers on Portage Road and Livingstone Street, commencing at a point 205 feet North of Livingstone Street to Livingstone Street 477 feet to intersect with sewer on Stanley Street.	834 82	408 97	425 85	30 years	5%
84	April 26th, 1926	A By-law to provide for borrowing \$18,750.21 upon debentures to pay for the construction of sewers on certain streets in the Township of Stamford.	18,750 21	6,325 61	12,424 60	30 years	5%
85	April 26th, 1926	A By-law to provide for borrowing \$2,024.87 to pay for the construction of sewer on Fraser Street from Stanley Street to Hydro Canal.	2,024 87	.....	2,024 87	30 years	5%
86	April 26th, 1926	A By-law to consolidate the sums authorized to be borrowed by Local Improvement By-laws Numbers 80, 81 and 82 above set out.	17,484 52	4,738 09	12,746 43	20 years	5%
87	April 26th, 1926	A By-law to consolidate the sums authorized to be borrowed by Local Improvement By-laws Numbers 83, 84 and 85 above set out.	21,609 90	6,734 58	14,875 32	30 years	5%

Ontario.
19 George V, 1929.

BILL.

An Act respecting the Township
of Stanford.

1st Reading

February 26th, 1929.

2nd Reading

March 6th, 1929.

3rd Reading

March 15th, 1929.

Mr. WILSON (Niagara Falls).

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Cornwall.

WHEREAS the municipal corporation of the town of Cornwall has by its petition represented that a natural water course known as the Fly Creek runs through the town of Cornwall from lot number 5 south of Ninth Street to lot number 27 south of Fourth Street and thence to the River St. Lawrence, and the said creek drains a considerable area in the adjoining township of Cornwall north of Ninth Street; that attempts to improve the efficiency of the said creek were made from time to time under the provisions of *The Ditches and Watercourses Act* but these schemes were not effective, stagnant water was lying in the creek and it became unsightly and unsanitary and a menace to the health of the citizens of the town; that W. H. Magwood, Esq., civil engineer, was instructed by the council of the town of Cornwall under the provisions of subsection 2 of section 78 of *The Municipal Drainage Act* to make a report to the council and his report provided for the construction of a trunk sewer along the general line of Fly Creek between Ninth Street and the Government Sewer north of the Cornwall Canal adjoining the River St. Lawrence; that by-law number 15 of the town of Cornwall for the year 1925 was provisionally adopted on the 22nd day of May, 1925, providing for the construction of the said drainage work and to borrow \$80,095.03, the proportion to be contributed by this municipality for completing the same; that all the parties interested and assessed under the said report, including the township of Cornwall, were served with a copy of the by-law as provisionally adopted; that a court of revision was held thereon and the said by-law was finally passed on the 14th day of August, 1925; that thereupon a contract was entered into for the construction of the said work and the same has been completed; that no motion has ever been made attacking the said by-law; that debentures have not yet been issued to provide for the cost of the said work; that it is in the interests of the town of Cornwall and the ratepayers thereof that a special Act should be passed validating the said by-law and the debentures to be issued thereunder and extending the time for the issue of the said debentures; and that it is desirable that the said

Preamble

Rev. Stat.,
c. 240.Rev. Stat.,
c. 241.

by-law and the debentures to be issued thereunder shall be validated and confirmed and that the time for the issue of the said debentures shall be extended; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

Short title.

1. This Act may be cited as *The Town of Cornwall Act, 1929*.

By-law 15 confirmed.

2. By-law number 15 of the town of Cornwall for the year 1925 intituled "A by-law to provide for drainage work in the town of Cornwall, in the county of Stormont, and for borrowing on the credit of the municipality the sum of \$80,095.03, the proportion to be contributed by said municipality for completing the same," and all debentures issued or to be issued thereunder are hereby confirmed and validated and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof.

Extension of time for issue of debentures.

3. The time for the issue of the said debentures is hereby extended and the said debentures may be issued any time within six months after this Act comes into force.

Commencement of Act.

4. This Act shall come into force on the day upon which it receives the Royal Assent.

Ontario.
19 George V, 1929.

BILL.

An Act respecting the Town of Cornwall.

1st Reading

2nd Reading

3rd Reading

MR. McNAUGHTON.

(Private Bill.)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Cornwall.

WHEREAS the municipal corporation of the town of ^{Preamble.} Cornwall has by its petition represented that a natural water course known as the Fly Creek runs through the town of Cornwall from lot number 5 south of Ninth Street to lot number 27 south of Fourth Street and thence to the River St. Lawrence, and the said creek drains a considerable area in the adjoining township of Cornwall north of Ninth Street; that attempts to improve the efficiency of the said creek were made from time to time under the provisions of *The Ditches and Watercourses Act* but these schemes were not effective, stagnant water was lying in the creek and it became unsightly and unsanitary and a menace to the health of the citizens of the town; that W. H. Magwood, Esq., civil engineer, was instructed by the council of the town of Cornwall under the provisions of subsection 2 of section 78 of *The Municipal Drainage Act* to make a report to the council ^{Rev. Stat., c. 316.} and his report provided for the construction of a trunk sewer along the general line of Fly Creek between Ninth Street and the Government Sewer north of the Cornwall Canal adjoining the River St. Lawrence; that by-law number 15 of the town of Cornwall for the year 1925 was provisionally adopted on the 22nd day of May, 1925, providing for the construction of the said drainage work and to borrow \$80,095.03, the proportion to be contributed by this municipality for completing the same; that all the parties interested and assessed under the said report, including the township of Cornwall, were served with a copy of the by-law as provisionally adopted; that a court of revision was held thereon and the said by-law was finally passed on the 14th day of August, 1925; that thereupon a contract was entered into for the construction of the said work and the same has been completed; that no motion has ever been made attacking the said by-law; that debentures have not yet been issued to provide for the cost of the said work; that it is in the interests of the town of Cornwall and the ratepayers thereof that a special Act should be passed validating the said by-law and the debentures to be issued thereunder and extending the time for the issue of the said debentures; and that it is desirable that the said ^{Rev. Stat., c. 241.}

by-law and the debentures to be issued thereunder shall be validated and confirmed and that the time for the issue of the said debentures shall be extended; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

Short title.

1. This Act may be cited as *The Town of Cornwall Act, 1929*.

By-law 15 confirmed.

2. By-law number 15 of the town of Cornwall for the year 1925 intituled "A by-law to provide for drainage work in the town of Cornwall, in the county of Stormont, and for borrowing on the credit of the municipality the sum of \$80,095.03, the proportion to be contributed by said municipality for completing the same," and all debentures issued or to be issued thereunder are hereby confirmed and validated and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof.

Extension of time for issue of debentures.

3. The time for the issue of the said debentures is hereby extended and the said debentures may be issued any time within six months after this Act comes into force.

Commencement of Act.

4. This Act shall come into force on the day upon which it receives the Royal Assent.

BILL.

An Act respecting the Town of Cornwall.

1st Reading

February 26th, 1929.

2nd Reading

March 8th, 1929

3rd Reading

March 15th, 1929.

MR. McNAUGHTON.

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Township of Anderdon.

WHEREAS the corporation of the township of Anderdon Preamble has by its petition represented that by-law number 823, being a by-law to fix the assessment of the Detroit River Canadian Bridge Company, has been submitted to the electors of the corporation duly qualified to vote thereon for their assent in accordance with the terms of *The Municipal Act*; and that of the electors who voted on the said by-law number 823, 230 voted in favour thereof and 64 voted against the said by-law; and that the said by-law was subsequently passed by the affirmative vote of three-fourths of all the members of the council of the said corporation; and whereas the corporation has by its petition prayed that the said by-law should be validated and confirmed; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. This Act may be cited as *The Township of Anderdon Short title, Act, 1929.*

2. By-law number 823 of the corporation of the township By-law No. 823. of Anderdon which is set forth in schedule "A" hereto, is hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof, and upon the Detroit River Canadian Bridge Company.

3. This Act shall come into force on the day upon which Commencement of Act. it receives the Royal Assent

SCHEDULE "A"

BY-LAW NUMBER 823.

A By-law of the Council of the Corporation of the Township of Anderdon to fix the assessment of the Detroit River Canadian Bridge Company for the period of Ten (10) years.

Provisionally adopted, November 3rd, 1928. Finally passed, January 24th, 1929.

Whereas the Detroit River Canadian Bridge Company was incorporated by Special Act of the Parliament of the Dominion of Canada to construct and operate an international bridge from a point in the Township of Anderdon to Grosse Ile in the County of Wayne and State of Michigan, one of the United States of America;

And whereas the Company has requested the Council of the Township of Anderdon to pass a By-law to fix the assessment for a period of ten years of the bridge, lands and structures of the said Company which it may now own or may hereafter own, lease or occupy in connection with its business as aforesaid;

And whereas in order to promote the construction of the said bridge which it is deemed will be of benefit when constructed to the said Township and to the County of Essex at large, it is expedient to grant the request of the said Company.

Now therefore the Corporation of the Township of Anderdon by its Council enacts as follows:

1. The assessment of the International Bridge, lands, buildings, structures, sub-structures, machinery and fixtures of the said Company which it may now own or which it may hereafter own, lease or occupy in connection with its business as aforesaid, and all additions thereto shall be and the same is hereby fixed for the period of five years from the date that this By-law becomes valid and binding upon the Corporation inclusive of its business assessment at the sum of Thirty Thousand dollars (\$30,000.00), and for a further period of five years at the sum of One Hundred Thousand Dollars (\$100,000.00) provided, however, that the lands owned or to be owned do not exceed in extent the amount of Fifty (50) acres, and if the Company should own, lease or occupy lands in the Township of Anderdon exceeding such amount an additional assessment may be made not to exceed One Hundred and Fifty Dollars (\$150.00) per acre but only so much of the lands shall be included in the fixed assessment as is in actual use in connection with the business of owning and operating said International Bridge.

2. Such fixed assessment is made upon the terms and conditions following, that is to say:

(a) The Company shall commence the construction of said International bridge on or before the first day of July, 1929, and shall complete the construction of the same on or before the first day of July, 1931, subject, however, that such construction may not be interrupted by strikes, acts of violence or by unavoidable causes or from causes which the Company would be reasonably unable to foresee or provide against, when a reasonable time shall be allowed for completion beyond the time by this By-law fixed.

(b) From and after its completion the Company shall continuously carry on its operations during the term of the fixed assessment.

(c) Upon the Company failing to observe the foregoing conditions the benefits and privileges hereby granted shall cease and from the time of such failure on the Company's part it shall be liable for all taxes as if this By-law had not been passed and the taxes for the year in which such failure shall occur shall be apportioned from the date of such failure.

3. The votes of the electors qualified to vote on money By-laws shall be taken on this By-law by ballot at the following time and places, that it to say, on the seventh day of January, 1929, from the hour of nine o'clock in the forenoon until five o'clock in the afternoon of the same day, and polling subdivision No. 1 shall be at the Township Hall on the Third Concession; and polling subdivision No. 2 shall be at the schoolhouse, Public School Section Number 4 on the South sideroad; and polling subdivision No. 3 shall be at the schoolhouse, Public School Section Number Two (2) and Five (5), Concession Three; and polling subdivision No. 4 shall be at the residence of Gilbert Jendoin, Lot Eleven (11), Concession Seven (7).

4. That on the eighth day of January, 1929, at the Council Chamber in the said Township of Anderdon at the hour of ten o'clock in the forenoon the Reeve of the Township shall appoint in writing signed by himself, two persons to attend at the final summing up of the votes as aforesaid by the Clerk of the Council and one person to attend at each polling place on behalf of the persons interested in and desirous of promoting its passing and a like number on behalf of the persons interested in and desirous of opposing the passing of this By-law.

5. That on the eighth day of January, 1929, the Clerk of the Council shall at the Council Chamber in the said Township of Anderdon at the hour of ten o'clock in the forenoon sum up the number of votes for and against this By-law in the presence of persons appointed to attend thereat and in the presence of such of them or any persons entitled by law to be present.

6. That forthwith after the final passing of this By-law, a Petition will be presented by the Council on behalf of the Corporation of the Township of Anderdon for the passing of an Act to confirm this By-law and to make it legal, valid and binding upon the Municipality.

(*Seal of the Corporation*)

"F. J. ROCHELEAU," *Reeve*.

"A. C. MAILLOUX," *Clerk*.

3rd Session, 17th Legislature,
Ontario,
19 George V, 1929.

BILL.

An Act respecting the Township
of Anderton

1st Reading.

2nd Reading.

3rd Reading.

May 1929.

Private Bill.

1929-30, 1930-31

Printed by

The Printer to the Queen's Most Excellent Majesty.

BILL

An Act respecting the Township of Anderdon.

WHEREAS the corporation of the township of Anderdon has by its petition represented that by-law number 823, being a by-law to fix the assessment of the Detroit River Canadian Bridge Company, has been submitted to the electors of the corporation duly qualified to vote thereon for their assent in accordance with the terms of *The Municipal Act*; and that of the electors who voted on the said by-law number 823, 230 voted in favour thereof and 64 voted against the said by-law; and that the said by-law was subsequently passed by the affirmative vote of three-fourths of all the members of the council of the said corporation; and whereas the corporation has by its petition prayed that the said by-law should be validated and confirmed, and whereas it is expedient to grant the prayer of the said petition,

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. This Act may be cited as *The Township of Anderdon Validation Act, 1929*.

2. By-law number 823 of the corporation of the township of Anderdon which is set forth in schedule "A" hereto, is hereby ratified and confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof, and upon the Detroit River Canadian Bridge Company.

3. This Act shall come into force on the day upon which it receives the Royal Assent.

CHAMBERLAIN
CLERK OF THE
LEGISLATIVE ASSEMBLY

SCHEDULE "A"

BY-LAW NUMBER 823.

A By-law of the Council of the Corporation of the Township of Anderdon to fix the assessment of the Detroit River Canadian Bridge Company for the period of Ten (10) years.

Provisionally adopted, November 3rd, 1928. Finally passed, January 24th, 1929.

Whereas the Detroit River Canadian Bridge Company was incorporated by Special Act of the Parliament of the Dominion of Canada to construct and operate an international bridge from a point in the Township of Anderdon to Grosse Ile in the County of Wayne and State of Michigan, one of the United States of America;

And whereas the Company has requested the Council of the Township of Anderdon to pass a By-law to fix the assessment for a period of ten years of the bridge, lands and structures of the said Company which it may now own or may hereafter own, lease or occupy in connection with its business as aforesaid;

And whereas in order to promote the construction of the said bridge which it is deemed will be of benefit when constructed to the said Township and to the County of Essex at large, it is expedient to grant the request of the said Company.

Now therefore the Corporation of the Township of Anderdon by its Council enacts as follows:

1. The assessment of the International Bridge, lands, buildings, structures, sub-structures, machinery and fixtures of the said Company which it may now own or which it may hereafter own, lease or occupy in connection with its business as aforesaid, and all additions thereto shall be and the same is hereby fixed for the period of five years from the date that this By-law becomes valid and binding upon the Corporation inclusive of its business assessment at the sum of Thirty Thousand dollars (\$30,000.00), and for a further period of five years at the sum of One Hundred Thousand Dollars (\$100,000.00) provided, however, that the lands owned or to be owned do not exceed in extent the amount of Fifty (50) acres, and if the Company should own, lease or occupy lands in the Township of Anderdon exceeding such amount an additional assessment may be made not to exceed One Hundred and Fifty Dollars (\$150.00) per acre but only so much of the lands shall be included in the fixed assessment as is in actual use in connection with the business of owning and operating said International bridge.

2. Such fixed assessment is made upon the terms and conditions following, that is to say:

(a) The Company shall commence the construction of said International bridge on or before the first day of July, 1929, and shall complete the construction of the same on or before the first day of July, 1931, subject, however, that such construction may not be interrupted by strikes, acts of violence or by unavoidable causes or from causes which the Company would be reasonably unable to foresee or provide against, when a reasonable time shall be allowed for completion beyond the time by this By-law fixed.

(b) From and after its completion the Company shall continuously carry on its operations during the term of the fixed assessment.

(c) Upon the Company failing to observe the foregoing conditions the benefits and privileges hereby granted shall cease and from the time of such failure on the Company's part it shall be liable for all taxes as if this By-law had not been passed and the taxes for the year in which such failure shall occur shall be apportioned from the date of such failure.

3. The votes of the electors qualified to vote on money By-laws shall be taken on this By-law by ballot at the following time and places, that it to say, on the seventh day of January, 1929, from the hour of nine o'clock in the forenoon until five o'clock in the afternoon of the same day, and polling subdivision No. 1 shall be at the Township Hall on the Third Concession; and polling subdivision No. 2 shall be at the schoolhouse, Public School Section Number 4 on the South sideroad; and polling subdivision No. 3 shall be at the schoolhouse, Public School Section Number Two (2) and Five (5), Concession Three; and polling subdivision No. 4 shall be at the residence of Gilbert Jendoin, Lot Eleven (11), Concession Seven (7).

4. That on the eighth day of January, 1929, at the Council Chamber in the said Township of Anderdon at the hour of ten o'clock in the forenoon the Reeve of the Township shall appoint in writing signed by himself, two persons to attend at the final summing up of the votes as aforesaid by the Clerk of the Council and one person to attend at each polling place on behalf of the persons interested in and desirous of promoting its passing and a like number on behalf of the persons interested in and desirous of opposing the passing of this By-law.

5. That on the eighth day of January, 1929, the Clerk of the Council shall at the Council Chamber in the said Township of Anderdon at the hour of ten o'clock in the forenoon sum up the number of votes for and against this By-law in the presence of persons appointed to attend thereat and in the presence of such of them or any persons entitled by law to be present.

6. That forthwith after the final passing of this By-law, a Petition will be presented by the Council on behalf of the Corporation of the Township of Anderdon for the passing of an Act to confirm this By-law and to make it legal, valid and binding upon the Municipality.

"F. J. ROCHELEAU," *Reeve.*

(*Seal of the Corporation*)

"A. C. MAILLOUX," *Clerk.*

BILL.

An Act respecting the Township
of Anderdon.

1st Reading.

February 26th, 1929.

2nd Reading

March 20th, 1929.

3rd Reading

March 25th, 1929

MR. POISSON.

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to authorize the City of Windsor to appoint
a City Manager.

