Mayor's Office.
INDUSTRY INTELLIGENCE INTEGRITY
Toronto.

Toronto, February 18th, 1898.

Dear Sir :-

Re Bell Telephone Co.

I beg to notify you that the time for considering the application of the Bell Telephone Company to increase its charges for telephone service has been postponed until Thursday, March 3rd next, when it is hoped your Municipality will have a delegation present at Ottawa to assist our deputation in resisting the granting of the said application.

Yours truly,

JOHN SHAW,

Mayor.

Mayor of Toronto re increase of rates of Bell Telephone Co.

John Shaw, mayor of Toronto, re meeting re Bell Telephone Co

18th Feby 1898

HEADQUARTERS FIRST INFANTRY,

ILLINOIS NATIONAL GUARD.

COL. HENRY L. TURNER, Commanding.
CAPT. W. L. DE REMER, Adjutant.

CHICAGO, ILL., March 26, 1898. 189

Honorable L. O. David,

City Clerk, Montreal, Canada.

Dear Sir:-

Your letter of March 16th, conveying the cordial and friendly invitation of the Council of Montreal to visit your city on the occasion of our trip to Canada in July next, is duly received. Permit me in behalf of myself and the officers and men of the First Infantry Illinois to acknowledge the cordial and proffered hospitality of your city and people.

We are unfortunately in a position at present of great uncertainty. While going forward with our plans for the trip, we realize that any day may bring us orders for active service which would interrupt and possibly frustrate these plans. As soon as a period of certainty arrives, we shall esteem it a great pleasure to correspond with you further. Meanwhile, please accept for myself and command our cordial reciprocation of your friendly expression of good wishes.

I have the honor to be,

Your obedient Servant,

Henry L. Turner

Colonel First Infantry Illinois.

Illinois National Guard

Presented to Council 4 april 1898
Présenté au Conseil 18

filed

21 Bishop St
Montreal April 6th 1898

To the Mayor and Gentlemen
of the City Council.

We the undersigned
tender our sincere thanks
to all, the Finance Com-
mittee especially for
the refund just received
($500.00) an act showing
your high sense of liberality
and justice — for which
please accept our

our appreciation

Mary Mullin née Darragh
Annie Darragh

Annie Darragh
Mary Mullin
to Mr. Adams

Meets 1st and 3rd Thursdays of each month.

UNION LABEL

No. 1631 Notre Dame Street.

Federated Trades & Labor Council.

TRADES COUNCIL FEDERATED OF MONTREAL AND VICINITY — WE SUPPORT EACH BLOW STRUCK FOR THE RIGHT

Affiliated with the American Federation of Labor.

Office of Secretary:

P. O. BOX 734.

Montreal, March 28 1898

Mayor Prefontaine

Dear Sir

At the regular fortnightly meeting of the Federated Trades and Labor Council, held March 24, the resolution introduced into the City Council by Ald. Ames, seconded by Ald. Larue, with a view to changing the present system of cisterns by May 1, 1899, was unanimously endorsed.

Also a resolution by Ald. Ames, seconded by Ald. Martineau, that contractors on city work pay a minimum of 12½ cents per hour, was also unanimously adopted.

The F. T. & L. C. instructed me to communicate said resolutions to your Worship and the City Council.

Respectfully

John Cantwell

Secretary

Federated Trades & Labor Council approving of certain resolutions of the City Council.

Presented to Council 12 avril 1898
Présenté au Conseil 18

~~Referred to~~ filed
~~Renvoyé à~~

High School,

Peel Street,

April 16th. 1898.

L. O. David Esq.,

City Clerk.

Sir,

I have the honour on behalf of the Protestant Board of School Commissioners and by their unanimous request, to address you in relation to the forthcoming appointment of School Commissioners on this Board.

It would gratify the Board and conduce, as they believe, to the interests of Protestant education in this city, if the City Corporation would reappoint Mr. R. Wilson Smith whose term of office is now expiring. This reappointment would have the advantage of retaining as a member of the School Commission , the services of one whose skill in financial administration is well known, besides that it would add to the efficiency of the Board by the presence and cooperation of a gentleman who by distinguished public service has won for himself the respect and confidence of the community at large.

I have the honour to be

Sir,

Your obedient servant,

E. W. Arthy.

Secretary - Superintendent,

Protestant Board of School Commissioners for Montreal.

Letter

Protestant Board of School

Presented to Council 25 april 1898
Présenté au Conseil 18

Table

Montreal, April 21st., 1898.

To Raymond Préfontaine, Esq.,

Mayor of Montreal.

Sir,

We, the undersigned, tenants in St. Lawrence Market, have learned with deep regret of the fact that Mr. J.R. Robert, Clerk of said Market, owing to certain circumstances, was given the alternative to resign his position, or be dismissed, by a majority of the members of the Market Committee.

We consider that such action on the part of the Authorities is detrimental to the interests of the undersigned, and we humbly beg that you will kindly use your influence in order that the said Mr. Robert may be reinstated in his former position of Clerk of St. Lawrence Market. We do this with a feeling ~~that some error has been committed~~, ~~and~~ that the best interests of the City generally and the tenants of St. Lawrence Market in particular would be served in the event of the said Mr. Robert being reinstated in his position.

Jos. Lebatteille	14 & 15 St Laurent
Joseph Denis	32 & 33 —
E. Lauzon	
Jos Plouffe	Stat B. No 1. 3.
Napoléon Beauchamp	24 Stat A. No 35 & 36
Regis Petelle	23 Etal
L. Delorme	Stall 29
Eug Bélair	Etal, S.
Alf. Beauchamp	Poissons Etal No 1

Joseph Lamirée No 6
Geo Venner Jr. No. 29 & 30
Jeremiah H. Crowley # 4.
Maj. Cornelius Crowley Jr. Stall # 4
Theophile Grenier No 2
M. Bizenett No. 4.
R. E. Shippel. No 10 & 11.
N. Ritchot No 7 & 8 & 9 Stall C
Aubin & Cie Marchand Beurre
Joseph Ferris Jr. Stall No. 34.
John H Price 13. Stall
Sh T Collin Bros No. 28 Th
James Harper Jr. Stall No 24. 25. 26. 27

Tenants in St Lawrence
Market, to certify
A. Robert as clerk
of said market.

Presented to Council 2d May 1898
Présenté au Conseil 18

Table

A Son Honneur Le Maire
de la Cité de Montréal

Les soussignés, bouchers du Marché St Laurent ont l'honneur de vous soumettre les faits suivants.

Immédiatement après la recommendation du Comité des marchés comportant la démission de Mr Joseph Robert comme clerc du Marché St Laurent, vos Réquérants ont adressé au dit Comité une requête demandant la réinstallation du dit Mr Joseph Robert, requête appuyée sur des raisons jugées sérieuses et suffisantes.

Que cette requête, soumise au dit Comité des Marchés, à l'ième de ces dernières séances a été accueillie avec indifférence n'a pas reçue la considération qu'elle méritait et a été, pour ainsi dire jetée au panier.

Que les Soussignés représentent toute la source des revenus du dit Marché.

Qu'à ce titre, ils ont droit d'être entendus et les raisons qu'ils allèguent dans la requête précitée devraient être mûrement considérées et acceptées, attendu qu'ils sont les premiers et principaux intéressés. A ces causes, Vos Requérants s'adressent à Votre Honneur, pour lui demander de vouloir bien donner les instructions nécessaires pour que leurs requête soit reconsidérée par le Comité des Marchés et qu'il ne soit statué sur ses conclusions qu'après mure délibération.

Et vous ferez justice

Montréal Avril 1898

Avril 1898

LA CHAMBRE DE COMMERCE DU DISTRICT DE MONTREAL.

Assemblée du Conseil,

Vendredi, le 27 Mai 1898.

L'Hon. Alphonse Desjardins, Président, au Fauteuil.

Après délibération:-

Sur la proposition de M. L. E. Geoffrion, appuyé de M. M. L. J. A. Surveyer et G. Boivin;

RESOLU:- Que cette Chambre considère comme avantageuse aux intérêts commerciaux de Montréal, l'offre faite par la municipalité de cette ville, d'une partie des propriétés situées sur la rue McGill, près la rue William, pour y placer les bureaux de la Compagnie du Grand Tronc du Canada.

Pour copie conforme.

Le Secrétaire,

S. Coté

Resolution
Chambre de Commerce
du district de Montréal

Re Bureau du
Grand Tronc

Presented to Council 6 June 1898
Présenté au Conseil 18

Jable

LA CHAMBRE DE COMMERCE.