WHEREAS the corporation of the city of Windsor has Preamble
by its petition represented that on the 15th day of
October, 1928, a certain by-law numbered 3891 was passed
by the council of the said city for submitting to the electors
the question whether they were or were not in favour of
applying to the Legislature for authority to adopt in the
said city a system or plan enabling the council to employ
a general administrative head to be known as the "City
Manager"; and whereas the said question was duly submitted
to the electors accordingly on the 3rd day of December, 1928,
who by a majority of votes declared themselves in favour of
the said change; and whereas the council of the said city of
Windsor is desirous of carrying into effect the wishes of the
electors and has petitioned the Legislature for the passing of
an Act accordingly; and whereas it is expedient to grant the
prayer of the said petition;

Therefore His Majesty, by and with the advice and consent
of the Legislative Assembly of the Province of Ontario,
enacts as follows:

1.—(1) Any council of the said corporation in office from Power
and after the 31st day of December, 1929, is hereby authorized to appoint
and empowered by a by-law to appoint and employ a general city manager
administrative head to be known as the "City Manager" and powers.
who shall have such general control and management of the
administration of the city's government and affairs and
perform such duties as the council shall by by-law in that
behalf define, limit and determine and he shall be responsible
for the efficient administration of all its departments to the
extent that he shall be given authority and control over the
same and he shall hold office at the will and pleasure of the
council and receive such salary as the council by by-law shall
determine.

(2) Nothing in this section shall apply to "The Essex
Border Utilities Commission," but this limitation shall not Manager as
Commis-
sioner on
Essex
Border
Utilities
Commission.

prevent the said City Manager from being one of the commissioners thereon, representing the city of Windsor.

Application
of Rev. Stat.
c. 253.

2. Except as by this Act varied, altered or changed, *The Municipal Act* and all other Statutes now applicable to the said corporation, its council or officers, shall remain in full force and effect.

Short title

3. This Act may be cited as *The City of Windsor City Manager Act, 1929*.

Commence-
ment of
Act.

4. This Act shall come into force on the day upon which it receives the Royal Assent.

Ontario,
19 George V, 1929.

BILL.

An Act to authorize the City of Windsor
to appoint a City Manager.

1st Reading

2nd Reading

3rd Reading

MR. REID.

(Private Bill.)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to authorize the City of Windsor to appoint
a City Manager.

WHEREAS the corporation of the city of Windsor has ^{Preamble.} by its petition represented that on the 15th day of October, 1928, a certain by-law numbered 3891 was passed by the council of the said city for submitting to the electors the question whether they were or were not in favour of applying to the Legislature for authority to adopt in the said city a system or plan enabling the council to employ a general administrative head to be known as the "City Manager"; and whereas the said question was duly submitted to the electors accordingly on the 3rd day of December, 1928, who by a majority of votes declared themselves in favour of the said change; and whereas the council of the said city of Windsor is desirous of carrying into effect the wishes of the electors and has petitioned the Legislature for the passing of an Act accordingly; and whereas it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1.—(1) Any council of the said corporation in office from and after the 31st day of December, 1929, is hereby authorized and empowered by a by-law to appoint and employ a general administrative head to be known as the "City Manager" who shall have such general control and management of the administration of the city's government and affairs and perform such duties as the council shall by by-law in that behalf define, limit and determine and he shall be responsible for the efficient administration of all its departments to the extent that he shall be given authority and control over the same and he shall hold office at the will and pleasure of the council and receive such salary as the council by by-law shall determine. ^{Power to appoint city manager and powers.}

(2) Nothing in this section shall apply to "The Essex Border Utilities Commission," but this limitation shall not ^{Manager as Commissioner on Essex Border Utilities Commission.}

prevent the said City Manager from being one of the commissioners thereon, representing the city of Windsor.

Application
of Rev. Stat.
c. 233.

2. Except as by this Act varied, altered or changed, *The Municipal Act* and all other Statutes now applicable to the said corporation, its council or officers, shall remain in full force and effect.

Short title.

3. This Act may be cited as *The City of Windsor City Manager Act, 1929*.

Commence-
ment of
Act.

4. This Act shall come into force on the day upon which it receives the Royal Assent.

BILL.

An Act to authorize the City of Windsor
to appoint a City Manager.

1st Reading

February 26th, 1929.

2nd Reading

March 15th, 1929.

3rd Reading

March 20th, 1929.

Mr. REID.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Georgetown

WHEREAS the municipal corporation of the town of ^{Georgetown} has by petition represented that by a certain agreement made between the said corporation and Smith & Stone, Limited, of the town of Georgetown, bearing date the 19th day of January, 1929, and for the reasons therein set out, the said corporation, subject to the approval of the qualified electors of the said corporation and the confirmation of the Legislative Assembly of the Province of Ontario, did, for a period of ten years from January 1st, 1930, fix the assessment of the company at \$15,000 per annum and agree to supply 100,000 gallons of water per month to the company free of charge; and whereas the said agreement and by-law number 72-A of the corporation authorizing the execution of it were duly submitted to and approved by the qualified electors of the said corporation, 321 voting in favour of the same and 24 against, and the said by-law was passed by the unanimous vote of the council of the said corporation; and whereas the said corporation has by its petition represented that it is desirable and in the interests of the said corporation that the said agreement and by-law should be validated and confirmed; and whereas the said corporation has by its petition prayed that an Act may be passed for such purposes; and whereas it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. This Act may be cited as *The Town of Georgetown Act*, ^{Short title} 1929.

2. By-law number 72-A of the corporation of the town of ^{By-law No. 72-A and agreement with Smith & Stone Ltd confirmed.} Georgetown intituled:

"A by-law authorizing the completion of a proposed agreement dated the 19th day of January, 1929, between the municipal corporation of the town of

Georgetown and Smith & Stone, Limited, providing, on the terms and conditions therein set out (for and during a period of ten years from the 1st day of January, 1930), for the fixing of the assessment of the said company at \$15,000 per annum and the supply by the said corporation to the said company at 100,000 gallons of water per month, free of any charge to or payment by the said company”;

which said by-law is set out in schedule A hereto, and the said agreement made between the said corporation and the said company, which is set out in schedule B hereto, are confirmed and declared to be legal, valid and binding on the said corporation and the ratepayers thereof and also on the said company.

Commence-
ment of
Act.

3. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "A."

BY-LAW No. 72-A.

A by-law authorizing the execution of a proposed agreement dated the 19th day of January, 1929, between the Municipal Corporation of the Town of Georgetown and Smith & Stone, Limited, providing, on the terms and conditions therein set out (for and during a period of ten years from the 1st day of January, 1930), for the fixing of the assessment of the said Company at \$15,000 per annum and the supply by the Corporation to the Company of 100,000 gallons of water per month, free of any charge to or payment by the Company.

Whereas an agreement has been arrived at between the Municipal Corporation of the Town of Georgetown and Smith & Stone, Limited, providing (for and during a period of 10 years from the 1st day of January, 1930) for the fixing of the assessment of the said Company at \$15,000 per annum and the supply by the Corporation to the Company of 100,000 gallons of water per month, free of any charge to or payment by the Company.

Now therefore be it and it is hereby enacted by the Municipal Corporation of the Town of Georgetown as follows, that is to say:

1. That the Mayor and the Clerk of the Municipal Corporation of the Town of Georgetown be and they are hereby authorized and directed for and on behalf of the Corporation, to sign and execute the agreement dated the 19th day of January, 1929, between the said Corporation and Smith & Stone, Limited, which agreement is hereto annexed and marked "Schedule B" and is hereby incorporated with and forms part of this by-law, and the said Clerk is hereby authorized and directed to affix the corporate seal of the Corporation to the said agreement.

2. That the annual assessment of Smith & Stone, Limited, and of all its property, as well future as present, in the Town of Georgetown, upon which its factory and works are now or shall hereafter be situate (including lands, buildings, plant, machinery and other property thereon or therein), for the purposes of municipal taxation, including business and school taxes and rates, shall be and is hereby fixed at the sum of fifteen thousand dollars (\$15,000) for a period of ten (10) years from and inclusive of the first day of January, one thousand nine hundred and thirty (1930), during which period the Company and its property shall be exempt from the payment of any municipal income tax or assessment and from any special taxes or assessments for any improvement or work of that class of improvements or works, where the cost thereof is or would otherwise be charged against the lands specially benefited thereby.

3. That Smith & Stone, Limited, be supplied with water by the Corporation to the extent of one hundred thousand (100,000) gallons per month, free of any charge to or payment by the Company.

4. That the assessors and other officers of the Town of Georgetown making assessments be and they are hereby authorized and required to make their assessments and returns so as to conform with the provisions of this by-law.

5. That application shall be made by the Corporation, or at its option, by the Company, to the Legislature of the Province of Ontario, to confirm this by-law, for the purpose of carrying the provisions thereof into effect; and if such application be made by the Company, the Corporation give its consent and support thereto.

Read and passed a first and second time in Council this 22nd day of January, 1929.

.....
Clerk.

Read a third time and finally passed at a meeting of a Council held this 25th day of February, 1929.

.....
Mayor.

.....
Clerk.

SCHEDULE "B."

This agreement made this nineteenth day of January, in the year of our Lord, one thousand nine hundred and twenty-nine:

BETWEEN:

THE MUNICIPAL CORPORATION OF THE TOWN OF GEORGETOWN,
hereinafter called "the Corporation"

of the first part;

and

SMITH & STONE, LIMITED,
of the Town of Georgetown, in the County of Halton, hereinafter
called "the Company"

of the second part.

Whereas the Company did establish in the Town of Georgetown the business of manufacturing electrical fittings and did subsequently establish a pottery in the said Town and did subsequently several times enlarge its plant and works, and steadily increase and continues to increase the number of its employees, whereby it did materially contribute to the prosperity and welfare of the residents of the said Town;

And whereas the Company having now carried on business in the Town of Georgetown for about ten years, has again found it necessary to enlarge and extend its plant and works and to further increase the number of its employees, but by reason of difficulties and disadvantages prevailing in the said Town is considering the establishment of another plant elsewhere than in the Town of Georgetown to take care of its requirements, for the purpose of enjoying more economical transportation facilities, maintaining a closer and better contact with its customers and availing itself of a more certain and a more constant supply of skilled as well as unskilled labour;

And whereas the Corporation, as a result of its experiences with the Company and its knowledge of the business of the Company, is desirous that the Company shall now enlarge and extend its plant and works in the Town of Georgetown in the hope and expectation that conditions in the said Town will so improve that the Company will find it possible and expedient to continue from time to time to enlarge and extend its plant and works in the said Town; and in the interests of its residents, the Corporation, as an inducement to the Company, has offered to fix the annual assessment of the Company and of its lands, buildings, plant, machinery and other property thereon and therein and to supply water to the Company free of any charge to or payment by the Company for a period of 10 years from January 1st, 1930, on the terms and conditions hereinafter set out.

Now this agreement witnesseth that in consideration of the premises, the parties hereto covenant, promise and agree as follows, that is to say:

1. The Corporation covenants, promises and agrees to and with the Company as follows, that is to say:

(a) The Corporation will pass and enact a by-law authorizing the completion of this agreement, fixing the annual assessment of the Company and of its property as well future as present, in the Town of

Georgetown, upon which its factory and works are now or shall hereafter be situate (including lands, buildings, plant, machinery and other property thereon or therein) for the purposes of municipal taxation, including business and school taxes and rates, at the sum of fifteen thousand dollars (\$15,000) for a period of ten (10) years from and including the first day of January, one thousand nine hundred and thirty (1930) during which period the Company and its property shall be exempt from the payment of any municipal income tax or assessment and from any special taxes or assessments for any improvement or work of that class of improvements or works where the cost thereof is or would otherwise be charged against the lands specially benefited thereby and providing for the supply of water to the Company for and during the said period of ten (10) years to the extent of one hundred thousand (100,000) gallons per month free of any charge to or payment by the Company;

(b) The Corporation will submit the by-law to the qualified electors of the Town of Georgetown for their assent and, in the event of obtaining it, will cause an application to be made or consent to and support an application of the Company to the Legislature of the Province of Ontario to validate this agreement and the said by-law.

2. The Company covenants, promises and agrees with the Corporation as follows, that is to say:

(a) The Company, forthwith after this agreement and the said by-law shall have been validated, will proceed to extend and add to its buildings, plant and machinery and will within one year thereafter expend for that purpose the sum of at least thirty thousand dollars (\$30,000);

(b) The Company will operate its plant and works in the Town of Georgetown for such period of each year as the business carried on will warrant and will employ daily during such operations, except during Sundays and legal holidays and when the plant and works are unavoidably shut down or closed by reason of labour trouble, strikes, damage by fire, tempest or breakage or other causes beyond its control necessitating the cessation of operations, at least 150 employees during the year 1930, 160 employees during the year 1931, 170 employees during the year 1932, 180 employees during the year 1933, 190 employees during the year 1934 and 200 employees during the year 1935 and the following years up to and inclusive of the year 1939;

(c) The Company will pay for the preparation of this agreement and of the said by-law and the fees and expenses of and incidental to the hereinbefore mentioned application to the Legislature of the Province of Ontario.

3. The Corporation and the Company covenant, promise and agree to and with one another as follows, that is to say:

(a) It is made a condition of this agreement that the Company shall have no claim whatsoever against the Corporation for damages by reason of any deficiency in the water supply, when such deficiency is caused by any breakage in the waterworks system or by any other cause beyond the control of the Corporation and that the Corporation shall have the right to shut off the supply of water to the Company in common with that of all water users in the municipality if the Corporation should find it necessary to do so for fire protection or otherwise; but the Corporation shall forthwith after learning of any breakage or interference with the water supply diligently cause the same to be repaired and made good;

(b) This agreement shall be null and void unless the duly qualified electors of the Town of Georgetown duly assent to the said by-law and unless the Legislature of the Province of Ontario validates the said by-law and this agreement;

(c) This agreement shall be binding upon and enure to the benefit of the successors and assigns of the respective parties hereto.

In witness whereof the corporate seals of the respective parties are hereunto affixed, attested by the hands of the proper officers in that behalf.

Signed, sealed and delivered
in the presence of:

CORPORATION OF THE TOWN
OF GEORGETOWN.

.....
Mayor.

.....
Clerk.

SMITH & STONE, LIMITED.

.....
President.

BILL.

An Act respecting the Town of
Georgetown.

1st Reading

2nd Reading

3rd Reading

MR. HULMER.

(Private Bill.)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Georgetown.

WHEREAS the municipal corporation of the town of Preamble.

Georgetown has by petition represented that by a certain agreement made between the said corporation and Smith & Stone, Limited, of the town of Georgetown, bearing date the 19th day of January, 1929, and for the reasons therein set out, the said corporation, subject to the approval of the qualified electors of the said corporation and the confirmation of the Legislative Assembly of the Province of Ontario, did, for a period of ten years from January 1st, 1930, fix the assessment of the company at \$15,000 per annum and agree to supply 100,000 gallons of water per month to the company free of charge; and whereas the said agreement and by-law number 72-A of the corporation authorizing the execution of it were duly submitted to and approved by the qualified electors of the said corporation, 321 voting in favour of the same and 24 against, and the said by-law was passed by the unanimous vote of the council of the said corporation; and whereas the said corporation has by its petition further represented that it is desirable and in the interests of the said corporation that the said agreement and by-law should be validated and confirmed; and whereas the said corporation has by its petition prayed that an Act may be passed for such purposes; and whereas *subject to the provisions hereinafter contained* it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. This Act may be cited as *The Town of Georgetown Act*, Short title.
1929.

2.—(1) *Subject to the provisions of subsection 2*, by-law number 72-A of the corporation of the town of Georgetown set out *as schedule A hereto*, and the agreement made between the said corporation and the said company, set out *as schedule B hereto*, are confirmed and declared to be legal, valid and binding on the said corporation and the ratepayers thereof and also on the said company.

By-law
No. 72A and
agreement
with Smith
& Stone Ltd.,
confirmed.

By-law and
agreement
not to apply
for certain
purposes.

(2) Notwithstanding anything to the contrary contained therein the said by-law and agreement shall not affect or apply to assessment and taxation for school purposes or local improvements or to exemption from municipal income tax or to the supply of water, free of charge, to the company.

Commence-
ment of
Act.

3. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "A."

BY-LAW No. 72-A.

A by-law authorizing the execution of a proposed agreement dated the 19th day of January, 1929, between the Municipal Corporation of the Town of Georgetown and Smith & Stone, Limited, providing, on the terms and conditions therein set out (for and during a period of ten years from the 1st day of January, 1930), for the fixing of the assessment of the said Company at \$15,000 per annum and the supply by the Corporation to the Company of 100,000 gallons of water per month, free of any charge to or payment by the Company.

Whereas an agreement has been arrived at between the Municipal Corporation of the Town of Georgetown and Smith & Stone, Limited, providing (for and during a period of 10 years from the 1st day of January, 1930) for the fixing of the assessment of the said Company at \$15,000 per annum and the supply by the Corporation to the Company of 100,000 gallons of water per month, free of any charge to or payment by the Company.

Now therefore be it and it is hereby enacted by the Municipal Corporation of the Town of Georgetown as follows, that is to say:

1. That the Mayor and the Clerk of the Municipal Corporation of the Town of Georgetown be and they are hereby authorized and directed for and on behalf of the Corporation, to sign and execute the agreement dated the 19th day of January, 1929, between the said Corporation and Smith & Stone, Limited, which agreement is hereto annexed and marked "Schedule B" and is hereby incorporated with and forms part of this by-law, and the said Clerk is hereby authorized and directed to affix the corporate seal of the Corporation to the said agreement.



2. That the annual assessment of Smith & Stone, Limited, and of all its property, as well future as present, in the Town of Georgetown, upon which its factory and works are now or shall hereafter be situate (including lands, buildings, plant, machinery and other property thereon or therein), for the purposes of municipal taxation, including business and school taxes and rates, shall be and is hereby fixed at the sum of fifteen thousand dollars (\$15,000) for a period of ten (10) years from and inclusive of the first day of January, one thousand nine hundred and thirty (1930), during which period the Company and its property shall be exempt from the payment of any municipal income tax or assessment and from any special taxes or assessments for any improvement or work of that class of improvements or works, where the cost thereof is or would otherwise be charged against the lands specially benefited thereby.

3. That Smith & Stone, Limited, be supplied with water by the Corporation to the extent of one hundred thousand (100,000) gallons per month, free of any charge to or payment by the Company.

4. That the assessors and other officers of the Town of Georgetown making assessments be and they are hereby authorized and required to make their assessments and returns so as to conform with the provisions of this by-law.

5. That application shall be made by the Corporation, or at its option, by the Company, to the Legislature of the Province of Ontario, to confirm this by-law, for the purpose of carrying the provisions thereof into effect; and if such application be made by the Company, the Corporation give its consent and support thereto.

Read and passed a first and second time in Council this 22nd day of January, 1929.

 (Sgd.) "F. L. HEATH," Clerk.
(SEAL) 

Read a third time and finally passed at a meeting of a Council held this 25th day of February, 1929.

 (SEAL)

(Sgd.) LEROY DALE, *Mayor*.

(Sgd.) F. L. HEATH, *Clerk*.



SCHEDULE "B."

This agreement made this nineteenth day of January, in the year of our Lord, one thousand nine hundred and twenty-nine:

BETWEEN:

THE MUNICIPAL CORPORATION OF THE TOWN OF GEORGETOWN,
hereinafter called "the Corporation"

of the first part;

and

SMITH & STONE, LIMITED,
of the Town of Georgetown, in the County of Halton, hereinafter
called "the Company"

of the second part.

Whereas the Company did establish in the Town of Georgetown the business of manufacturing electrical fittings and did subsequently establish a pottery in the said Town and did subsequently several times enlarge its plant and works, and steadily increase and continues to increase the number of its employees, whereby it did materially contribute to the prosperity and wellfare of the residents of the said Town;

And whereas the Company having now carried on business in the Town of Georgetown for about ten years, has again found it necessary to enlarge and extend its plant and works and to further increase the number of its employees, but by reason of difficulties and disadvantages prevailing in the said Town is considering the establishment of another plant elsewhere than in the Town of Georgetown to take care of its requirements, for the purpose of enjoying more economical transportation facilities, maintaining a closer and better contact with its customers and availing itself of a more certain and a more constant supply of skilled as well as unskilled labour;

And whereas the Corporation, as a result of its experiences with the Company and its knowledge of the business of the Company, is desirous that the Company shall now enlarge and extend its plant and works in the Town of Georgetown in the hope and expectation that conditions in the said Town will so improve that the Company will find it possible and expedient to continue from time to time to enlarge and extend its plant and works in the said Town; and in the interests of its residents, the Corporation, as an inducement to the Company, has offered to fix the annual assessment of the Company and of its lands, buildings, plant, machinery and other property thereon and therein and to supply water to the Company free of any charge to or payment by the Company for a period of 10 years from January 1st, 1930, on the terms and conditions hereinafter set out.

Now this agreement witnesseth that in consideration of the premises, the parties hereto covenant, promise and agree as follows, that is to say:

1. The Corporation covenants, promises and agrees to and with the Company as follows, that is to say:

(a) The Corporation will pass and enact a by-law authorizing the completion of this agreement, fixing the annual assessment of the Company and of its property as well future as present, in the Town of

Georgetown, upon which its factory and works are now or shall hereafter be situate (including lands, buildings, plant, machinery and other property thereon or therein) for the purposes of municipal taxation, including business and school taxes and rates, at the sum of fifteen thousand dollars (\$15,000) for a period of ten (10) years from and including the first day of January, one thousand nine hundred and thirty (1930) during which period the Company and its property shall be exempt from the payment of any municipal income tax or assessment and from any special taxes or assessments for any improvement or work of that class of improvements or works where the cost thereof is or would otherwise be charged against the lands specially benefited thereby and providing for the supply of water to the Company for and during the said period of ten (10) years to the extent of one hundred thousand (100,000) gallons per month free of any charge to or payment by the Company;

(b) The Corporation will submit the by-law to the qualified electors of the Town of Georgetown for their assent and, in the event of obtaining it, will cause an application to be made or consent to and support an application of the Company to the Legislature of the Province of Ontario to validate this agreement and the said by-law.

2. The Company covenants, promises and agrees with the Corporation as follows, that is to say:

(a) The Company, forthwith after this agreement and the said by-law shall have been validated, will proceed to extend and add to its buildings, plant and machinery and will within one year thereafter expend for that purpose the sum of at least thirty thousand dollars (\$30,000);

(b) The Company will operate its plant and works in the Town of Georgetown for such period of each year as the business carried on will warrant and will employ daily during such operations, except during Sundays and legal holidays and when the plant and works are unavoidably shut down or closed by reason of labour trouble, strikes, damage by fire, tempest or breakage or other causes beyond its control necessitating the cessation of operations, at least 150 employees during the year 1930, 160 employees during the year 1931, 170 employees during the year 1932, 180 employees during the year 1933, 190 employees during the year 1934 and 200 employees during the year 1935 and the following years up to and inclusive of the year 1939;

(c) The Company will pay for the preparation of this agreement and of the said by-law and the fees and expenses of and incidental to the hereinbefore mentioned application to the Legislature of the Province of Ontario.

3. The Corporation and the Company covenant, promise and agree to and with one another as follows, that is to say:

(a) It is made a condition of this agreement that the Company shall have no claim whatsoever against the Corporation for damages by reason of any deficiency in the water supply, when such deficiency is caused by any breakage in the waterworks system or by any other cause beyond the control of the Corporation and that the Corporation shall have the right to shut off the supply of water to the Company in common with that of all water users in the municipality if the Corporation should find it necessary to do so for fire protection or otherwise; but the Corporation shall forthwith after learning of any breakage or interference with the water supply diligently cause the same to be repaired and made good;


(b) This agreement shall be null and void unless the duly qualified electors of the Town of Georgetown duly assent to the said by-law and unless the Legislature of the Province of Ontario validates the said by-law and this agreement;

(c) This agreement shall be binding upon and enure to the benefit of the successors and assigns of the respective parties hereto.

In witness whereof the corporate seals of the respective parties are hereunto affixed, attested by the hands of the proper officers in that behalf.

Signed, sealed and delivered
in the presence of:

CORPORATION OF THE TOWN
OF GEORGETOWN.

 "W. G. MARSHALL."

"LEROY DALE," *Mayor*.

(SEAL)

"F. L. HEATH," *Clerk*.

SMITH & STONE, LIMITED

"THOS. HANKIN."

"W. H. SMITH," *President*.

(SEAL)



BILL.

An Act respecting the Town of
Georgetown.

1st Reading

February 26th, 1929.

2nd Reading

3rd Reading

MR. HULMER.

(*Reprinted as amended by the Private Bills
Committee.*)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Georgetown.

WHEREAS the municipal corporation of the town of Preamble. Georgetown has by petition represented that by a certain agreement made between the said corporation and Smith & Stone, Limited, of the town of Georgetown, bearing date the 19th day of January, 1929, and for the reasons therein set out, the said corporation, subject to the approval of the qualified electors of the said corporation and the confirmation of the Legislative Assembly of the Province of Ontario, did, for a period of ten years from January 1st, 1930, fix the assessment of the company at \$15,000 per annum and agree to supply 100,000 gallons of water per month to the company free of charge; and whereas the said agreement and by-law number 72-A of the corporation authorizing the execution of it were duly submitted to and approved by the qualified electors of the said corporation, 321 voting in favour of the same and 24 against, and the said by-law was passed by the unanimous vote of the council of the said corporation; and whereas the said corporation has by its petition further represented that it is desirable and in the interests of the said corporation that the said agreement and by-law should be validated and confirmed; and whereas the said corporation has by its petition prayed that an Act may be passed for such purposes; and whereas subject to the provisions hereinafter contained it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. This Act may be cited as *The Town of Georgetown Act*, Short title. 1929.

2.—(1) Subject to the provisions of subsection 2, by-law By-law No. 72A and agreement with Smith & Stone Ltd., confirmed. number 72-A of the corporation of the town of Georgetown set out as schedule A hereto, and the agreement made between the said corporation and the said company, set out as schedule B hereto, are confirmed and declared to be legal, valid and binding on the said corporation and the ratepayers thereof and also on the said company.

By-law and
agreement
not to apply
for certain
purposes.

(2) Notwithstanding anything to the contrary contained therein the said by-law and agreement shall not affect or apply to assessment and taxation for school purposes or local improvements or to exemption from municipal income tax or to the supply of water, free of charge, to the company.

Commence-
ment of
Act.

3. This Act shall come into force on the day upon which it receives the Royal Assent.

SCHEDULE "A."

BY-LAW No. 72-A.

A by-law authorizing the execution of a proposed agreement dated the 19th day of January, 1929, between the Municipal Corporation of the Town of Georgetown and Smith & Stone, Limited, providing, on the terms and conditions therein set out (for and during a period of ten years from the 1st day of January, 1930), for the fixing of the assessment of the said Company at \$15,000 per annum and the supply by the Corporation to the Company of 100,000 gallons of water per month, free of any charge to or payment by the Company.

Whereas an agreement has been arrived at between the Municipal Corporation of the Town of Georgetown and Smith & Stone, Limited, providing (for and during a period of 10 years from the 1st day of January, 1930) for the fixing of the assessment of the said Company at \$15,000 per annum and the supply by the Corporation to the Company of 100,000 gallons of water per month, free of any charge to or payment by the Company.

Now therefore be it and it is hereby enacted by the Municipal Corporation of the Town of Georgetown as follows, that is to say:

1. That the Mayor and the Clerk of the Municipal Corporation of the Town of Georgetown be and they are hereby authorized and directed for and on behalf of the Corporation, to sign and execute the agreement dated the 19th day of January, 1929, between the said Corporation and Smith & Stone, Limited, which agreement is hereto annexed and marked "Schedule B" and is hereby incorporated with and forms part of this by-law, and the said Clerk is hereby authorized and directed to affix the corporate seal of the Corporation to the said agreement.

2. That the annual assessment of Smith & Stone, Limited, and of all its property, as well future as present, in the Town of Georgetown, upon which its factory and works are now or shall hereafter be situate (including lands, buildings, plant, machinery and other property thereon or therein), for the purposes of municipal taxation, including business and school taxes and rates, shall be and is hereby fixed at the sum of fifteen thousand dollars (\$15,000) for a period of ten (10) years from and inclusive of the first day of January, one thousand nine hundred and thirty (1930), during which period the Company and its property shall be exempt from the payment of any municipal income tax or assessment and from any special taxes or assessments for any improvement or work of that class of improvements or works, where the cost thereof is or would otherwise be charged against the lands specially benefited thereby.

3. That Smith & Stone, Limited, be supplied with water by the Corporation to the extent of one hundred thousand (100,000) gallons per month, free of any charge to or payment by the Company.

4. That the assessors and other officers of the Town of Georgetown making assessments be and they are hereby authorized and required to make their assessments and returns so as to conform with the provisions of this by-law.

5. That application shall be made by the Corporation, or at its option, by the Company, to the Legislature of the Province of Ontario, to confirm this by-law, for the purpose of carrying the provisions thereof into effect; and if such application be made by the Company, the Corporation give its consent and support thereto.

Read and passed a first and second time in Council this 22nd day of January, 1929.

(Sgd.) "F. L. HEATH," Clerk.
(SEAL)

Read a third time and finally passed at a meeting of a Council held this 25th day of February, 1929.

(SEAL)

(Sgd.) LEROY DALE, *Mayor*.

(Sgd.) F. L. HEATH, *Clerk*.

SCHEDULE "B."

This agreement made this nineteenth day of January, in the year of our Lord, one thousand nine hundred and twenty-nine:

BETWEEN:

THE MUNICIPAL CORPORATION OF THE TOWN OF GEORGETOWN,
hereinafter called "the Corporation"

and

of the first part;

SMITH & STONE, LIMITED,
of the Town of Georgetown, in the County of Halton, hereinafter
called "the Company"

of the second part.

Whereas the Company did establish in the Town of Georgetown the business of manufacturing electrical fittings and did subsequently establish a pottery in the said Town and did subsequently several times enlarge its plant and works, and steadily increase and continues to increase the number of its employees, whereby it did materially contribute to the prosperity and welfare of the residents of the said Town;

And whereas the Company having now carried on business in the Town of Georgetown for about ten years, has again found it necessary to enlarge and extend its plant and works and to further increase the number of its employees, but by reason of difficulties and disadvantages prevailing in the said Town is considering the establishment of another plant elsewhere than in the Town of Georgetown to take care of its requirements, for the purpose of enjoying more economical transportation facilities, maintaining a closer and better contact with its customers and availing itself of a more certain and a more constant supply of skilled as well as unskilled labour;

And whereas the Corporation, as a result of its experiences with the Company and its knowledge of the business of the Company, is desirous that the Company shall now enlarge and extend its plant and works in the Town of Georgetown in the hope and expectation that conditions in the said Town will so improve that the Company will find it possible and expedient to continue from time to time to enlarge and extend its plant and works in the said Town; and in the interests of its residents, the Corporation, as an inducement to the Company, has offered to fix the annual assessment of the Company and of its lands, buildings, plant, machinery and other property thereon and therein and to supply water to the Company free of any charge to or payment by the Company for a period of 10 years from January 1st, 1930, on the terms and conditions hereinafter set out.

Now this agreement witnesseth that in consideration of the premises, the parties hereto covenant, promise and agree as follows, that is to say:

1. The Corporation covenants, promises and agrees to and with the Company as follows, that is to say:

(a) The Corporation will pass and enact a by-law authorizing the completion of this agreement, fixing the annual assessment of the Company and of its property as well future as present, in the Town of

Georgetown, upon which its factory and works are now or shall hereafter be situate (including lands, buildings, plant, machinery and other property thereon or therein) for the purposes of municipal taxation, including business and school taxes and rates, at the sum of fifteen thousand dollars (\$15,000) for a period of ten (10) years from and including the first day of January, one thousand nine hundred and thirty (1930) during which period the Company and its property shall be exempt from the payment of any municipal income tax or assessment and from any special taxes or assessments for any improvement or work of that class of improvements or works where the cost thereof is or would otherwise be charged against the lands specially benefited thereby and providing for the supply of water to the Company for and during the said period of ten (10) years to the extent of one hundred thousand (100,000) gallons per month free of any charge to or payment by the Company;

(b) The Corporation will submit the by-law to the qualified electors of the Town of Georgetown for their assent and, in the event of obtaining it, will cause an application to be made or consent to and support an application of the Company to the Legislature of the Province of Ontario to validate this agreement and the said by-law.

2. The Company covenants, promises and agrees with the Corporation as follows, that is to say:

(a) The Company, forthwith after this agreement and the said by-law shall have been validated, will proceed to extend and add to its buildings, plant and machinery and will within one year thereafter expend for that purpose the sum of at least thirty thousand dollars (\$30,000);

(b) The Company will operate its plant and works in the Town of Georgetown for such period of each year as the business carried on will warrant and will employ daily during such operations, except during Sundays and legal holidays and when the plant and works are unavoidably shut down or closed by reason of labour trouble, strikes, damage by fire, tempest or breakage or other causes beyond its control necessitating the cessation of operations, at least 150 employees during the year 1930, 160 employees during the year 1931, 170 employees during the year 1932, 180 employees during the year 1933, 190 employees during the year 1934 and 200 employees during the year 1935 and the following years up to and inclusive of the year 1939;

(c) The Company will pay for the preparation of this agreement and of the said by-law and the fees and expenses of and incidental to the hereinbefore mentioned application to the Legislature of the Province of Ontario.

3. The Corporation and the Company covenant, promise and agree to and with one another as follows, that is to say:

(a) It is made a condition of this agreement that the Company shall have no claim whatsoever against the Corporation for damages by reason of any deficiency in the water supply, when such deficiency is caused by any breakage in the waterworks system or by any other cause beyond the control of the Corporation and that the Corporation shall have the right to shut off the supply of water to the Company in common with that of all water users in the municipality if the Corporation should find it necessary to do so for fire protection or otherwise; but the Corporation shall forthwith after learning of any breakage or interference with the water supply diligently cause the same to be repaired and made good;

(b) This agreement shall be null and void unless the duly qualified electors of the Town of Georgetown duly assent to the said by-law and unless the Legislature of the Province of Ontario validates the said by-law and this agreement;

(c) This agreement shall be binding upon and enure to the benefit of the successors and assigns of the respective parties hereto.

In witness whereof the corporate seals of the respective parties are hereunto affixed, attested by the hands of the proper officers in that behalf.

Signed, sealed and delivered
in the presence of:

CORPORATION OF THE TOWN
OF GEORGETOWN.

"W. G. MARSHALL."

"FEROY DALE," *Mayor.*

(SEAL)

"F. L. HEATH," *Clerk.*

SMITH & STONE, LIMITED

"THOS. HANKIN."

"W. H. SMITH," *President.*

(SEAL)

BILL.

An Act respecting the Town of
Georgetown.

1st Reading

February 26th, 1929.

2nd Reading

March 6th, 1929.

3rd Reading

March 15th, 1929.

MR. HULMER.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to provide for the Administration of the
Roman Catholic Separate Schools in Ward 6
of the Town of Eastview.

WHEREAS Roman Catholic Separate School supporters ^{Preamble,}
of Ward 6 of the town of Eastview have by their
petition represented that the Roman Catholic Separate
Schools of the said Ward 6 have been administered since 1909
by the Board of Trustees of the Roman Catholic Separate
Schools for the city of Ottawa, the taxes for the support of
the said schools being levied and collected by the municipal
council of the corporation of the town of Eastview and by
the said council paid over to the Ottawa Separate School
Board; that the said Ward 6 has little connection with the
other five wards of the town of Eastview, geographically, in
church matters or in social and business life; and whereas
the said Ottawa Separate School Board is willing to con-
tinue such administration upon the terms and conditions
hereinafter mentioned; and whereas the said petitioners by
their petition have prayed that an Act may be passed for
such purposes; and it is expedient to grant the prayer of the
said petition;

Therefore, His Majesty, by and with the advice and consent
of the Legislative Assembly of the Province of Ontario,
enacts as follows:

1. As from the 1st day of January, 1929, the Board of <sup>Administra-
tion of
Separate
Schools in
Ward 6,
Eastview.</sup>
Trustees of the Roman Catholic Separate Schools for the
town of Eastview shall cease to have and exercise any of the
powers conferred on it by *The Separate Schools Act* or any other
Act with respect to the levy, collection and administration of <sup>Rev. Stat
c. 328.</sup>
the school rates and taxes payable by the Roman Catholic
Separate School ratepayers of Ward 6 of the town of Eastview
in the county of Carleton and the management of the Roman
Catholic Separate School property, moneys, teachers, care-
takers and other matters and things connected with the
Roman Catholic Separate Schools of the said Ward 6; and
all such powers theretofore vested in the said Board and all
Roman Catholic Separate School property situate in the said

ward and all right to levy rates upon the Roman Catholic Separate School ratepayers of the said ward shall become vested in the Board of Trustees of the Roman Catholic Separate Schools of Ottawa as Trustees for the Roman Catholic Separate School ratepayers of the said ward, and the Roman Catholic Separate School ratepayers of the said ward shall not be liable for the payment of any rates and taxes whatsoever levied for the purposes of the Roman Catholic Separate Schools of the remaining wards of the town of Eastview.

Two
trustees for
Ward 6.

2. For the purposes of the Roman Catholic Separate Schools of Ward 6 of the town of Eastview only, the Roman Catholic Separate School ratepayers of the said Ward 6 shall have power to elect two trustees in the manner provided by *The Separate Schools Act*, as members of the Board of Trustees of the Roman Catholic Separate School Board of the city of Ottawa but having a voice and vote thereon only in matters relating to the Roman Catholic Separate Schools of the said ward.

Rev. Stat.,
c. 328.

Nomina-
tion.