Montréal, 4 Juin 1898. 189

A Son Honneur

M. Raymond Préfontaine,

Maire de Montréal,

Monsieur,

La Chambre de Commerce du District de Montréal, en assemblée générale, vendredi, le 3 courant, ayant unanimement exprimé le voeu que le 24 Juin soit considéré comme jour de fête civique, je suis chargé de vous transmettre ce voeu avec prière de vouloir bien y faire droit, avec l'espoir que vous voudrez bien y accéder.

J'ai l'honneur d'être,

Monsieur le Maire,

Votre humble serviteur,

Le Secrétaire,

S. Coté,

par M.S.

83, rue St. Jacques.

Chambre de Commerce
demande que le 24
Juin soit déclaré jour
de fête civique.

Presented to Council 6 June 1898
Présenté au Conseil 18

agreed to

Madame Duperron
pour une licence
patente de colportage

M. O. Duperron est
sous la pauvreté la plus grande.
Je le recommande à M. le
Maire de la Cité de Montréal
pour avoir une permission
de vendre sur la rue

Eglise St Jacques, Montréal
Le 6 Juin 1898

Rue Beaubien
1261

S. Chevrier P.S.
Curé

Desmarteau M.D.
G. Coursol C.

BUILDERS' EXCHANGE
204 ST. JAMES STREET

TELEPHONE 1946.

JAMES SIMPSON, PRESIDENT.
C. T. WILLIAMS, VICE-PRESIDENT.
GEORGE J. SHEPPARD, HON. SEC.-TREAS.

Directors:
PETER LYALL,
AMOS COWEN,
JOHN McLEAN,
F. FOURNIER,
W. P. SCOTT.

Montreal, June 6, 1898 18

His Worship The Mayor,

and Council of the

City of Montreal.

Dear Sirs:-

At a large and important meeting of the Builders' Exchange held in their rooms on Thursday June 2, inst. a resolution was enthusiastically and unanimously adopted, thanking the members of your Finance Committee for sustaining the motion made by Alderman Sadler: "That in the event of the Grand Trunk Railway employing architects and contractors in the erection of their new offices that the same be residents of Montreal."

This action upon the part of your committee is especially gratifying at the present moment, owing to the great dissatisfaction existing through the recent employment of an alien firm by a large corporation for the erection of an important building in our city. The standing of our leading contracting and building firms of Montreal is unquestioned, and the manifest injustice in employing outside firms must be apparent to our citizens.

Assuring you that the stand taken by your committee will meet with the approval of the public of Montreal,

We have the honor to remain,

Yours respectfully,

James Simpson Pres.

George J. Sheppard Hon. Sec.

Resolution of Builders' Exchange approving of action of Finance Com. re architects & contractors for new G. T. Ry. Co's offices

Presented to Council 6 June 1898
Présenté au Conseil 18

Archives de la Ville de Montréal

To his Worship the Mayor, and the Members of the City Council:-

Gentlemen:-

At a largely attended and representative meeting of the Protestant Clergy of the City of Montreal, held this day at 11 o'clock, it was unanimously resolved respectfully to request your body to be pleased to appoint Ex-Mayor Wilson-Smith as a member of the Board of School Commisioners, we do so for the following reasons:-

1. We are naturally deeply interested in having the all important work of educating our children in the hands of men in whom we have the fullest confidence.

2. We have the fullest confidence in Mr. Wilson-Smith, which confidence is based not only upon his record as School Commisioner for several years past, but also upon his record as Alderman and Mayor, and indeed as citizen generally.

3. His experience as an able financier is also of immense importance, and his presence on the Board would inspire the fullest confidence in the Board's financial administration.

4. We believe that in making this request we express the wishes of a very large majority of the Protestant rate-payers of the City.

5. While fully acknowledging the right of your body to make its own selection we would most urgently request you, as our representatives, to afford us the services of the man who so deservedly enjoys the fullest confidence of all classes of citizens.

On behalf of the meeting

F. W. Dewey, Chairman

Montreal 20th June 1898

Donald Grant Secretary

Clergy
School
re R Wilson Smith

Presented to Council 20 June 1898
Présenté au Conseil 18

Filed

EXTRACT FROM MINUTES OF MEETING OF THE DIRECTORS OF THE MONTREAL WATER & POWER COMPANY, HELD ON THE 6TH DAY OF JUNE A.D. 1898.