3.—(1) At its first meeting following the coming into force of this Act, the Ottawa Separate School Board by resolution shall appoint a date and a place for the holding of a meeting of the Roman Catholic Separate School ratepayers of said Ward 6 for the nomination of candidates for the two offices of school trustees of said Ward 6 and the board shall give at least six days' notice of such meeting.

Returning
officers.

(2) The said board shall name the returning officers to preside at the said meeting for the nomination of such candidates and in the case of absence of any such officer, a chairman chosen by the meeting shall preside.

Poll.

(3) If at the said meeting only two candidates are nominated, the returning officer or chairman after the lapse of one hour shall declare such candidates duly elected and shall notify the secretary of the board; but if three or more candidates are nominated, the returning officer or chairman shall adjourn the proceedings and a poll for the election of the said trustees shall be held by ballot in said Ward 6 on the seventh day following such nomination, and the provisions of *The Separate Schools Act* shall apply *mutatis mutandis*.

Term of
office.

(4) One of the trustees in said Ward 6 chosen at the first election aforesaid to be determined by lot at the first meeting of the board after their election, which determination shall be entered upon the minutes, shall retire from office at the time appointed for the next annual school election and the other shall continue in office one year longer.

4. The Board of Trustees of the Roman Catholic Separate Schools for the city of Ottawa may annually levy, impose and collect school rates and taxes upon and from the Roman Catholic Separate School ratepayers of the said ward; and the amount of such rates and taxes not exceeding what is required for Separate School purposes in the said ward shall be such as determined by the said board irrespective of the amount levied, imposed and collected upon and from the Roman Catholic Separate School supporters of the city of Ottawa.

5. The municipal council of the corporation of the town of Eastview shall, through its collectors and other municipal officers, cause to be levied and collected in every year upon all the Roman Catholic Separate School ratepayers of the said Ward 6 all school rates and taxes imposed by the said board of Ottawa and shall pay over to the said board such rates and taxes without any deduction whatsoever at the same time and in the same manner as the rates and taxes levied and collected in the other wards of the said town are paid over to the Board of Trustees of the Roman Catholic Separate Schools for the town of Eastview.

6. The borrowing powers of the Board of Trustees of the Roman Catholic Separate Schools of the city of Ottawa shall be extended to include the power to borrow money to provide for the needs and purposes of the Roman Catholic Separate Schools in the said ward; but all such loans and the mortgages, debentures, promissory notes, or other instruments securing the same shall be a charge on the Roman Catholic Separate School property, rates and ratepayers of the said ward exclusively as provided by section 75 of *The Separate Schools Act*, and shall not be a charge on or against the Roman Catholic Separate School Board, property, rates and ratepayers of the city of Ottawa and all rates and taxes to be levied and collected for the repayment of such loans and securities shall be levied and collected from the Roman Catholic Separate School property and ratepayers of the said ward exclusively.

7. Nothing in this Act shall be construed as imposing any liability or obligation on the Board of Trustees of the Roman Catholic Separate Schools of Ottawa to furnish accommodation, equipment, teachers and other things necessary to give instruction to the children of school age of the Roman Catholic Separate School ratepayers of the said ward either in the schools and classes of the said board in the city of Ottawa or at a cost in excess of the amount of the rates and taxes levied by the municipal council of the town of Eastview on

the Roman Catholic Separate School ratepayers of the said ward and paid over by the said council to the said board.

Term of
Act.

8. This Act shall remain in force until the 31st day of December, 1938; except that any money by-law passed under the authority of this Act prior to that date shall remain in full force and effect.

Commence-
ment of Act

9. This Act shall come into force on the day upon which it receives the Royal Assent.



BILL.

An Act to provide for the Administration
of the Roman Catholic Separate
Schools in Ward 6 of the Town
of Eastview.

1st Reading

March 1st, 1929.

2nd Reading

3rd Reading

MR. BELANGER.

(*Private Bill.*)

FOR ONTARIO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to provide for the Administration of the Roman Catholic Separate Schools in Ward 6 of the Town of Eastview.

WHEREAS Roman Catholic Separate School supporters of Ward 6 of the town of Eastview have by their petition represented that the Roman Catholic Separate Schools of the said Ward 6 have been administered since 1909 by the Board of Trustees of the Roman Catholic Separate Schools for the city of Ottawa, the taxes for the support of the said schools being levied and collected by the municipal council of the corporation of the town of Eastview and by the said council paid over to the Ottawa Separate School Board; that the said Ward 6 has little connection with the other five wards of the town of Eastview, geographically, in church matters or in social and business life; and whereas the said Ottawa Separate School Board is willing to continue such administration upon the terms and conditions hereinafter mentioned; and whereas the said petitioners by their petition have prayed that an Act may be passed for such purposes; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. As from the 1st day of January, 1929, the Board of Trustees of the Roman Catholic Separate Schools for the town of Eastview (hereinafter called the Eastview Board) shall cease to have and exercise any of the powers conferred on it by *The Separate Schools Act* or any other Act with respect to the levy, collection and administration of the school rates and taxes payable by the Roman Catholic Separate School ratepayers of Ward 6 of the town of Eastview in the county of Carleton and the management of the Roman Catholic Separate School property, moneys, teachers, caretakers and other matters and things connected with the Roman Catholic Separate Schools of the said Ward 6; and all such powers theretofore vested in the said Board and all Roman Catholic

Administration of Separate Schools in Ward 6, Eastview.

Reg. Stat. 1928.

Separate School property situate in the said ward and all right to levy rates upon the Roman Catholic Separate School ratepayers of the said ward shall become vested in the Board of Trustees of the Roman Catholic Separate Schools of Ottawa (hereinafter called the Ottawa Board) as Trustees for the Roman Catholic Separate School ratepayers of the said ward, and the Roman Catholic Separate School ratepayers of the said ward shall not be liable for the payment of any rates and taxes whatsoever levied for the purposes of the Roman Catholic Separate Schools of the remaining wards of the town of Eastview.

Levy of rates.

2. The Ottawa Board may annually fix and determine the amount of the school rates and taxes to be levied and imposed upon and collected from the Roman Catholic Separate School ratepayers of the said ward; and the amount of such rates and taxes not exceeding what is required for Separate School purposes in the said ward shall be such as determined by the said board irrespective of the amount levied, imposed and collected upon and from the Roman Catholic Separate School supporters of the city of Ottawa; and the said board shall annually and in writing notify the municipal council of the corporation of the town of Eastview.

Collection of rates.

3. The municipal council of the corporation of the town of Eastview shall, through its collectors and other municipal officers, cause to be levied and collected in every year upon all the Roman Catholic Separate School ratepayers of the said Ward 6 all school rates and taxes imposed by the said board of Ottawa and shall pay over to the said board such rates and taxes without any deduction whatsoever at the same time and in the same manner as the rates and taxes levied and collected in the other wards of the said town are paid over to the Eastview Board.

Borrowing powers.

4. The borrowing powers of the Ottawa Board shall be extended to include the power to borrow money to provide for the needs and purposes of the Roman Catholic Separate Schools in the said ward; but all such loans and the mortgages, debentures, promissory notes, or other instruments securing the same shall be a charge on the Roman Catholic Separate School property, rates and ratepayers of the said ward exclusively as provided by section 75 of *The Separate Schools Act*, and shall not be a charge on or against the Roman Catholic Separate School Board, property, rates and ratepayers of the city of Ottawa, and all rates and taxes to be levied and collected for the repayment of such loans and securities shall be levied and collected from the Roman Catholic Separate School property and ratepayers of the said ward exclusively.

Rev. Stat., c. 328.

5. Nothing in this Act shall be construed as imposing any ^{Limitation of liability of board} liability or obligation on the Ottawa Board to furnish accommodation, equipment, teachers and other things necessary to give instruction to the children of school age of the Roman Catholic Separate School ratepayers of the said ward either in the schools and classes of the said board in the city of Ottawa or at a cost in excess of the amount of the rates and taxes levied by the municipal council of the town of Eastview on the Roman Catholic Separate School ratepayers of the said ward and paid over by the said council to the Ottawa Board.

6. The Ottawa Board shall not in any way be responsible ^{Non liability of Ottawa Board} for any debt, obligation or liability already or which may hereafter be incurred by the Eastview Board.

7. This Act shall remain in force until the 31st day of ^{Term of Act} December, 1938; except that any money by-law passed under the authority of this Act prior to that date shall remain in full force and effect.

8. This Act shall come into force on the day upon which ^{Commencement of Act.} it receives the Royal Assent.

BILL.

An Act to provide for the Administration
of the Roman Catholic Separate
Schools in Ward 6 of the Town
of Eastview.

1st Reading

March 1st, 1929.

2nd Reading

March 26th, 1929.

3rd Reading

March 28th, 1929.

Mr. BELANGER.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Toronto.

WHEREAS the corporation of the city of Toronto has Presented to by petition prayed for special legislation in respect to the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition:

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1.—(1) Subsection 1 of section 6 of the Act passed in 1928, c. 88, 1928 and chaptered 88 is amended by striking out the s. 6, subss. 1 description of lands therein contained and by inserting in amended lieu thereof the following description:

“All and singular that certain parcel or tract of land and premises situate, lying and being in the city of Toronto, in the county of York and Province of Ontario, being composed of parts of lots numbers 56 to 63, inclusive, according to a plan filed in the Registry Office for the said city as number D178, which said parcel may be more particularly known and described as follows—Commencing at the northeasterly angle of lot number 63; thence southerly along the easterly limit of lot number 63, a distance of 8 feet more or less to the intersection of a line drawn from the northeasterly angle of lot number 6, according to plan number 139, to a point in the westerly limit of lot number 62, according to plan number D178, distant 10 feet measured southerly thereon from the northerly limit thereof; thence westerly, along the line so drawn 120 feet more or less to the westerly limit of lot number 62; thence westerly along a line drawn from the aforesaid point in the westerly limit of lot number 62 to a point distant 15 feet measured southerly from and at right angles to the southerly limit of Bloor Street from a point distant 762 feet 5 inches measured westerly, along the said southerly limit of Bloor

Street from the aforesaid westerly limit of lot number 62, a distance of 490 feet more or less to the westerly limit of lot number 56; thence northerly along the westerly limit of the said lot 13 feet 2½ inches more or less to the southerly limit of Bloor Street; thence easterly along the said southerly limit of Bloor Street, 610 feet more or less to the point of commencement."

(2) This section shall take effect as if it had come into force on the 3rd day of April, 1928.

Power to
build bridge
over Humber
River
(\$550,000)

2.—(1) The corporation of the city of Toronto may build a bridge with approaches at either end of same, across the Humber River between a point in the city of Toronto and a point in the township of Etobicoke to carry the highway known as the Lake Shore Road across the said river in a location southerly from the existing bridge across the said river on said highway, and the council of the said corporation may from time to time either before or after the construction of the said bridge and approaches without submitting same to the electors qualified to vote on money by-laws, pass a by-law or by-laws for the issue of debentures, maturing not later than thirty years after their issue, to raise the amount or any portion thereof, required to pay for the cost of the construction of the said bridge and approaches or for any other cost or expense incidental to the construction of the said bridge and approaches to an amount in the aggregate of \$550,000.

Cesser
of mainten-
ance of
existing
bridge.

(2) Upon the said bridge being completed and opened to traffic the corporation of the city of Toronto shall no longer be required to maintain or continue as a public highway the said existing bridge across the River Humber or the portion of the Lake Shore Road lying within the limits of the city of Toronto west of the said river.

Power
to borrow
\$1,969,780
for certain
purposes
without
assent of
electors.

3. The council of the corporation of the city of Toronto may from time to time, without submitting same to the electors qualified to vote on money by-laws, pass a by-law or by-laws for the issue of debentures to raise the sum of \$1,969,780, or any portion thereof, for the following purposes, namely:

For the purchase of additional land to enlarge
the College Street Public Library site.... \$35,000

For the enlargement of the Runnymede Branch
Library..... \$ 20,000

For relief sewers and sewer outlets..... 202,780

For the reconstruction of the Gerrard Street and Carlaw Avenue subway with street diversion \$312,000

For the extension of Bathurst Street southerly from Front Street, including a bridge and any other necessary works and cost of acquisition of the necessary lands, and other cost incidental to the said extension. 1,400,000

\$1,969,780

4. The council of the corporation of the city of Toronto may make an annual grant to Mr. W. F. Ardagh, formerly a member of the court of revision for the said city.

5. The corporation of the city of Toronto may build a new automotive building in Exhibition Park, and the council of the said city may, without submitting the same to the electors qualified to vote on money by-laws, pass a by-law or by-laws for the issue of debentures to raise the sum of \$1,000,000 to pay the cost of the construction of the said building and of making improvements in the said park in connection with the construction of the said building.

6. The council of the corporation of the city of Toronto may out of current revenue for the year 1929 make a grant of \$10,000 to the Art Gallery of Toronto for the maintenance and upkeep of the Art Gallery in addition to the annual grant authorized by section 2 of the Act passed in 1927 and chaptered 134.

7. The council of the corporation of the city of Toronto may make a grant of \$15,000, and the Toronto Electric Commissioners may make a grant of \$10,000, towards the cost of erecting in the city of Toronto a memorial to the late Sir Adam Beck.

8. This Act shall come into force on the day upon which it receives the Royal Assent.

Ontario.
19 George V, 1929.

BILL.

An Act respecting the City of Toronto.

1st Reading

2nd Reading

3rd Reading

MR. NESBITT.

TORONTO :
Printed by
The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Toronto.

WHEREAS the corporation of the city of Toronto has ^{Preamble.} by petition prayed for special legislation in respect to the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition:

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1.—(1) Subsection 1 of section 6 of the Act passed in 1928, c. 88, 1928 and chapter 88 is amended by striking out the ^{s. 6, subs. 1} description of lands therein contained and by inserting in ^{amended.} lieu thereof the following description:

“All and singular that certain parcel or tract of land and premises situate, lying and being in the city of Toronto, in the county of York and Province of Ontario, being composed of parts of lots numbers 56 to 63, inclusive, according to a plan filed in the Registry Office for the said city as number D178, which said parcel may be more particularly known and described as follows—Commencing at the northeasterly angle of lot number 63; thence southerly along the easterly limit of lot number 63, a distance of 8 feet more or less to the intersection of a line drawn from the northeasterly angle of lot number 6, according to plan number 139, to a point in the westerly limit of lot number 62, according to plan number D178, distant 10 feet measured southerly thereon from the northerly limit thereof; thence westerly, along the line so drawn 120 feet more or less to the westerly limit of lot number 62; thence westerly along a line drawn from the aforesaid point in the westerly limit of lot number 62 to a point distant 15 feet measured southerly from and at right angles to the southerly limit of Bloor Street from a point distant 762 feet 5 inches measured westerly, along the said southerly limit of Bloor

Street from the aforesaid westerly limit of lot number 62, a distance of 490 feet more or less to the westerly limit of lot number 56; thence northerly along the westerly limit of the said lot 13 feet $2\frac{1}{2}$ inches more or less to the southerly limit of Bloor Street; thence easterly along the said southerly limit of Bloor Street, 610 feet more or less to the point of commencement."

(2) This section shall take effect as if it had come into force on the 3rd day of April, 1928.

Power to
build bridge
over Humber
River
(\\$550,000).

2.—(1) The corporation of the city of Toronto may build a bridge with approaches at either end of same, across the Humber River between a point in the city of Toronto and a point in the township of Etobicoke to carry the highway known as the Lake Shore Road across the said river in a location southerly from the existing bridge across the said river on said highway, and the council of the said corporation may from time to time either before or after the construction of the said bridge and approaches without submitting same to the electors qualified to vote on money by-laws, pass a by-law or by-laws for the issue of debentures, maturing not later than thirty years after their issue, to raise *an amount not exceeding in the aggregate \$550,000*, or any portion thereof, to pay for the cost of the construction of the said bridge and approaches or for any other cost or expense incidental to the construction of the said bridge and approaches.

Cesser
of mainten-
ance of
existing
bridge.

(2) Upon the said bridge being completed and opened to traffic the corporation of the city of Toronto shall no longer be required to maintain or continue as a public highway the said existing bridge across the River Humber or the portion of the Lake Shore Road lying within the limits of the city of Toronto west of the said river.

Power
to borrow
\$1,969,780
for certain
purposes
without
assent of
electors.

3. The council of the corporation of the city of Toronto may from time to time, without submitting same to the electors qualified to vote on money by-laws, pass a by-law or by-laws for the issue of debentures to raise the sum of \$1,969,780, or any portion thereof, for the following purposes, namely:

For the purchase of additional land to enlarge the College Street Public Library site. . . .	\$35,000
For the enlargement of the Runnymede Branch Library.	20,000
For relief sewers and sewer outlets.	202,780

For the reconstruction of the Gerrard Street
and Carlaw Avenue subway with street
diversion \$312,000

For the extension of Bathurst Street southerly
from Front Street, including a bridge and
any other necessary works and cost of
acquisition of the necessary lands, and
other cost incidental to the said extension. 1,400,000

\$1,969,780

4. The council of the corporation of the city of Toronto ^{Grant} may make an annual grant *not exceeding \$1,000* to Mr. W. F. ^{to W. F. Ardagh} Ardagh, formerly a member of the court of revision for the said city.

5. The corporation of the city of Toronto may build a new ^{Erection of} automotive building in Exhibition Park, and the council of ^{automotive} the said city may, without submitting the same to the electors ^{building in} qualified to vote on money by-laws, pass a by-law or by-laws ^{Exhibition} for the issue of debentures to raise *a sum not exceeding* ^{Park.} \$1,000,000, to pay the cost of the construction of the said building and of making improvements in the said park in connection with the construction of the said building.

6. The council of the corporation of the city of Toronto ^{Grant of} may out of current revenue for the year 1929 make a grant of ^{additional} \$10,000 to the Art Gallery of Toronto for the maintenance ^{\$10,000} and upkeep of the Art Gallery in addition to the annual ^{to Art} grant authorized by section 2 of the Act passed in 1927 and ^{Gallery.} chaptered 134.

7. The council of the corporation of the city of Toronto ^{Grants to} may make a grant of \$15,000, and the Toronto Electric ^{erection of} Commissioners may make a grant of \$10,000, towards the ^{Memorial to} cost of erecting in the city of Toronto a memorial to the late ^{Sir Adam} Sir Adam Beck. ^{Beck.}

8. This Act shall come into force on the day upon which ^{Commence-} it receives the Royal Assent. ^{ment of} ^{Act.}

BILL.

An Act respecting the City of Toronto.

1st Reading

February 26th, 1929.

2nd Reading

March 13th, 1929.

3rd Reading

MR. NESBITT.

(*Reprinted as amended by the Private Bills
Committee.*)

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the City of Toronto.

WHEREAS the corporation of the city of Toronto has Preamble.
by petition prayed for special legislation in respect to
the matters hereinafter set forth; and whereas it is expedient
to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and
consent of the Legislative Assembly of the Province of
Ontario, enacts as follows:—

1.—(1) Subsection 1 of section 6 of the Act passed in 1928, c. 88,
1928 and chaptered 88 is amended by striking out the s. 6, subs. 1
description of lands therein contained and by inserting in amended.
lieu thereof the following description:

“All and singular that certain parcel or tract of land
and premises situate, lying and being in the city
of Toronto, in the county of York and Province of
Ontario, being composed of parts of lots numbers 56
to 63, inclusive, according to a plan filed in the
Registry Office for the said city as number D178,
which said parcel may be more particularly known
and described as follows—Commencing at the
northeasterly angle of lot number 63; thence
southerly along the easterly limit of lot number 63,
a distance of 8 feet more or less to the intersection
of a line drawn from the northeasterly angle of lot
number 6, according to plan number 139, to a
point in the westerly limit of lot number 62, accord-
ing to plan number D178, distant 10 feet measured
southerly thereon from the northerly limit thereof;
thence westerly, along the line so drawn 120 feet
more or less to the westerly limit of lot number 62;
thence westerly along a line drawn from the afore-
said point in the westerly limit of lot number 62 to
a point distant 15 feet measured southerly from and
at right angles to the southerly limit of Bloor Street
from a point distant 762 feet 5 inches measured
westerly, along the said southerly limit of Bloor

Street from the aforesaid westerly limit of lot number 62, a distance of 490 feet more or less to the westerly limit of lot number 56; thence northerly along the westerly limit of the said lot 13 feet 2½ inches more or less to the southerly limit of Bloor Street; thence easterly along the said southerly limit of Bloor Street, 610 feet more or less to the point of commencement."

(2) This section shall take effect as if it had come into force on the 3rd day of April, 1928.

Power to
build bridge
over Humber
River
(\$550,000).

2.—(1) The corporation of the city of Toronto may build a bridge with approaches at either end of same, across the Humber River between a point in the city of Toronto and a point in the township of Etobicoke to carry the highway known as the Lake Shore Road across the said river in a location southerly from the existing bridge across the said river on said highway, and the council of the said corporation may from time to time either before or after the construction of the said bridge and approaches without submitting same to the electors qualified to vote on money by-laws, pass a by-law or by-laws for the issue of debentures, maturing not later than thirty years after their issue, to raise an amount not exceeding in the aggregate \$550,000, or any portion thereof, to pay for the cost of the construction of the said bridge and approaches or for any other cost or expense incidental to the construction of the said bridge and approaches.

Cesser
of mainten-
ance of
existing
bridge.

(2) Upon the said bridge being completed and opened to traffic the corporation of the city of Toronto shall no longer be required to maintain or continue as a public highway the said existing bridge across the River Humber or the portion of the Lake Shore Road lying within the limits of the city of Toronto west of the said river.

Power
to borrow
\$1,969,780
for certain
purposes
without
assent of
electors.

3. The council of the corporation of the city of Toronto may from time to time, without submitting same to the electors qualified to vote on money by-laws, pass a by-law or by-laws for the issue of debentures to raise the sum of \$1,969,780, or any portion thereof, for the following purposes, namely:

For the purchase of additional land to enlarge the College Street Public Library site....	\$35,000
For the enlargement of the Runnymede Branch Library.....	20,000
For relief sewers and sewer outlets.....	202,780

For the reconstruction of the Gerrard Street
and Carlaw Avenue subway with street
diversion..... \$312,000

For the extension of Bathurst Street southerly
from Front Street, including a bridge and
any other necessary works and cost of
acquisition of the necessary lands, and
other cost incidental to the said extension. 1,400,000

\$1,969,780

4. The council of the corporation of the city of Toronto ^{Grant}
may make an annual grant not exceeding \$1,000 to Mr. W. F. ^{to W. F.}
Ardagh, formerly a member of the court of revision for the
said city.

5. The corporation of the city of Toronto may build a new ^{Erection of}
automotive building in Exhibition Park, and the council of ^{automotive}
the said city may, without submitting the same to the electors ^{building in}
qualified to vote on money by-laws, pass a by-law or by-laws ^{Exhibition}
for the issue of debentures to raise a sum not exceeding ^{Park}
\$1,000,000, to pay the cost of the construction of the said
building and of making improvements in the said park in
connection with the construction of the said building.

6. The council of the corporation of the city of Toronto ^{Grant of}
may out of current revenue for the year 1929 make a grant of ^{additional}
\$10,000 to the Art Gallery of Toronto for the maintenance ^{\$10,000}
and upkeep of the Art Gallery in addition to the annual ^{to Art}
grant authorized by section 2 of the Act passed in 1927 and ^{Gallery,}
chaptered 134.

7. The council of the corporation of the city of Toronto ^{Grants to}
may make a grant of \$15,000, and the Toronto Electric ^{erection of}
Commissioners may make a grant of \$10,000, towards the ^{Memorial to}
cost of erecting in the city of Toronto a memorial to the late ^{Sir Adam}
Sir Adam Beck. ^{Beck}

8. This Act shall come into force on the day upon which ^{Commence-}
it receives the Royal Assent. ^{ment of}
^{Act.}

BILL.

An Act respecting the City of Toronto.

1st Reading

February 26th, 1929.

2nd Reading

March 13th, 1929.

3rd Reading

March 18th, 1929.

MR. NESBITT.

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Capreol.

WHEREAS the municipal corporation of the town of Capreol has by its petition represented that it is desirable that the by-law set out in schedule "A" hereto, and the debentures issued and to be issued thereunder, should be validated and confirmed; and whereas the said corporation has by its petition prayed that an Act may be passed for the above purpose; and whereas no opposition has been offered to the said petition; and whereas it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Town of Capreol Act, 1929*; Short title

2. By-law number 159 of the town of Capreol set out in schedule "A" hereto and all debentures issued or to be issued thereunder are confirmed and declared to be legal, valid and binding upon the said corporation and the ratepayers thereof. By-law No. 159 confirmed.

3. This Act shall come into force on the day upon which it receives the Royal Assent. Commencement of Act

SCHEDULE "A"

BY-LAW No. 159

A By-law to provide for borrowing \$18,000.00 upon debentures for the purpose of paying for the construction and equipment of a municipal building to be used as a fire hall and for other municipal purposes in the Town of Capreol;

Whereas the fire hall in the Town of Capreol was recently burned down;

And whereas it is deemed necessary to construct and equip a new municipal building to be used as a fire hall and for other municipal purposes at a cost of \$25,000.00;

And whereas for the purpose aforesaid it will be necessary to issue debentures of the Town of Capreol for the sum of \$18,000.00 (being the \$25,000.00 aforesaid less \$7,000.00 realized from the insurance on the old fire hall) bearing interest at the rate of $5\frac{1}{2}$ per cent. per annum as hereinafter provided, which is the amount of the debt intended to be created by this by-law;

And whereas it is expedient that the said sum of \$18,000.00 be repaid by annual instalments during a period of twenty years from the date on which this By-law takes effect, such instalments being of such amounts that the aggregate amount payable for principal and interest in any year during said period shall be equal as nearly as may be to what is payable for principal and interest during each of the other years of such period;

And whereas the annual sum to be raised in each year during said period of twenty years, in order to discharge in manner aforesaid the several payments of principal and interest accruing due on said debt as said instalments become respectively payable, is the sum of \$1,506.23;

And whereas the amount of the whole rateable property of the Municipality, according to the last revised assessment roll, is the sum of \$917,123.00;

And whereas the existing debenture debt of the Municipality is the sum of \$122,556.12, of which no part of the principal or interest is in arrear;

Therefore the Municipal Council of the Corporation of the Town of Capreol, enacts as follows:—

1. The sum of \$18,000.00 shall be expended by the Town of Capreol for the purpose of paying for the construction of the aforesaid municipal building and equipment, and it shall be lawful for the Mayor of the Town of Capreol to borrow from any person or persons, body or bodies corporate, the said sum of \$18,000.00 for the purpose aforesaid, and debentures shall be issued therefor in sums of not less than \$50.00 each, bearing interest at the rate of $5\frac{1}{2}$ per cent. per annum and having coupons attached thereto for payment of interest.

2. The debentures shall all bear the same date and shall be issued within two years from the day on which this By-law is passed, and may bear any date within such two years and shall be payable in twenty annual instalments during the twenty years next after the time when the same are issued, and the respective amounts of principal and interest in each of such years shall be as follows:—

	Interest	Principal	Total
1	\$990 00	\$516 23	\$1,506 23
2	961 61	544 62	1,506 23
3	931 66	574 57	1,506 23
4	900 05	606 18	1,506 23
5	866 70	639 53	1,506 23
6	831 51	674 69	1,506 23
7	794 43	711 80	1,506 23
8	755 28	750 95	1,506 23
9	713 98	792 25	1,506 23
10	670 41	835 82	1,506 23
11	624 41	881 79	1,506 23
12	575 94	930 29	1,506 23
13	524 77	981 46	1,506 23
14	470 79	1,035 44	1,506 23
15	413 84	1,092 39	1,506 23
16	353 76	1,152 47	1,506 23
17	290 38	1,215 85	1,506 23
18	223 51	1,282 72	1,506 23
19	152 96	1,353 27	1,506 23
20	78 53	1,427 70	1,506 23

3. The Mayor shall sign and issue the debentures and interest coupons, and the same shall also be signed by the Treasurer of the Corporation, and the debentures shall be sealed with the seal of the Corporation and shall be payable at the Canadian Bank of Commerce in the Town of Capreol, or in the City of Toronto.

4. For the purpose of paying said debentures as they respectively become due, and interest thereon during the currency thereof, the sum of \$1,506.23 shall be annually raised and levied in the same manner and at the same time as other taxes are levied, by a special rate over and above all other rates upon all rateable property in the Town of Capreol, for a period of twenty years.

5. This By-law shall take effect on the day of the passing thereof.

Done and passed in open Council this 8th day of February, A.D. 1929.

(Sgd.) A. BRUNDAGE, *Clerk*. (Sgd.) P. H. KILGOUR, *Mayor (Acting)*.

Ontario,
19 George V, 1929.

BILL.

An Act respecting the Town of Capreol.

1st Reading

2nd Reading

3rd Reading

MR. ROBE.

(*Private Bill.*)

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Capreol.

WHEREAS the municipal corporation of the town of ^{Preamble} Capreol has by its petition represented that it is desirable that the by-law set out in schedule "A" hereto, and the debentures issued and to be issued thereunder, should be validated and confirmed; and whereas the said corporation has by its petition prayed that an Act may be passed for the above purpose; and whereas no opposition has been offered to the said petition; and whereas it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Town of Capreol Act, 1929*. Short title.

2. By-law number 159 of the town of Capreol set out in ^{By-law} schedule "A" hereto and all debentures issued or to be issued ^{No. 159,} thereunder are confirmed and declared to be legal, valid and ^{confirmed,} binding upon the said corporation and the ratepayers thereof.

3. This Act shall come into force on the day upon which ^{Commence-} it receives the Royal Assent. ^{ment of}
^{Act,}

SCHEDULE "A"

BY-LAW No. 159

A By-law to provide for borrowing \$18,000.00 upon debentures for the purpose of paying for the construction and equipment of a municipal building to be used as a fire hall and for other municipal purposes in the Town of Capreol;

Whereas the fire hall in the Town of Capreol was recently burned down;

And whereas it is deemed necessary to construct and equip a new municipal building to be used as a fire hall and for other municipal purposes at a cost of \$25,000.00;

And whereas for the purpose aforesaid it will be necessary to issue debentures of the Town of Capreol for the sum of \$18,000.00 (being the \$25,000.00 aforesaid less \$7,000.00 realized from the insurance on the old fire hall) bearing interest at the rate of $5\frac{1}{2}$ per cent. per annum as hereinafter provided, which is the amount of the debt intended to be created by this by-law;

And whereas it is expedient that the said sum of \$18,000.00 be repaid by annual instalments during a period of twenty years from the date on which this By-law takes effect, such instalments being of such amounts that the aggregate amount payable for principal and interest in any year during said period shall be equal as nearly as may be to what is payable for principal and interest during each of the other years of such period;

And whereas the annual sum to be raised in each year during said period of twenty years, in order to discharge in manner aforesaid the several payments of principal and interest accruing due on said debt as said instalments become respectively payable, is the sum of \$1,506.23;

And whereas the amount of the whole rateable property of the Municipality, according to the last revised assessment roll, is the sum of \$917,123.00;

And whereas the existing debenture debt of the Municipality is the sum of \$122,556.12, of which no part of the principal or interest is in arrear;

Therefore the Municipal Council of the Corporation of the Town of Capreol, enacts as follows:—

1. The sum of \$18,000.00 shall be expended by the Town of Capreol for the purpose of paying for the construction of the aforesaid municipal building and equipment, and it shall be lawful for the Mayor of the Town of Capreol to borrow from any person or persons, body or bodies corporate, the said sum of \$18,000.00 for the purpose aforesaid, and debentures shall be issued therefor in sums of not less than \$50.00 each, bearing interest at the rate of $5\frac{1}{2}$ per cent. per annum and having coupons attached thereto for payment of interest.

2. The debentures shall all bear the same date and shall be issued within two years from the day on which this By-law is passed, and may bear any date within such two years and shall be payable in twenty annual instalments during the twenty years next after the time when the same are issued, and the respective amounts of principal and interest in each of such years shall be as follows:—

	Interest	Principal	Total
1	\$990 00	\$516 23	\$1,506 23
2	961 61	544 62	1,506 23
3	931 66	574 57	1,506 23
4	900 05	606 18	1,506 23
5	866 70	639 53	1,506 23
6	831 54	674 69	1,506 23
7	794 43	711 80	1,506 23
8	755 28	750 95	1,506 23
9	713 98	792 25	1,506 23
10	670 41	835 82	1,506 23
11	624 44	881 79	1,506 23
12	575 94	930 29	1,506 23
13	524 77	981 46	1,506 23
14	470 79	1,035 44	1,506 23
15	413 84	1,092 39	1,506 23
16	353 76	1,152 47	1,506 23
17	290 38	1,215 85	1,506 23
18	223 51	1,282 72	1,506 23
19	152 96	1,353 27	1,506 23
20	78 53	1,427 70	1,506 23

3. The Mayor shall sign and issue the debentures and interest coupons, and the same shall also be signed by the Treasurer of the Corporation, and the debentures shall be sealed with the seal of the Corporation and shall be payable at the Canadian Bank of Commerce in the Town of Capreol, or in the City of Toronto.

4. For the purpose of paying said debentures as they respectively become due, and interest thereon during the currency thereof, the sum of \$1,506.23 shall be annually raised and levied in the same manner and at the same time as other taxes are levied, by a special rate over and above all other rates upon all rateable property in the Town of Capreol, for a period of twenty years.

5. This By-law shall take effect on the day of the passing thereof.

Done and passed in open Council this 8th day of February, A.D. 1929.

(Sgd.) A. BRUNDAGE, *Clerk*. (Sgd.) P. H. KILGOUR, *Mayor (Acting)*.

BILL.

An Act respecting the Town of Capreol.

1st Reading

February 26th, 1929.

2nd Reading

March 6th, 1929.

3rd Reading

March 15th, 1929.

Mr. ROBB.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Kenora.

WHEREAS the municipal corporation of the town of ^{Preamble} Kenora, and the trustees of the Kenora General Hospital have by petition represented that the hospital accommodation of the town of Kenora, which is the largest centre between the city of Winnipeg and the city of Fort William, has proved insufficient to afford the necessary facilities for medical and surgical attendance to the sick and afflicted of the town of Kenora, and the vast territory tributary thereto, and that it has been found necessary and expedient to enlarge the said hospital accommodation; that a plebiscite was submitted to the electors of the said town entitled to vote on money by-laws on Saturday the 26th day of May, 1928, as to whether the town should guarantee a bond issue of the said hospital to the amount of \$30,000, and that on the said plebiscite 292 votes were cast in favour thereof, and 125 against; and whereas the said corporation and the said trustees have by petition prayed for special legislation in respect of the above; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. The council of the said corporation is hereby empowered, ^{Power to guarantee hospital bonds} without obtaining any further assent thereto of the rate-payers of the said corporation, to guarantee the principal and interest on any bonds or debentures of the Kenora General Hospital which may hereafter be issued up to the extent of \$30,000, and such guarantee may be endorsed on the face of such bonds under the corporate seal and the hands of the mayor and clerk of the town.

BILL.

An Act respecting the Town of Kenora.

1st Reading

2nd Reading

3rd Reading

MR. FARNVEY.

(Private Bill.)

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL



An Act respecting the Town of Kenora.


WHEREAS the municipal corporation of the town of ^{Preamble} Kenora, and the trustees of the Kenora General Hospital have by petition represented that the hospital accommodation of the town of Kenora, which is the largest centre between the city of Winnipeg and the city of Fort William, has proved insufficient to afford the necessary facilities for medical and surgical attendance to the sick and afflicted of the town of Kenora, and the vast territory tributary thereto, and that it has been found necessary and expedient to enlarge the said hospital accommodation; that a plebiscite was submitted to the electors of the said town entitled to vote on money by-laws on Saturday the 26th day of May, 1928, as to whether the town should guarantee a bond issue of the said hospital to the amount of \$30,000, and that on the said plebiscite 292 votes were cast in favour thereof, and 125 against; ~~and~~ and whereas the hospital was originally incorporated under the name "The Rat Portage Royal Jubilee Hospital Company," and that name was changed subsequently by order of the Lieutenant-Governor in Council to "The Kenora General Hospital"; ~~and~~ and whereas the said corporation and the said trustees have by petition prayed for special legislation in respect of the above; and whereas *subject to the provisions hereinafter contained*, it is expedient to grant the prayer of the said petition;


Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. The Kenora General Hospital may borrow money from time to time by the issue and sale of bonds or debentures whether secured by mortgage or charge on the property of the Hospital or not so secured.

2. The council of the corporation of the town of Kenora ^{Power to guarantee hospital bonds.} may without obtaining any further assent thereto of the *qualified electors of the said town* guarantee the principal and interest on any bonds or debentures of the Kenora

General Hospital which may hereafter be issued to the *amount* of \$30,000, and such guarantee may be endorsed on the face of such bonds under the corporate seal and the hands of the mayor and clerk of the town,  and the Kenora General Hospital may give to the corporation of the town of Kenora a mortgage or charge on the property of the Hospital as security for such guarantee. 

 **3.** In pursuance of the change of name above recited the local master of titles at Kenora is hereby directed to enter "The Kenora General Hospital" as the registered owner of the lands of which "The Rat Portage Royal Jubilee Hospital Company" is entered as the registered owner according to the records in his office.