" MOVED BY MR WM HANSON

" SECONDED BY MR A.F.RIDDELL

" AND RESOLVED :- that the offer of settlement contained

" in the resolutions of the City Council passed on the

" 30th day of May last past, be and is hereby accepted,

" and the officers of the Company be and are hereby

" authorized to enter into a contract with the City of

" Montreal based upon the said resolutions. "

A TRUE EXTRACT.

A Carvett

SECRETARY

& POWER Co.
L BUILDING.
RVELL, SECRETARY.

P. O. Box 603.

Montreal, June 6th 1898

L.O.David Esq

City Clerk

City

Dear Sir /

I am instructed to forward to you the enclosed resolution passed by the Directors of the Montreal Water & Power Company on this day, accepting the terms of the resolution of the City Council relating to the Montreal Water & Power Company.

Yours faithfully

A. Carvell

Sec'y M.W.& P.Co.

Enclosure

Resolution
Montreal Water & Power Co
accepting Resolutions
of Council of
30 May 1898

Presented to Council 6 June 1898
Présenté au Conseil 18

filed of records

Ottawa,

24 June,1898.

Sir,

I am directed by His Excellency the Governor General to inform you that as the family of the late Right Honourable W.E.Gladstone are unable to reply personally to the innumerable expressions of Sympathy which have reached them from all parts of the world,they have requested the Right Honourable the Secretary of State for the Colonies to convey through His Excellency their warm thanks for the telegram received from Your Worship.

I have the honour to be,

Sir,

Your obedient servant,

C. J. Jones

For the Governor General's Secretary.

His Worship

The Mayor of Montreal

&c. &c. &c.

Government Gazette
re Gladstone

Presented to Council 27 June 1898
Présenté au Conseil 18

filed

Report and Statement

—OF—

Prescott and Russell Fire Relief Fund.

1897-98.

Presented to Council 18 July 1898
Passed in Council

PRESCOTT AND RUSSELL FIRE RELIEF FUND.

Report of the Executive Committee.

The Executive Committee was appointed at a meeting of the General Committee on October 15th 1897, and was composed of the following :—

Mr. Sheriff Sweetland (Chairman) ; Messrs. Jas. Ballantyne, E. J. Chamberlin, Fred. Cook, O. Durocher, Robert Gill, Geo. H. Perley, Robert Stewart and D. Racine.

The gathering of all the information and the actual and laborious work of considering each individual case and distributing the fund was left entirely in the hands of Mr. George H. Perley, who undertook by request on October 19th the troublesome position of Chief Executive Officer, without remuneration.

Immediately after the conflagration, which occurred on October 5th 1897, the Evening Journal had started a public subscription in Ottawa, and the work of attending to the immediate wants of the sufferers was kindly performed by officials of the Canada Atlantic Railway, whose efforts were prompt and effective for the time being.

As soon as this Committee was appointed a carefully prepared enumeration of the sufferers in the burnt district was taken on the ground by men specially engaged for the purpose, and the particulars of each case were amended from time to time as more exact information was obtainable from other reliable sources.

The pressing needs of those who had proportionately suffered the most were then considered and they were supplied with lumber, stoves and provisions, to enable them to make ready for the approaching winter. The donations of clothing were very numerous and of the greatest assistance ; as received they were assorted in Ottawa and distributed on personal application or through proper references, and the wants of each case were met as precisely as the supply on hand permitted. In this way 350 orders for clothing were filled to supply 1801 people, which, at fifteen dollars per head, would represent a money value of $27,015. The value of the other donations in kind is estimated at $1,700.

As funds increased the privations and losses of all were taken into account, a well-digested scheme of distribution was prepared by the Chief Executive Officer, and the relative merits of each case as the recipient of public money were carefully gone into and considered from time to time.

The City Clerk, Mr. John Henderson, received the cash contributions, which were then handed over to the Chief Executive Officer for distribution, and a statement of the same is appended hereto. The accounts were kindly audited by Messrs. Cunningham & Co. free of charge.

Of the $48,358.81 received in cash, $10,000 came from the Dominion Government, $10,000 from the Province of Ontario and the balance from Corporations and private individuals.