4. This Act shall come into force on the day upon which it receives the Royal Assent. 

BILL.

An Act respecting the Town of Kenora.

1st Reading

February 26th, 1929.

2nd Reading

3rd Reading

MR. FARNGEY.

*(Reprinted as amended by the Private
Bills Committee.)*

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Kenora.

WHEREAS the municipal corporation of the town of ^{Preamble.} Kenora, and the trustees of the Kenora General Hospital have by petition represented that the hospital accommodation of the town of Kenora, which is the largest centre between the city of Winnipeg and the city of Fort William, has proved insufficient to afford the necessary facilities for medical and surgical attendance to the sick and afflicted of the town of Kenora, and the vast territory tributary thereto, and that it has been found necessary and expedient to enlarge the said hospital accommodation; that a plebiscite was submitted to the electors of the said town entitled to vote on money by-laws on Saturday the 26th day of May, 1928, as to whether the town should guarantee a bond issue of the said hospital to the amount of \$30,000, and that on the said plebiscite 292 votes were cast in favour thereof, and 125 against; and whereas the hospital was originally incorporated under the name "The Rat Portage Royal Jubilee Hospital Company," and that name was changed subsequently by order of the Lieutenant-Governor in Council to "The Kenora General Hospital"; and whereas the said corporation and the said trustees have by petition prayed for special legislation in respect of the above; and whereas subject to the provisions hereinafter contained, it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. The Kenora General Hospital may borrow money from time to time by the issue and sale of bonds or debentures ^{Power to borrow.} whether secured by mortgage or charge on the property of the Hospital or not so secured.

2. The council of the corporation of the town of Kenora may without obtaining any further assent thereto of the qualified electors of the said town guarantee the principal and interest on any bonds or debentures of the Kenora ^{Power to guarantee hospital bonds.}

General Hospital which may hereafter be issued to the amount of \$30,000, and such guarantee may be endorsed on the face of such bonds under the corporate seal and the hands of the mayor and clerk of the town, and the Kenora General Hospital may give to the corporation of the town of Kenora a mortgage or charge on the property of the Hospital as security for such guarantee.

Change of
name to be
entered in
register.

3. In pursuance of the change of name above recited the local master of titles at Kenora is hereby directed to enter "The Kenora General Hospital" as the registered owner of the lands of which "The Rat Portage Royal Jubilee Hospital Company" is entered as the registered owner according to the records in his office.

Commence-
ment of Act

4. This Act shall come into force on the day upon which it receives the Royal Assent.

3rd Session, 17th Legislature,
Ontario.
19 George V, 1929.

BILL.

An Act respecting the Town of Kenora.

1st Reading

February 26th, 1929.

2nd Reading

March 11th, 1929.

3rd Reading

March 18th, 1929.

MR. FARNSEY.

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to incorporate the Northern Mines Railway and Development Company.

WHEREAS Edward James Lennox, of the city of Toronto, *Preamble*
in the county of York, architect; John Firstbrook, of
the same place, manufacturer; John Adams, of the same
place, manufacturer; George Wright, of the same place, hotel
proprietor; William Stone, of the same place, capitalist;
Colonel J. H. Ackerman, of the city of Peterborough, in the
county of Peterborough, capitalist, and James Russell Lovett
Starr, of the said city of Toronto, barrister-at-law, have by
their petition prayed for an Act of incorporation under the
name of Northern Mines Railway and Development Company
for the purposes and with the powers hereinafter set forth;
and whereas it is expedient to grant the prayer of the said
petition;

Therefore, His Majesty, by and with the advice and
consent of the Legislative Assembly of the Province of
Ontario, enacts as follows:—

1. Edward James Lennox, John Firstbrook, John Adams, *incor-*
George Wright, William Stone, Colonel J. H. Ackerman and *poration.*
James Russell Lovett Starr, and such other persons and cor-
porations as shall hereafter become shareholders of the
company hereby incorporated are hereby constituted a body
corporate and politic under the name of "Northern Mines
Railway and Development Company," hereinafter called the
company.

2. The seven persons mentioned in the next preceding *Provisional*
section shall be the provisional directors of the company. *directors*

3. The capital stock of the company shall be two million *Capital*
shares without nominal or par value. *stock.*

4. The company may issue and may sell its authorized *Issue and*
shares without par value from time to time in the absence *sale of*
of fraud in the transaction, for such consideration as from *shares.*
time to time may be fixed by the Board of Directors.

Head office. **5.** The head office of the company shall be at the city of Toronto, in the Province of Ontario.

Mining powers. **6.** The company may,—

(a) acquire, own, lease, prospect for, open, explore, develop, work, improve, maintain, manage and operate mines and mineral lands and deposits, including coal, oil and gas lands and deposits, and dig for, raise, crush, wash, smelt, assay, analyze, reduce, amalgamate, refine, pipe, convey and otherwise treat ores, metals and minerals, including coal, oil and gas, whether belonging to the company or not, and render the same merchantable, and may sell or otherwise dispose of the same, or any part thereof, or interest therein, and carry on the business of makers and dealers in steel, iron and alloys;

Water powers.

(b) acquire and develop water power and other rights and privileges and such other real estate and personal property as it may require for the purpose of its business, and again dispose thereof;

Steam vessels, etc.

(c) construct, acquire, navigate and employ steam or motor boats and other vessels;

Timber lands and licenses.

(d) acquire by purchase, lease or otherwise timber lands, timber licenses or timber, and sell and dispose thereof; manufacture and sell timber and lumber of all kinds and the products thereof, and acquire any properties that may be necessary for the working thereof, and acquire and dispose of any mills or other facilities necessary for the said business;

Incidental powers.

(e) exercise and shall possess all the incidental and ancillary powers to the foregoing set out in subsection 1 of section 23 and in section 24 of *The Companies Act*.

Rev Stat., c 218

Location of railway.

7. The company is hereby authorized and empowered to survey, lay out, construct, complete, equip, maintain and operate a light narrow gauge railway or a standard gauge railway as the directors may determine with power to alter the gauge at any time, which said railway may be operated by steam, electricity, gasoline, or other motive power or partly the one and partly the other from a point at or near Gold Pines in the district of Patricia, and from thence northerly, easterly and westerly to a point in the township of Dent, a distance of about forty miles.

Branches.

8. The company shall have power to construct, equip,

operate and maintain branch lines to any point and extensions at points along the said route to connect with other railways or with navigable waters and points in proximity thereto.

9. The company is hereby authorized and empowered to construct, equip, maintain and operate telephone and telegraph lines upon and along the right-of-way of any railway constructed by it. Telegraph and telephone lines

10. The company may enter into contracts for the purpose of disposing of surplus electricity for light and power purposes to municipalities, corporations and persons along the said railway subject to the provisions of *The Power Commission Act*. Use of surplus electricity for light and power purposes. Rev. Stat. c. 57

11. The company may also acquire the plant and property for and carry on business as an express company. Express business

12. The company may also operate gasoline stations. Gasoline station

13. The company may issue bonds, debentures, mortgages and other securities to the extent of \$30,000 per mile of railway constructed or under contract to be constructed, and may also issue bonds, debentures, mortgages and other securities in connection with any power plant and the development of power, or for its steam boats or motor boats and on other property and assets of the company. The bond issue may be made as one bond issue on all its properties and ventures, or partly on one and partly on the other. Bonding power

14. The company may acquire land for townsites and sell and dispose of the same. Townsite

15. The company may establish and operate stores for the purchase and sale of goods, wares and merchandise. Store

16. The company shall have and possess all the powers contained in *The Railway Act*, for the construction and operation of any railway authorized by this Act and all the provisions of *The Railway Act*, where not inconsistent with this Act, shall apply to the company and the railway to be constructed by it. Application of Rev. Stat. c. 224

17. This Act shall come into force on the day upon which it receives the Royal Assent. Commencement of Act

BILL.

An Act to incorporate the Northern Mines
Railway and Development Company.

1st Reading

2nd Reading

3rd Reading

MR. NESBITT.

(*Private Bill*)

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Cobourg.

WHEREAS the municipal corporation of the town of Cobourg has petitioned for authority to acquire lands within the corporate limits adjacent to lands now owned by the town contiguous to the Cobourg Harbour and authority to sell or lease said lands for industrial sites and for confirmation of the town's title to the Harbour property and sanction of the sale of part thereof to His Majesty King George V (represented by the Honourable the Minister of Public Works for the Dominion of Canada); and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Town of Cobourg Harbour Act, 1929.* Short title.

2. The corporation shall have power to acquire for industrial sites by purchase or expropriation (under and subject to the provisions of *The Municipal Act* as to expropriation of lands for municipal purposes) Block H on the west side of Hibernia Street, in the town of Cobourg, adjacent to the Cobourg Harbour property now vested in the town between Hibernia and Division Streets. Power to acquire land for industrial sites. Rev. Stat., c. 233.

3. The council of the said corporation may from time to time, with the assent of the electors qualified to vote on money by-laws, pass a by-law or by-laws:— Power to borrow with assent of electors.

(a) To authorize the issue of debentures payable within thirty years from the date thereof to defray the cost of acquiring and improving the said lands, now owned by the said corporation or hereafter, by authority of this Act, acquired for industrial sites.

4. Any lands or buildings now owned by the said corporation or acquired by authority of this Act, may be disposed Disposal of land subject to Rev. Stat., c. 234.

of under and in accordance with the provisions of *The Bonus Limitation Act*.

Confirmation of
Town's title
to harbour
and sanction
of sale of
part thereof
to His
Majesty
The King.

5. The Cobourg Harbour property comprising all those parts of Blocks "A" and "B" in Subdivision XI in Lot 17, Concession B of the township of Hamilton, now part of the town of Cobourg, lying between Division and Third Streets, including said streets and the land and land covered with water forming parts of the original Township Lot 17 in Concession "B" aforesaid and the water lot in front thereof as were vested in the said municipal corporation under and by virtue of the Statute, 13-14 Victoria, Chapter 83 (A.D. 1850), Province of Canada, *An Act to vest the Harbour at Cobourg in the Municipality of that Town*, confirmed by Statute, 22 Victoria, Chapter 15 (A.D. 1858), be and the same is hereby vested in the said municipal corporation and the conveyance to His Majesty King George V (represented by the Honourable the Minister of Public Works for the Dominion of Canada), of that part thereof forming the northerly boundary of the Harbour thirty-five feet in width and 786 feet in length between Division and Third Streets aforesaid is hereby sanctioned.

Commence-
ment of Act

6. This Act shall come into force on the day upon which it receives the Royal Assent.

3rd Session, 17th Legislature,
Ontario.
19 George V, 1929.

BILL.

An Act respecting the Town of Cobourg.

1st Reading

February 26th, 1929.

2nd Reading

3rd Reading

MR. EDWARDS.

(*Private Bill.*)

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Town of Cobourg.

WHEREAS the municipal corporation of the town of Cobourg has petitioned for confirmation of the town's title to the Harbour property and sanction of the sale of part thereof to His Majesty King George V (represented by the Honourable the Minister of Public Works for the Dominion of Canada); and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1 This Act may be cited as *The Town of Cobourg Harbour Short Title Act, 1929*.

2 The Cobourg Harbour property comprising all those parts of Blocks "A" and "B" in Subdivision XI in Lot 17, Concession B of the township of Hamilton, now part of the town of Cobourg, lying between Division and Third Streets, including said streets and the land and land covered with water forming parts of the original Township Lot 17 in Concession "B" aforesaid and the water lot in front thereof as were vested in the said municipal corporation under and by virtue of the Statute, 13-14 Victoria, Chapter 83 (A.D. 1850), Province of Canada, *An Act to vest the Harbour at Cobourg in the Municipality of that Town*, confirmed by Statute, 22 Victoria, Chapter 15 (A.D. 1858), be and the same is hereby vested in the said municipal corporation and the conveyance to His Majesty King George V (represented by the Honourable the Minister of Public Works for the Dominion of Canada), of that part thereof forming the northerly boundary of the Harbour thirty-five feet in width and 786 feet in length between Division and Third Streets aforesaid is hereby sanctioned.

3 This Act shall come into force on the day upon which it receives the Royal Assent.

BILL.

An Act respecting the Town of Cobourg.

1st Reading

February 26th, 1929.

2nd Reading

March 26th, 1929.

3rd Reading

March 28th, 1929.

MR. EDWARDS.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty

BILL

An Act to amend The Public Utilities Act.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:--

1. Section 23 of *The Public Utilities Act* is amended by adding after the word "municipality" where it appears in the fourth line thereof, the following: "including the power to supply the public utility to owners and occupants of land in such adjoining municipality."

3rd Session, 17th Legislature,
Ontario,
19 George V, 1929.

BILL.

An Act to amend The Public Utilities Act.

1st Reading

2nd Reading

3rd Reading

MR. WERNER.

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to amend The Public Utilities Act.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. Section 23 of *The Public Utilities Act* is amended by adding after the word "municipality" where it appears in the fourth line thereof, the following: "including the power to supply the public utility to owners and occupants of land in such adjoining municipality." By Stat. c. 219, s. 23 amended.

BILL.

An Act to amend The Public Utilities Act.

1st Reading

March 11th, 1929.

2nd Reading

March 15th, 1929.

3rd Reading

March 28th, 1929.

MR. WEICHEL.

FOR ONTARIO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act respecting the Width between Sleigh Runners.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Sleigh Runners Act*, Short title.
1929.

2. No sleigh or other vehicle upon runners shall be used Sleigh-runners,
by any person upon any highway in Ontario unless the width of.
runners thereof, measuring from centre to centre, are apart
at the bottom exactly four feet nine inches. Every person
who contravenes the provisions of this section shall incur a
penalty not exceeding \$50 recoverable under *The Summary* Rev. Stat.,
c. 121.
Convictions Act.

3. Sections 410 and 410a of *The Municipal Act* are repealed, Rev. Stat.,
c. 233,
ss. 410, 410a,
repealed.

4. This Act shall come into force on the 1st day of De- Commence-
ment of Act.
cember, 1929.

3rd Session, 17th Legislature,
Ontario.
19 George V, 1929.

BILL.

An Act respecting the Width between
Sleigh Runners.

1st Reading

March 7th, 1929.

2nd Reading

3rd Reading

MR. MAHONEY.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to amend The Devolution of Estates Act.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Devolution of Estates Act*, 1929. Short title.

2. Section 29 of *The Devolution of Estates Act* is amended Rev. Stat., c. 148, s. 29, amended. by adding thereto the following clause:

- (a) Provided that if there is only one child or legal representatives of only one child the personal property of a person dying intestate shall be distributed as follows, that is to say: One half to the wife of the intestate and the other half to such child or the legal representatives of such child. Distribution of estate of person dying intestate.

3rd Session, 17th Legislature,
Ontario.
19 George V, 1929.

BILL.

An Act to amend The Devolution of
Estates Act.

1st Reading

March 7th, 1929.

2nd Reading

3rd Reading

MR. WINSON (Windsor).

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to amend The Devolution of Estates Act.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Devolution of Estates Act*, 1929. Short title.

2.—(1) Section 29 of *The Devolution of Estates Act* is Rev. Stat., c. 448, s. 29, amended. amended by adding thereto the following clause:

(a) Provided that if there is only one child or legal Distribu-
tion of representatives of only one child the personal estate of
person property of a person dying intestate shall be distributed as follows, that is to say: One half to the dying
intestate. wife of the intestate and the other half to such child or the legal representatives of such child.

(2) The amendment made by subsection 1 shall have effect Effect
of amend-
ment. only as to the estates of persons dying after the coming into force of this Act.

3. This Act shall come into force on the day upon which Commence-
ment of Act. it receives the Royal Assent.

BILL.

An Act to amend The Devolution of
Estates Act.

1st Reading

March 7th, 1929.

2nd Reading

March 13th, 1929.

3rd Reading

March 28th, 1929.

Mr. WILSON (Windsor).

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to make Better Provision for Widows and Orphan Children.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Widows and Orphans* Short title
Maintenance Act, 1929.

2.—(1) Where it is made to appear to a judge of the Order for allowance for maintenance. surrogate court of the county or district in which a deceased person was domiciled at the time of his death that such deceased person has by his will so disposed of his real and personal property that adequate provision has not been made for the future maintenance of his widow or of any child of the testator under the age of eighteen years or of any dependent child over that age who through illness or infirmity is unable to earn a livelihood, the judge may make an order charging the estate of the testator with payment of an allowance sufficient to provide such maintenance.

(2) Any such allowance may be by way of an amount Form of allowance. payable annually or otherwise, or of a lump sum to be paid, or of certain property to be conveyed or assigned either absolutely or for life or for a term of years to the applicant, or for her use and benefit as the court may see fit; and in the event of a conveyance of property being ordered, the court may give all necessary and proper directions for the execution of the conveyance or conveyances, either by the executors or administrators or by such other person as the court may direct, or may grant a vesting order.

3. The application for such order may be made by the Who may apply. widow or any such child or by the Official Guardian.

4.—(1) The application shall be made to the judge in Procedure. chambers upon originating notice according to the practice of the court.

When
application
to be made.

(2) Where letters probate are applied for by the widow or by the guardian of children on behalf of such children, an application under this section for an allowance for such widow or for such children shall be made at the time of applying for letters probate and in every other case the application shall be made within three months after the death of the testator.

Distribution
of estate
postponed.

(3) After service of notice of the application the executors or trustees under the will of the testator shall not proceed with the distribution of the estate except so far as may be necessary for the payment of debts and funeral and testamentary expenses and succession duty until the application is disposed of.

Removal into
Supreme
Court.

(4) At any time before the hearing of the application a judge of the Supreme Court upon motion on behalf of the trustees or executors, or the applicant, or any other person interested, may by order direct that the application shall be heard by a judge of the Supreme Court and thereupon the matter shall be transferred into the Supreme Court and the application shall be heard by a judge of the Supreme Court and he shall have the like powers and shall proceed in the like manner as in the case of a hearing and determination by the judge of the surrogate court.

Notice
to parties
before order

5. The judge shall not make any order until he is satisfied upon oath that all persons who are or may be interested in or affected by the order have been served with notice of the application as provided by the Rules of Court and every such person shall be entitled to be present and to be heard in person or by counsel at the hearing.

Evidence
to be given
orally.

6. The evidence taken on any such application shall be given orally before the judge and shall be taken down in writing or in shorthand in the same manner as in the case of a trial of an action before a judge without a jury.

Matters
to be con-
sidered by
judge.

7. The judge upon the hearing of the application shall enquire into and consider,—

- (a) the circumstances of the testator at the time of his death;
- (b) the circumstances of the person on whose behalf the application is made;
- (c) the claims which any other person may have as a dependent of the testator;
- (d) any provision which the testator may have made in his lifetime for his widow and children or any of them;

- (e) any services rendered by the testator's wife or children in his lifetime in the conduct of his business or occupation;
- (f) any sum or any property provided by the widow or by a child to the testator for the purpose of providing a home or assisting him in his business or occupation or for his maintenance or medical or hospital expenses; and
- (g) generally any other matters which the judge deems should be fairly taken into account in deciding upon the application.