The work necessitated the issue of 1115 cheques, and the cash received was paid out entirely in that way.

The total cost of making an enumeration of the burnt district and of distributing this money and all the clothing and other goods contributed amounts to only $1,096.42, which is less than 1½ °/₀ of the actual total value of the help distributed.

The most sincere thanks are tendered to all contributors to the good work, whether in money, provisions, clothing, lumber, or other articles, but as all contributions have already been acknowledged in the public press it has not been thought advisable to print a list of the same.

The Dominion Government furnished large supplies of blankets, tents, &c., and the Ontario Government provided a physician to look after the health of the fire sufferers.

The generosity of the Canada Atlantic Railway in carrying everything sent by this Committee free of charge, and the trouble taken by their officials, are hereby gratefully acknowledged.

This Committee also acknowledges with pleasure the help extended by the Canadian and Dominion Express Companies, the Canadian Pacific and Grand Trunk Railways and the Great North Western and Canadian Pacific Telegraph Companies, all of whom performed many services cheerfully and without charge.

The sustained interest shown by the newspaper press of the country was of the greatest assistance in evoking public sympathy for the sufferers.

While there may have been some cases of loss and privation that such sympathy as this could not reach, the donors to the fund have the satisfaction of having ameliorated a vast amount of suffering at the time and prevented subsequent distress which only those immediately connected with the administration of the fund can adequately estimate.

All of which is respectfully submitted.

JOHN SWEETLAND,
Chairman.

OTTAWA, June 30th 1898.

GEORGE H. PERLEY,

Chief Executive Officer,

In acct. with PRESCOTT & RUSSELL FIRE RELIEF FUND.

Dr.		*Cr.*	
To Cash deposited in the Bank of Ottawa by the Treasurer	$48,358 81	By Payments for Supplies, &c., ordered prior to October 19th, 1897—	$2,188 95
		Stoves purchased and distributed	1,716 52
		Provisions do do	3.458 92
		Lumber do do	2,793 00
		Taxes paid for fire sufferers	2,459 00
		Cash distributed	34,646 00
		Expenses of enumeration, postage, clerks, &c	1,096 42
	$48,358 81		$48,358 81

We hereby certify that we have examined all cheques and vouchers and found the same correct.

CUNNINGHAM & CO.,

Accountants.

Total number of claimants (owners 421, tenants 171). Casselman 214 ; Cambridge 260 ; Clarence 40 ; Cumberland 13 ; Osgoode 3 ; Russell 20 ; South Plantagenet 42	592
Total amount of loss claimed	$456,992
Total amount of insurance on same	$81,381
Number of houses burnt	268
Number of barns burnt	176
Number of families receiving assistance	539
Total population as per returns	2,168

GEORGE H. PERLEY,

Chief Executive Officer.

OTTAWA, ONTARIO, June 30th, 1898.

Law Department. Montreal, July 29th. 1898.

To his Worship the Mayor of Montreal.

Sir,

In re meeting of Council of the 28th. inst., contracts for the a fire station and for the paving of Craig St.

In compliance with your instructions, we have taken communication of the minutes of a meeting of the Council held on the 27th. inst., in order to ascertain if the procedure which was followed in connection with the adoption of contracts for the construction of a police station and the paving of Craig St. is legal, and we now have the honor to report:-

1-That the procedure followed in connection with the reports of the Fire Committee for the establishment of a new Fire Station is quite regular, and in conformity with the provisions of the statute of Quebec 61 Vict., chap. 55, sections 1, 2 and 5, viz., that the City, by the vote of the majority of the entire Council, may borrow a sum of money not exceeding $30,000 to be devoted to the establishment of a Fire Station. We consider that the formalities required by law have been strictly adhered to, and that the resolution of Council by which both reports were finally adopted is legal.

2-In connection with the paving of Craig St., two distinct reports were submitted to Council; the first from the Road Committee, recommending that the contract be awarded to the firm of Dillon, Bellehouse & Co.; the second from the Finance

(Signed) A.W. Atwater, Consulting Attorney.

(Signed) L. Archambault, City Attorney.

Law Department. Montreal, July 29th. 1898.

To his worship the mayor of Montreal.

Sir,

In re meeting of Council of the 25th.inst., contracts for the a fire station and for the paving of Craig St.

In compliance with your instructions, we have taken communication of the minutes of a meeting of the Council held on the 27th.inst., in order to ascertain if the procedure which was followed in connection with the adoption of contracts for the construction of a police station and the paving of Craig St. is legal, and we now have the honor to report:-

1-That the proceedings followed in connection with the reports of the Fire Committee for the establishment of a new Fire Station is quite regular, and in conformity with the provisions of the statute of Quebec 61 Vict. chap. 55, sections 1, 2 and 3, viz., that the City, by the vote of the majority of the entire Council, may borrow a sum of money not exceeding $20,000 to be devoted to the establishment of a Fire Station. We consider that the formalities required by law have been strictly adhered to, and that the resolution of Council by which both reports were finally adopted is legal.

2-In connection with the paving of Craig St., two distinct reports were submitted to Council; the first from the Road Committee, recommending that the contract be awarded to the firm of Dillon, Bellemare & Co., the second from the Finance

L'AVOCAT DE LA CITE

Département en Loi. *Montréal,* 29 Juillet 1898.

A

SON HONNEUR le MAIRE de MONTREAL.

Monsieur le Maire,

re Assemblée du Conseil du 27 courant:

Contrats pour une station de feu- et pour le pavage de la rue Craig.

Conformément à vos instructions nous avons pris communication des minutes de l'assemblée du Conseil tenue le 27 courant, afin de constater si la procédure suivie pour la passation des contrats pour la construction d'une station de feu et pour le pavage de la rue Craig était légale,- et nous avons maintenant l'honneur de vous faire rapport:

1o Que toute la procédure concernant les rapports du Comité du Feu pour l'établissement d'un nouveau poste de pompiers, est tout-à-fait régulière et conforme aux dispositions du statut de Québec 61 Vict., chap. 53, sec. 1, 2 et 5, c'est-à-dire que la Cité, par un vote de la majorité des membres de tout son Conseil, peut emprunter une somme d'argent n'excédant pas $30,000 pour l'établissement d'un paste de pompiers. Nous considérons que les formalités requises par la loi ont été strictement suivies, et que la résolution du Conseil qui

adopte

adopte finalement les deux rapports est légale.

2o Relativement au pavage de la rue Craig, deux rapports distincts ont été soumis à la considération du Conseil: le premier de la part du Comité des Chemins, recommandant l'octroi du contrat à la société "Bellhouse, Dillon & Co.",- le second de la part du Comité des Finances, recommandant une dépense de $23,000 pour défrayer le coût de ces travaux.

En appliquant les dispositions du statut précité,- ~~dispositions aussi impératives et indispensables~~,- nous constatons qu'il y a irrégularité. La majorité des membres qui ont voté l'adoption du rapport du Comité des Chemins est bien suffisante pour le valider, mais nous trouvons qu'elle n'a pas les conditions voulues pour donner un effet légal au rapport du Comité des Finances: car il s'agit, dans l'espèce, d'un emprunt qui ne peut être effectué que par un vote de la majorité des membres de tout le Conseil, c'est-à-dire 14 membres.

C'est pourquoi nous avisons respectueusement Votre Honneur d'attirer l'attention du Conseil sur cette irrégularité,et de remettre sur les ordres du jour le rapport du Comité des Finances, afin de connaître si la majorité absolue du Conseil est d'opinion de concourir dans la recommandation du dit rapport et d'autoriser l'emprunt.- Nous devons ajouter de plus qu'en pareille matière le vote affirmatif de la majorité absolue du Conseil est une condition impérative pour donner effet aux dispositions du dit statut 61 Vict., chap. 53; mais, dans l'espèce, si l'appropriation recommandée par le Comité des Finances n'est pas ratifiée par cette majorité

absolue

absolue, le rapport du Comité des Chemins, qui est cependant adopté régulièrement par le Conseil, deviendrait par là même nul et sans effet.

Nous avons l'honneur d'être, Monsieur le Maire,

Vos très-humbles et obéissants serviteurs,

L. Ethier

J. L. Archambault

Avocats de la Cité.

Aw. Monk

Avocats Consultants.

Opinion of City Attorney
re repute of Fire & Light
Com. & of Road Comm.

29 July, 1898

Montreal, Aug. 8th. 1898.