8. Where the widow or child on whose behalf the application is made has given personal service or the gift or loan of money or real or personal property towards the advancement of the testator in his business or occupation, the judge may in and by his order fix a value in money upon such services or may fix the amount or value in money of any gift or loan so made, and may direct that the widow or child shall rank as a creditor upon the estate therefor, in the same manner and to the same extent as a judgment creditor upon a simple contract debt, but save as aforesaid an allowance payable under this Act shall be postponed to the claims of creditors of the estate.

9. No order shall be made under this Act in favour of a widow who was living apart from her husband at the time of his death under circumstances which would disentitle her to alimony.

10. Subject to the provisions of section 7 the amount of value of any allowance ordered to be paid shall not exceed the amount to which the person in whose favour the order is made would have been entitled if the testator had died intestate, nor shall the total of all allowances ordered to be paid under this Act out of an estate exceed in value or amount one-half the residue of the estate after the payment of all just debts and funeral and testamentary expenses and succession duty or one-half of the income from such residue calculated at five per centum per annum.

11. The judge may direct that the costs of the application shall be payable out of the estate or otherwise as he may deem just.

12. An appeal shall lie to the Appellate Division from any order made under this Act and a Divisional Court upon such appeal may annul the order or reduce or increase the amount

or value of any allowance fixed by the order and the decision of the court upon the appeal shall be final.

Application
of Rev. Stat.
c. 111.

13. *The Judges, Orders' Enforcement Act* shall apply to any order made under this Act.

Commence-
ment of
Act

14. This Act shall come into force on the 1st day of July, 1929, and shall have effect as to the estate of any person dying on or after the day upon which it receives the Royal Assent.



BILL.

An Act to Make Better Provision for
Widows and Orphan Children.

1st Reading,

January 31st, 1929.

2nd Reading,

3rd Reading,

MR. FERGUSON.

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to make Better Provision for Widows and Orphan Children.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Widows and Orphans* ^{Short title} *Maintenance Act, 1929.*

2.—(1) Where it is made to appear to a judge of the surrogate court of the county or district in which a deceased person was domiciled at the time of his death that such deceased person has by his will so disposed of his real and personal property that adequate provision has not been made for the future maintenance of his widow or of any child of the testator under the age of *sixteen* years or of any dependent child over that age who through illness or infirmity is unable to earn a livelihood, the judge may make an order charging the estate of the testator with payment of an allowance sufficient to provide such maintenance.

(2) Any such allowance may be by way of an amount payable annually or otherwise, or of a lump sum to be paid, or of certain property to be conveyed or assigned either absolutely or for life or for a term of years to the applicant, or for *the applicant's* use and benefit as the court may see fit; and in the event of a conveyance of property being ordered, the *judge* may give all necessary and proper directions for the execution of the conveyance or conveyances, either by the executors or administrators or by such other person as the court may direct, or may grant a vesting order.

3. The application for such order may be made by the widow or any such child or by the Official Guardian.

4.—(1) The application shall be made to the judge in chambers upon originating notice according to the practice of the court.

When
application
to be made.

(2) Where letters probate are applied for by the widow or by the guardian of children on behalf of such children, an application under this section for an allowance for such widow or for such children shall be made at the time of applying for letters probate and in every other case the application shall be made within three months after the death of the testator.

Distribution
of estate
postponed

(3) After service of notice of the application the executors or trustees under the will of the testator shall not proceed with the distribution of the estate except so far as may be necessary for the payment of debts and funeral and testamentary expenses and succession duty until the application is disposed of.

Removal into
Supreme
Court.

(4) At any time before the hearing of the application a judge of the Supreme Court upon motion on behalf of the trustees or executors, or the applicant, or any other person interested, *and upon being satisfied that the total value of the estate of the testator exceeds \$10,000*, may by order direct that the application shall be heard by a judge of the Supreme Court and thereupon the matter shall be transferred into the Supreme Court and the application shall be heard by a judge of the Supreme Court and he shall have the like powers and shall proceed in the like manner as in the case of a hearing and determination by the judge of the surrogate court.

§ 57(a) Provided that any person by whom, or on whose behalf, an application for an allowance may be made under this Act is an inmate of an Ontario hospital at the time of the death of the testator, or at any time before the application under this Act is heard and disposed of, notice of the application for letters probate or letters of administration with the will annexed shall be served upon the Public Trustee on behalf of such person, and the time within which the Public Trustee may make an application for an allowance under this Act shall run from the date of the service of such notice.

(b) Provided also that where any person interested in the estate in respect of which an application is made under this Act is an inmate of an Ontario hospital, notice of the application for an allowance shall in every case be served upon the Public Trustee who shall have the right to appear and be heard upon the application. § 58

Notice
to parties
before order

5. The judge shall not make any order until he is satisfied upon oath that all persons who are or may be interested in or affected by the order have been served with notice of the application as provided by the Rules of Court and every such

person shall be entitled to be present and to be heard in person or by counsel at the hearing.

6. The evidence taken on any such application shall be ^{Evidence to be given orally} given orally before the judge and shall be taken down in writing or in shorthand in the same manner as in the case of a trial of an action before a judge without a jury.

7. The judge upon the hearing of the application shall ^{Matters to be considered by judge} enquire into and consider,—

- (a) the circumstances of the testator at the time of his death;
- (b) the circumstances of the person on whose behalf the application is made;
- (c) the claims which any other person may have as a dependent of the testator;
- (d) any provision which the testator may have made in his lifetime for his widow and children or any of them;
- (e) any services rendered by the testator's wife or children in his lifetime;
- (f) any sum or any property provided by the widow or by a child to the testator for the purpose of providing a home or assisting him in his business or occupation or for his maintenance or medical or hospital expenses; and
- (g) generally any other matters which the judge deems should be fairly taken into account in deciding upon the application.

8. Where the widow or child on whose behalf the applica- ^{Payment for services rendered to testator} tion is made has given personal service or the gift or loan of money or real or personal property towards the advancement of the testator in his business or occupation, the judge may in and by his order fix a value in money upon such services or may fix the amount or value in money of any gift or loan so made, and may direct that the widow or child shall rank as a creditor upon the estate therefor, in the same manner and to the same extent as a judgment creditor upon a simple contract debt, but save as aforesaid an allowance payable under this Act shall be postponed to the claims of creditors of the estate.

9. No order shall be made under this Act in favour of a ^{When widow disqualified.} widow who was living apart from her husband at the time of his death under circumstances which would disentitle her to alimony.

Limit of
amount or
value of
allowance.

10. Subject to the provisions of section 7 the amount or value of any allowance ordered to be paid shall not exceed the amount to which the person in whose favour the order is made would have been entitled if the testator had died intestate, nor shall the total of all allowances ordered to be paid under this Act out of an estate exceed in value or amount one-half the residue of the estate after the payment of all just debts and funeral and testamentary expenses and succession duty or one-half of the income from such residue calculated at five per centum per annum.

Costs.

11. The judge may direct that the costs of the application shall be payable out of the estate or otherwise as he may deem just *and may fix the amount of the costs payable by any party, exclusive of necessary disbursements, at a lump sum having regard to the value of the estate and the amount of any allowance applied for or directed by his order.*

Appeal.

12. *Except as to costs,* an appeal shall lie to the Appellate Division from any order made under this Act and a Divisional Court upon such appeal may annul the order or reduce or increase the amount or value of any allowance fixed by the order and the decision of the court upon the appeal shall be final.

Application
of Rev. Stat.
c. 111.

13. *The Judges, Orders' Enforcement Act* shall apply to any order made under this Act.

Commence-
ment of
Act.

14. This Act shall come into force on the 1st day of July, 1929, and shall have effect as to the estate of any person dying on or after the day upon which it receives the Royal Assent.



BILL.

An Act to Make Better Provision for
Widows and Orphan Children.

1st Reading,

January 31st, 1929.

2nd Reading,

February 4th, 1929.

3rd Reading,

Mr. FERGUSON.

*(Reprinted with suggested amendments for
consideration by Committee of the
Whole House.)*

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to make Better Provision for Dependants of Deceased Persons.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Dependants' Relief Act*, Short title.
1929.

2. In this Act,—

Inter-
pretation.

- (a) "Applicant" shall mean and include a dependant "Applicant." making application for an allowance under this Act, and in the case of a dependant who is an inmate of an Ontario Hospital, or who has been declared a lunatic, the Public Trustee or committee of such person as the case may be, and in the case of an infant, the Official Guardian, applying for an allowance under this Act on behalf of such inmate of an Ontario Hospital, lunatic or infant, as the case may be;
- (b) "Dependant" shall mean and include the wife or husband of a testator, the child of a testator under the age of sixteen years and the child of a testator over that age who through illness or infirmity is unable to earn a livelihood; "Dependant."
- (c) "Executor" shall include administrator with the will annexed; "Executor."
- (d) "Letters probate" shall include letters of administration with the will annexed. "Letters probate."

3.—(1) Where it is made to appear to a judge of the surrogate court of the county or district in which a testator was domiciled at the time of death that such testator has by will so disposed of real or personal property that adequate provi- Order for allowance for maintenance.

sion has not been made for the future maintenance of his dependants or any of them, the judge may make an order charging the whole or any portion of the estate in such proportion and in such manner as to him may seem proper, with payment of an allowance sufficient to provide such maintenance.

Form of allowance

(2) The allowance may be by way of an amount payable annually or otherwise, or of a lump sum to be paid, or of certain property to be conveyed or assigned either absolutely or for life or for a term of years to the dependant by whom or on whose behalf the application is made, or for his use and benefit as the judge may see fit, and in the event of a conveyance of property being ordered the judge may give all necessary and proper directions for the execution of the conveyance or conveyances, either by the executor or by such other person as the judge may direct, or may grant a vesting order.

Who may apply.

4. The application for an allowance may be made by a dependant, or in the case of a dependant who is an inmate of an Ontario Hospital, or has been declared a lunatic, by the Public Trustee or committee as the case may be, or in the case of a dependant under the age of twenty-one years, by the Official Guardian, or by a guardian appointed by the court.

Procedure.

5.—(1) The application shall be made to the judge in chambers upon originating notice according to the practice of the court.

When application to be made.

(2) Where letters probate are applied for by the wife or husband of the testator or a guardian on behalf of minor dependants, an application under this section for an allowance for such wife or husband, or for such minor dependants shall be made at the time of applying for letters probate and in every other case the application shall be made within three months after the death of the testator.

Distribution of estate postponed.

(3) After service of notice of the application the executors or trustees under the will shall not proceed with the distribution of the estate except so far as may be necessary for the payment of debts and funeral and testamentary expenses and succession duty until the application is disposed of.

Removal into Supreme Court.

(4) At any time before the hearing of the application a judge of the Supreme Court upon motion on behalf of the trustees or executors, or the applicant, or any other person interested, and upon being satisfied that the total value of the estate of the testator exceeds \$10,000, may by order direct

that the application shall be heard by a judge of the Supreme Court and thereupon the matter shall be transferred into the Supreme Court and the application shall be heard by a judge of the Supreme Court and he shall have the like powers and shall proceed in the like manner as in the case of a hearing and determination by the judge of the surrogate court.

(5) Where any person by whom, or on whose behalf, an application for an allowance may be made under this Act is an inmate of an Ontario Hospital at the time of the death of the testator, or at any time before the application under this Act is heard and disposed of, notice of the application for letters probate shall be served upon the Public Trustee on behalf of such person, and the time within which the Public Trustee may make an application for an allowance under this Act shall run from the date of the service of such notice.

(6) Where any person interested in the estate in respect of which an application is made under this Act is an inmate of an Ontario Hospital, notice of the application for an allowance shall in every case be served upon the Public Trustee who shall have the right to appear and be heard upon the application.

6. The judge shall not make any order until he is satisfied upon oath that all persons who are or may be interested in or affected by the order have been served with notice of the application as provided by the Rules of Court and every such person shall be entitled to be present and to be heard in person or by counsel at the hearing.

7. The evidence taken on any such application shall be given orally before the judge and shall be taken down in writing or in shorthand in the same manner as in the case of a trial of an action before a judge without a jury.

8. The judge upon the hearing of the application shall enquire into and consider,—

- (a) the circumstances of the testator at the time of death;
- (b) the circumstances of the person on whose behalf the application is made;
- (c) the claims which any other person may have as a dependant of the testator;

- (d) any provision which the testator may have made *inter vivos* for dependants or any dependant;
- (e) any services rendered by dependants to the testator;
- (f) any sum of money or any property provided by a dependant for the testator for the purpose of providing a home or assisting in any business or occupation or for maintenance or medical or hospital expenses; and
- (g) generally any other matters which the judge deems should be fairly taken into account in deciding upon the application.

Payment
for services
rendered to
testator.

9. Where the dependant has given personal assistance or the gift or loan of money or real or personal property towards the advancement of the testator in any business or occupation, the judge may in and by his order fix a value in money upon such assistance, or may fix the amount or value in money of any gift or loan so made, and may direct that the applicant shall rank as a creditor upon the estate therefor, in the same manner and to the same extent as a judgment creditor upon a simple contract debt, but except as to the amount so fixed as the value of such assistance or as the amount or value in money of such gift or loan an allowance payable under this Act shall be postponed to the claims of creditors of the estate.

When widow
disqualified.

10. No order shall be made under this Act in favour of a wife who was living apart from her husband at the time of his death under circumstances which would disentitle her to alimony.

Limit of
amount or
value of
allowance.

11. Subject to the provisions of section 9 the amount or value of any allowance ordered to be paid shall not exceed the amount to which the person in whose favour the order is made would have been entitled if the testator had died intestate, nor shall the total of all allowances ordered to be paid under this Act out of an estate exceed in value or amount one-half the residue of the estate after the payment of all just debts and funeral and testamentary expenses and succession duty or one-half of the income from such residue calculated at five per centum per annum.

Costs.

12. The judge may direct that the costs of the application shall be payable out of the estate or otherwise as he may deem just and may fix the amount of the costs payable by any

party, exclusive of necessary disbursements, at a lump sum having regard to the value of the estate and the amount of any allowance applied for or directed by his order.

13. Except as to costs, an appeal shall lie to the Appellate ^{Appeal} Division from any order made under this Act and a Divisional Court upon such appeal may annul the order or reduce or increase the amount or value of any allowance fixed by the order and the decision of the court upon the appeal shall be final.

14. *The Judges Orders Enforcement Act* shall apply to any ^{Application} order made under this Act. ^{of Rev. Stat., c. 111.}

15. This Act shall come into force on the 1st day of July, ^{Commence-} 1929, and shall have effect as to the estate of any person ^{ment of} Act. dying on or after the day upon which it receives the Royal Assent.



BILL.

An Act to make Better Provision for
Dependants of Deceased Persons.

1st Reading,

January 31st, 1929.

2nd Reading,

February 4th, 1929.

3rd Reading,

March 28th, 1929.

MR. FERGUSON.

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act for the Prevention of Fraud in the Sale of Alberta Coal.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Alberta Coal Sales Act, 1929*. Short title.
2. Every person who advertises in Ontario in any news-
paper or by poster, circular or in any other manner, that he is
importing into Ontario or selling or offering for sale or delivery
in Ontario coal produced in Alberta shall state in such ad-
vertisement the name of the area or district in Alberta in
which such coal was produced and the trade name under
which the same is registered in Alberta. Particulars to be stated in advertising Alberta coal.
3. Every person who by himself, his servant or agent
sells or delivers, or offers for sale or delivery in Ontario by
wholesale or retail, coal produced in Alberta, shall state
upon every bill, weight-ticket, invoice and sale note used in
connection with the sale or delivery of such coal, the area or
district in which such coal was produced and the trade name
under which the same is registered in Alberta. On sale notes, etc.
4. Every person who, by himself or his servant or agent,
sells or delivers in Ontario coal produced in Alberta in contra-
vention of the foregoing provisions of this Act or any of them,
shall incur a penalty of not less than \$20 nor more than \$200
and in default of payment thereof shall be liable to imprison-
ment for a period not exceeding three months. Penalty for omission.

5. Every person, who being the importer or vendor of coal
produced in Alberta for delivery in Ontario by wholesale or
retail, in any advertisement in a newspaper, circular or poster,
or in any other document or publication, or upon any bill,
weight-ticket or invoice makes any false or untrue statement
as to the name of the area or district in Alberta in which such
coal was produced, or as to the trade name of such coal as
registered in Alberta shall incur a penalty of not less than
For false statements

\$100 nor more than \$500 and in default of payment thereof shall be liable to imprisonment for a period not exceeding six months.

Commence-
ment of Act. **6.** This Act shall come into force on the 1st day of June, 1929.



19 George V, 1929.

BILL.

An Act for the Prevention of Fraud in the
Sale of Alberta Coal.

1st Reading

January 31st, 1929.

2nd Reading

3rd Reading

MR. FERGUSON.

TORONTO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act for the Prevention of Fraud in the Sale of Alberta Coal.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Alberta Coal Sales Act, 1929*. Short title.

2. Every person who advertises in Ontario in any newspaper or by poster, circular or in any other manner, that he is importing into Ontario or selling or offering for sale or delivery in Ontario coal produced in Alberta shall state in such advertisement the name of the area or district in Alberta in which such coal was produced and the trade name under which the same is registered in Alberta. Particulars to be stated in advertising Alberta coal.

3. Every person who by himself, his servant or agent sells or delivers, or offers for sale or delivery in Ontario by wholesale or retail, coal produced in Alberta, shall deliver to the purchaser a bill, weight ticket, invoice or sale note which shall state the area or district in which such coal was produced and the trade name under which the same is registered in Alberta. On sale notes, etc.

4. Every person who, by himself or his servant or agent, sells or delivers in Ontario coal produced in Alberta in contravention of the foregoing provisions of this Act or any of them, shall incur a penalty of not less than \$20 nor more than \$200 and in default of payment thereof shall be liable to imprisonment for a period not exceeding three months. Penalty for omission.

5. Every person, who being the importer or vendor of coal produced in Alberta for delivery in Ontario by wholesale or retail, in any advertisement in a newspaper, circular or poster, or in any other document or publication, or upon any bill, weight-ticket or invoice makes any false or untrue statement as to the name of the area or district in Alberta in which such coal was produced, or as to the trade name of such coal as registered in Alberta shall incur a penalty of not less than For false statements.

\$100 nor more than \$500 and in default of payment thereof shall be liable to imprisonment for a period not exceeding six months.

Commence-
ment of Act. **6.** This Act shall come into force on the 1st day of June, 1929.