P.W.St.George Esq.

City Surveyor.

Dear Sir;,

We are in receipt of your letter of the 8th. instant. In reply we beg to inform you that we have no objection to pay our workmen twelve and a half cents per hour (12½¢) according to the Order in Council.

Yours truly,

Bellhouse, Dillon & Co

per J. Trudeau

Belhouse Dillon & Co
agreeing to pay 12½ ¢ to
workmen, Craig street
paving.

Presented to Council 8 August 1898
Présenté au Conseil 18

filed.

Bureau de l'Inspecteur des Bâtiments
HOTEL-DE-VILLE,

HEURES DE BUREAU :
De 9 heures à 10 et de 1 heure à 2 tous les jours.

TÉLÉPHONE No 2013.

Montréal, Aout 8/ 1898

Au Président & Membres du
Comité des Finances

Mess.

Par un jugement de la Cour du Recorder, condamnant Mr Ls. Riopel à démolir une construction dangereuse qu'il est à érigée sur la rue Hotel de Ville. Mr Riopel s'y refusant, je prie votre Comité de vouloir bien autoriser le Trésorier de la Cité a avancer les fonds néces-saires pour la dite démolition, (soit environ $150.00) Lequel montant sera recouvré du dit propriétaire par la vente des materiaux.

Le tout Humblement soumis

O. Lacroix

I. B.

L'inspecteur des bâtiments demande que $150.00 soient mises à sa disposition pour démolir un édifice appartenant à Mr. Le Bâtard près de l'hôtel de ville

Passed to Council 8 August 1898
Passé au Conseil 18

Referred to 18 1898
Renvoyé à

L'autorisé par les Officiers de la ville à faire les travaux ci-dessus

Montréal

Québec, 3 septembre, 1898.

Cher monsieur,

J'ai l'honneur de vous informer que, à raison de circonstances incontrôlables, les fêtes de l'inauguration du MOnument Champlain ont dû être remises à mercredi, le 21 septembre courant, à 2 hrs. de l'après-midi.

Le Comité compte sur votre présence ce jour-là.

Croyez-moi, cher monsieur,

Votre tout dévoué

Ludovic Brunet

Secrétaire du Comité du Monument Champlain.

Montreal le 31. Août 1898

Son Honneur
Monsieur le Maire, & Messieurs les Echevins
de la ville de
Montreal

Messieurs, -

Les soussignés, Propriétaires d'immeubles, situés sur la rue Craig, entre les rues St Denis & St Laurent, prennent la respectueuse liberté d'appeler vôtre attention sur ce que au courant de cette année vous avez approprié une somme de $40.000 pour le pavage d'une partie de la rue Craig, et que aujourd'hui vous avez seulement ordonné des travaux pour $33.000.

Attendu que cette rue est dans un état tellement défectueux que le trafic y est, pour ainsi dire, rendu impossible, & que nos intérêts souffrent énormement de cet état de chose, les soussignés vous prient d'ordonner sans retard que les travaux soient continués jusqu'à concurrence de la somme appropriée

Entre temps ils vous présentent, Messieurs leurs salutations respectueuses.

Alfred J. Carter — 446 Craig St
Jos. Lessman — 723 " "
Lena Morris — 743 " "

Signed.

Israel. Lainson 423 - Craig st
Louis Lauzalier 409 - 411 Craig st
Marie Raymond 401 Craig.
Marie A. Lamothe 391 Craig
Marie Estelle Smith. 419 Craig.
Miss Alphonsine Smith 413 " "
Alfred Clarke 446 Craig St -
Julia Schiller 451 Craig st.
Alphonse Boyer. 387 Craig.
Napoléon Generaux 377 - 381 Craig
Guillaume Boisvert 469 Craig
M. O. Dumas par J. E. 373 Cor Craig & St Denis.
Lena Morris 443 Craig st
Isaac Mendells 459-457 Craig st
John Millington 486½ Craig St.
Wm. Edmund Day. 491 Craig st.
Wm. G. Ider 431 Craig St -
Bernard Bloomfield. 473 a Craig St
Victor Perrault. 483. Craig st.
J. A. Bergevin, agent Estate W. Nelson
Fred Vonin. Ex. of Estate G. J. Neille.