3rd Session, 17th Legislature,
Ontario,
19 George V, 1929.

BILL.

An Act for the Prevention of Fraud in the
Sale of Alberta Coal.

1st Reading

January 31st, 1929.

2nd Reading

February 4th, 1929.

3rd Reading

March 15th, 1929.

MR. FERGUSON.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to amend The Public Service Act.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Public Service Act, 1929*. Short title.
2. Part III of *The Public Service Act* is amended by adding thereto the following section:
Rev. Stat.,
c 16,
Part III,
amended.
63. Where the salaries of members of a board or commission appointed by the Crown cease to be paid out of the Consolidated Revenue Fund or out of any sum appropriated for that purpose by the Legislature, any such member who has contributed to the Fund shall be entitled to the return of his contributions with interest. Return
of contribu-
tions to
Super-
annuation
Fund.
3. This Act shall come into force on the day upon which it receives the Royal Assent. Commence-
ment of
Act.

BILL.

An Act to amend The Public Service Act.

1st Reading,

January 31st, 1929.

2nd Reading,

3rd Reading,

MR. FERGUSON.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty

BILL

An Act to amend The Public Service Act.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Public Service Act, 1929*. Short title.
2. Part III of *The Public Service Act* is amended by adding thereto the following section:
Rev. Stat.
c. 16,
Part III,
amended.
63. Where the salaries of members of a board or commission appointed by the Crown cease to be paid out of the Consolidated Revenue Fund or out of any sum appropriated for that purpose by the Legislature, any such member who has contributed to the Fund shall be entitled to the return of his contributions with interest. Return
of contribu-
tions to
Super-
annuation
Fund.
3. This Act shall come into force on the day upon which it receives the Royal Assent. Commence-
ment of
Act.

3rd Session, 17th Legislature,
Ontario.
19 George V, 1929.

BILL.

An Act to amend The Public Service Act

1st Reading,

January 31st, 1929.

2nd Reading,

February 4th, 1929.

3rd Reading,

March 15th, 1929.

MR. FERGUSON.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty

BILL

An Act to amend The Municipal Act.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. Section 109 of *The Municipal Act* is amended by adding thereto the following subsection: Rev. Stat.
c. 233, s. 109,
amended.

(2a) In the case of a by-election to fill a vacancy in the office of a member of the council a by-law for the purposes set out in subsection 2 may be passed at least six days before the day of nomination at such by-election. Case of
by-election

2. This Act shall come into force on the day upon which it receives the Royal Assent. Commence-
ment of
Act.

3rd Session, 17th Legislature,
Ontario.
19 George V, 1929.

BILL.

An Act to amend The Municipal Act.

1st Reading,

January 31st, 1929.

2nd Reading,

3rd Reading,

MR. FERGUSON.

FOR ONTARIO :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to amend The Municipal Act.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. Section 109 of *The Municipal Act* is amended by adding thereto the following subsection: Re. Sect. 233, s. 109, amended

(2a) In the case of a by-election to fill a vacancy in the office of a member of the council a by-law for the purposes set out in subsection 2 may be passed at least six days before the day of nomination at such by-election. Case of by-election

2. This Act shall come into force on the day upon which it receives the Royal Assent. Commencement of Act

BILL.

An Act to amend The Municipal Act.

1st Reading,

January 31st, 1929.

2nd Reading,

February 4th, 1929.

3rd Reading,

February 7th, 1929.

MR. FERGUSON.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty

BILL

An Act to amend The University Lands Act, 1928.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. This Act may be cited as *The University Lands Act*, Short title
1929.

2. Section 2 of *The University Lands Act, 1928*, is repealed 1928,
c. 55, s. 2,
repealed. and the following substituted therefor:

2. The lands described as follows, namely,—

Firstly: All and singular, that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, in the County of York and Province of Ontario and being composed of part of lot number thirteen (13) according to plan registered in the Registry Office for the City of Toronto as number D-18, more particularly described as follows—Commencing at the southeasterly angle of said lot number thirteen (13) said angle being also the northeasterly angle of lot number fifteen (15) according to said registered plan D-18; thence northerly in a straight line a distance of one hundred and seventy-six feet and nine inches (176' 9") more or less, said straight line being the production northerly of the easterly limit of said lot number fifteen (15), to a point where the said straight line intersects the northerly limit of said lot number thirteen (13); thence easterly along the said northerly limit of lot number thirteen (13) seventy-five feet and eight inches (75' 8") more or less to the northeasterly angle thereof; thence southerly along the easterly limit of said lot one hundred and fifty-one feet and

Lands in
and about
Queen's
Park vested
in Crown.

ten inches (151' 10") two (2) chains and thirty (30) links more or less to the place of beginning.

Secondly: The whole of lots numbers sixteen (16), seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21), twenty-five (25), twenty-six (26) and twenty-seven (27), according to said registered plan D-18.

Commence-
ment of s. 2

3. The amendment made by section 2 shall be deemed to have been in force and to have had effect on and from the 3rd day of April, 1928.

3rd Session, 17th Legislature,
Ontario,
19 George V, 1929.

BILL.

An Act to amend The University
Lands Act.

1st Reading,

January 31st, 1929.

2nd Reading,

3rd Reading,

MR. HENRY.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to amend The University Lands Act, 1928.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The University Lands Act*, Short title.
1929.

2. Section 2 of *The University Lands Act, 1928*, is repealed 1928,
c. 55, s. 2,
repealed.
and the following substituted therefor:

2. The lands described as follows, namely,—

Lands in
and about
Queen's
Park vested
in Crown.

Firstly: All and singular, that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, in the County of York and Province of Ontario and being composed of part of lot number thirteen (13) according to plan registered in the Registry Office for the City of Toronto as number D-18, more particularly described as follows—Commencing at the southeasterly angle of said lot number thirteen (13) said angle being also the northeasterly angle of lot number fifteen (15) according to said registered plan D-18; thence northerly in a straight line a distance of one hundred and seventy-six feet and nine inches (176' 9") more or less, said straight line being the production northerly of the easterly limit of said lot number fifteen (15), to a point where the said straight line intersects the northerly limit of said lot number thirteen (13); thence easterly along the said northerly limit of lot number thirteen (13) seventy-five feet and eight inches (75' 8") more or less to the northeasterly angle thereof; thence southerly along the easterly limit of said lot one hundred and fifty-one feet and

ten inches (151' 10") two (2) chains and thirty (30) links more or less to the place of beginning.

Secondly: The whole of lots numbers sixteen (16), seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21), twenty-five (25), twenty-six (26) and twenty-seven (27), according to said registered plan D-18.

Commence-
ment of s. 2.

3. The amendment made by section 2 shall be deemed to have been in force and to have had effect on and from the 3rd day of April, 1928.

BILL.

An Act to amend The University
Lands Act.

1st Reading,

January 31st, 1929.

2nd Reading,

February 4th, 1929.

3rd Reading,

March 15th, 1929.

MR. HENRY.

T O R O N T O :

Printed by

The Printer to the King's Most Excellent Majesty.

BILL

An Act to facilitate the Reciprocal Enforcement of Judgments and Awards.

(Recommended by the Commissioners on Uniformity
of Legislation in Canada.)

HIS MAJESTY, by and with the advice and consent of
the Legislative Assembly of the Province of Ontario,
enacts as follows:—

1. This Act may be cited as *The Reciprocal Enforcement of* Short title.
Judgments Act, 1929.

2.—(1) In this Act, unless the context otherwise requires: Inter-
pretation.

- (a) "Judgment" shall mean any judgment or order given "Judgment."
or made by a court in any civil proceedings whether
before or after the passing of this Act, whereby any
sum of money is made payable, and includes an
award in proceedings on an arbitration if the award
has, in pursuance of the law in force in the province
or territory where it was made, become enforceable
in the same manner as a judgment given by a court
therein;
- (b) "Judgment creditor" shall mean the person by whom "Judgment
creditor."
the judgment was obtained, and includes the
executors, administrators, successors and assigns of
that person;
- (c) "Judgment debtor" shall mean the person against "Judgment
debtor."
whom the judgment was given, and includes any
person against whom the judgment is enforceable in
the place where it was given;
- (d) "Original court" in relation to any judgment shall "Original
court."
mean the court by which the judgment was given;
- (e) "Registering court" in relation to any judgment shall "Registering
court."
mean the court in which the judgment is registered
under this Act.

Powers of
court, how
exercised.

(2) Subject to rules of court, any of the powers conferred by this Act on any court may be exercised by a judge of the court.

ENFORCEMENT IN THIS PROVINCE OF JUDGMENTS OBTAINED IN
OTHER PROVINCES OR TERRITORIES OF THE DOMINION
OF CANADA.

Registration
of judgment.

3.—(1) Where a judgment of any superior, county or district court has been obtained outside this province in any other province or territory of the Dominion of Canada to which this Act applies, the judgment creditor may apply to a judge of the Supreme Court at any time within six years after the date of the judgment to have the judgment registered in that court, and on any such application the court may, subject to the provisions of this Act, order the judgment to be registered accordingly.

Notice of
application
to register.

(2) Reasonable notice of the application shall be given to the judgment debtor in all cases in which he was not personally served with process in the original action and did not appear or defend or otherwise submit to the jurisdiction of the original court. In all other cases the order may be made *ex-parte*.

Registration
of judgment.

(3) The judgment may be registered by filing with the registrar or clerk of the registering court an exemplification or a certified copy of the judgment, together with the order for such registration, whereupon the same shall be entered as a judgment of the registering court.

Conditions
of regis-
tration.

4. No judgment shall be ordered to be registered under this Act if it is shown to the registering court that,

- (a) the original court acted without jurisdiction; or
- (b) the judgment debtor, being a person who was neither carrying on business nor ordinarily resident within the jurisdiction of the original court, did not voluntarily appear or otherwise submit during the proceedings to the jurisdiction of that court; or
- (c) the judgment debtor, being the defendant in the proceedings, was not duly served with the process of the original court and did not appear, notwithstanding that he was ordinarily resident or was carrying on business within the jurisdiction of that court or agreed to submit to the jurisdiction of that court; or
- (d) the judgment was obtained by fraud; or

- (e) an appeal is pending, or the judgment debtor is entitled and intends to appeal, against the judgment; or
- (f) the judgment was in respect of a cause of action which for reasons of public policy or for some other similar reason would not have been entertained by the registering court; or
- (g) the judgment debtor would have a good defence if an action were brought on the original judgment.

5. Where a judgment is registered under this Act:

- (a) the judgment shall, as from the date of the registration, be of the same force and effect, and subject to the provisions of this Act, proceedings may be taken thereon, as if it had been a judgment originally obtained or entered up in the registering court on the date of the registration;
- (b) the registering court shall have the same control and jurisdiction over the judgment as it has over judgments given by itself;
- (c) the reasonable costs of and incidental to the registration of the judgment (including the costs of obtaining an exemplification or certified copy thereof from the original court, and of the application for registration) shall be recoverable in like manner as if they were sums payable under the judgment, such costs to be first taxed by the proper officer of the registering court, and his certificate thereof endorsed on the order for registration.

6. In all cases in which registration is made upon an *ex parte* order, notice thereof shall be given to the judgment debtor within one month after such registration. Such notice shall be served in the manner provided by the practice of the registering court for service of writs of process, or of notice of proceedings. No sale under the judgment of any property of the judgment debtor shall be valid if made prior to the expiration of the period fixed by section 7 or such further period as the court may order.

7. In all cases in which registration is made upon an *ex parte* order, the registering court may on the application of the judgment debtor set aside the registration upon such terms as the court may think fit. Such application shall be made within one month after the judgment debtor has notice

of the registration, and the applicant shall be entitled to have the registration set aside upon any of the grounds mentioned in section 4.

Power to
make rules
of court.

8. Rules of court may be made for regulating the practice and procedure (including costs) in respect of proceedings of any kind under this Act.

Application
of Act.

9.—(1) Where the Lieutenant-Governor is satisfied that reciprocal provision has been or will be made by any other province or territory of the Dominion of Canada for the enforcement within that province or territory of judgments obtained in any superior, county or district court of this province, the Lieutenant-Governor may, by order in council, direct that this Act shall apply to that province or territory, and thereupon this Act shall apply accordingly.

Order may
be varied.

(2) An order in council under this section may be varied, or revoked by a subsequent order.

Effect
of Act.

10. Nothing herein contained shall deprive any judgment creditor of the right to bring an action for the recovery of the amount of his judgment instead of proceeding under this Act.

Commence-
ment of
Act.

11. This Act shall come into force on a day to be named by the Lieutenant-Governor by his Proclamation.



Ontario,
19 George V, 1929.

BILL.

An Act to facilitate the Reciprocal Enforcement of Judgments and Awards.

1st Reading

February 1st, 1929.

2nd Reading

3rd Reading

MR. PRICE.

BILL

An Act to facilitate the reciprocal enforcement
of Judgments and Awards.

HIS MAJESTY, by and with the advice and consent of
the Legislative Assembly of the Province of Ontario,
enacts as follows:—

1. This Act may be cited as *The Reciprocal Enforcement of* Short title.
Judgments Act, 1929.

2.—(1) In this Act, unless the context otherwise requires: Inter-
pretation.

- (a) "Judgment" shall mean any judgment or order given "Judgment."
or made by a court in any civil proceedings whether
before or after the passing of this Act, whereby any
sum of money is made payable, and includes an
award in proceedings on an arbitration if the award
has, in pursuance of the law in force in the province
or territory where it was made, become enforceable
in the same manner as a judgment given by a court
therein;
- (b) "Judgment creditor" shall mean the person by whom "Judgment
creditor."
the judgment was obtained, and includes the
executors, administrators, successors and assigns of
that person;
- (c) "Judgment debtor" shall mean the person against "Judgment
debtor."
whom the judgment was given, and includes any
person against whom the judgment is enforceable in
the place where it was given;
- (d) "Original court" in relation to any judgment shall "Original
court."
mean the court by which the judgment was given;
- (e) "Registering court" in relation to any judgment shall "Registering
court."
mean the court in which the judgment is registered
under this Act.

Powers of
court, how
exercised.

(2) Subject to rules of court, any of the powers conferred by this Act on any court may be exercised by a judge of the court.

ENFORCEMENT IN THIS PROVINCE OF JUDGMENTS OBTAINED IN
OTHER PROVINCES OR TERRITORIES OF THE DOMINION
OF CANADA.

Registration
of judgment.

3.—(1) Where a judgment of any superior, county or district court has been obtained outside this province in any other province or territory of the Dominion of Canada to which this Act applies, the judgment creditor may apply to a judge of the Supreme Court at any time within six years after the date of the judgment to have the judgment registered in that court, and on any such application the court may, subject to the provisions of this Act, order the judgment to be registered accordingly.

Notice of
application
to register.

(2) Reasonable notice of the application shall be given to the judgment debtor in all cases in which he was not personally served with process in the original action and did not appear or defend or otherwise submit to the jurisdiction of the original court. In all other cases the order may be made *ex-parte*.

Registration
of judgment.

(3) The judgment may be registered by filing with the registrar or clerk of the registering court an exemplification or a certified copy of the judgment, together with the order for such registration, whereupon the same shall be entered as a judgment of the registering court.

Conditions
of registra-
tion.

4. No judgment shall be ordered to be registered under this Act if it is shown to the registering court that,

- (a) the original court acted without jurisdiction; or
- (b) the judgment debtor, being a person who was neither carrying on business nor ordinarily resident within the jurisdiction of the original court, did not voluntarily appear or otherwise submit during the proceedings to the jurisdiction of that court; or
- (c) the judgment debtor, being the defendant in the proceedings, was not duly served with the process of the original court and did not appear, notwithstanding that he was ordinarily resident or was carrying on business within the jurisdiction of that court or agreed to submit to the jurisdiction of that court; or
- (d) the judgment was obtained by fraud; or

- (e) an appeal is pending, or the judgment debtor is entitled and intends to appeal, against the judgment; or
- (f) the judgment was in respect of a cause of action which for reasons of public policy or for some other similar reason would not have been entertained by the registering court; or
- (g) the judgment debtor would have a good defence if an action were brought on the original judgment.

5. Where a judgment is registered under this Act:

Effect of
registration.

- (a) the judgment shall, as from the date of the registration, be of the same force and effect, and subject to the provisions of this Act, proceedings may be taken thereon, as if it had been a judgment originally obtained or entered up in the registering court on the date of the registration;
- (b) the registering court shall have the same control and jurisdiction over the judgment as it has over judgments given by itself;
- (c) the reasonable costs of and incidental to the registration of the judgment (including the costs of obtaining an exemplification or certified copy thereof from the original court, and of the application for registration) shall be recoverable in like manner as if they were sums payable under the judgment, such costs to be first taxed by the proper officer of the registering court, and his certificate thereof endorsed on the order for registration.

6. In all cases in which registration is made upon an *ex parte* order, notice thereof shall be given to the judgment debtor within one month after such registration. Such notice shall be served in the manner provided by the practice of the registering court for service of writs of process, or of notice of proceedings. No sale under the judgment of any property of the judgment debtor shall be valid if made prior to the expiration of the period fixed by section 7 or such further period as the court may order.

Notice of
registration
on *ex parte*
order.

7. In all cases in which registration is made upon an *ex parte* order, the registering court may on the application of the judgment debtor set aside the registration upon such terms as the court may think fit. Such application shall be made within one month after the judgment debtor has notice

Setting aside
ex parte
order.

of the registration, and the applicant shall be entitled to have the registration set aside upon any of the grounds mentioned in section 4.

Power to
make rules
of court.

8. Rules of court may be made for regulating the practice and procedure (including costs) in respect of proceedings of any kind under this Act.

Application
of Act.

9.—(1) Where the Lieutenant-Governor is satisfied that reciprocal provision has been or will be made by any other province or territory of the Dominion of Canada for the enforcement within that province or territory of judgments obtained in any superior, county or district court of this province, the Lieutenant-Governor may, by order in council, direct that this Act shall apply to that province or territory, and thereupon this Act shall apply accordingly.

Order may
be varied.

(2) An order in council under this section may be varied, or revoked by a subsequent order.

Effect
of Act.

10. Nothing herein contained shall deprive any judgment creditor of the right to bring an action for the recovery of the amount of his judgment instead of proceeding under this Act.

Commence-
ment of
Act.

11. This Act shall come into force on a day to be named by the Lieutenant-Governor by his Proclamation.





3rd Session, 17th Legislature,
Ontario,
19 George V, 1929.

BILL.

An Act to facilitate the reciprocal enforcement of judgments and Awards.

1st Reading

February 1st, 1929.

2nd Reading

February 6th, 1929.

3rd Reading

March 15th, 1929.

MR. PRICE.

TORONTO:

Printed by

The Printer to the King's Most Excellent Majesty.