Lettre de propriétaires
de la rue Craig
demandant que les travaux
de pavage soient
continués jusqu'à concurrence
des $10,000
votés par Comité de
finance

Presented to Council 7 Sept 1898
Présenté au Conseil 18

Referred to Table
Renvoyé à .....

Ref au Conseil

Montreal Sept 22/98

A son Honneur le Maire et
~~Sa grandeur Monseigneur Paul Bruchesi~~
les Echevins de Montreal
~~Archevêque de Montréal~~

Monseigneur

L'Association St Jean Baptiste de Montréal a l'honneur de vous inviter à assister a l'ouverture de ses Cours au Monument National, Vendredi le 30 Courant à 8 Heures P.M.

W. Worcuyes
S.G.S.

Association St Jean Baptiste
invitant le Conseil à l'ouverture
des Cours au Monument
National le 20 courant, à
8 hres pcs.

Presented to Council 26 sept. 1898
Présenté au Conseil 18

~~Referred to~~ Labbé
~~Renvoyé à~~

Département en Loi. *Montréal,* 24 Septembre 1898.

A

SON HONNEUR le MAIRE

de la Cité de Montréal.

re Question d'ordre devant le Conseil relativement à certains rapports du Comité des Finances, soumis pour approbation à l'assemblée spéciale du 19 septembre courant.

Monsieur le Maire,

Deux rapports du Comité des Finances ont été soumis pour approbation à l'assemblée du Conseil le 19 septembre courant,- l'un concernant le pavage de la rue Maisonneuve, l'autre concernant celui de la rue Craig.

L'ordre du jour pour prendre en considération les dits rapports étant lû, l'Echevin Sadler a soulevé une question d'ordre basée sur le fait que les dits rapports du Comité des Finances n'avaient pas été adoptés par la majorité des membres du dit Comité, et que le vote de reconsidération pour donner effet aux dits rapports n'avait pas été pris conformément aux dispositions de la règle 26 du Conseil.- Monsieur l'Echevin Beausoleil en réponse a argué que le Conseil n'avait pas le droit de prendre connaissance des débats devant les Comités, et qu'il ne pouvait par conséquent se prononcer sur la validité des dits rapports.

La question ayant été réservée par Votre Honneur afin d'obtenir

afin d'obtenir l'opinion des avocats de la Cité, nous soumettons les quelques considérations et conclusions suivantes.

-I-

En principe général et pour la gouverne de l'administration civique, le Conseil peut former parmi ses membres autant de Comités qu'il juge nécessaire pour l'expédition des affaires et l'exécution des devoirs qui leur sont assignés; ces Comités sont ou permanents, temporaires ou spéciaux, mais le dit Conseil conserve sur chacun d'iceux une juridiction finale pour décider en dernier ressort de toutes les questions qui leur sont soumises préliminairement; il peut adopter, amender ou rejeter leurs rapports tant sur le mérite des questions que sur la légalité de la procédure dans les débats.

Dans l'espèce, le point d'ordre soulevé est que les règles 26 et 54 des ordres et règlements du Conseil ont été violées; cette dernière décrète que la reconsidération de motions sur des questions devant le Conseil s'applique également à la reconsidération de toute question en Comité,- et la règle 26 définit d'une manière claire et précise comment une question peut être considérée de nouveau, durant une même séance et à toute séance ultérieure.

-II- Conclusion.

Dans ces circonstances nous sommes d'opinion que la question soulevée, au moment de la prise en considération de l'ordre du jour, par l'Echevin Sadler contre l'illégalité de la procédure suivie par le Comité des Finances pour l'adoption des dits rapports, est dans l'ordre et dans les attributions du

Conseil-

Conseil-de-Ville.

Nous avons l'honneur d'être, Monsieur le Maire,

Vos très-humbles et obéissants serviteurs,

L. D. Ethier

L. L. Archambault

Avocats de la Cité.

Ad. Ouimet

Avocat Consultant de la Cité.

Extract from the minutes of the Council of the City of Montreal, special Meeting, held Monday the 19th of September 1898.

-&-&-&-&-&-&-&-&-&-&-&-&-&-&-&-

The order of the day being read to consider reports of the Finance and Road Committees to pave Maisonneuve street for improvements on Logan's Park and on paving of Craig street the said reports were brought up and read.

Alderman Sadler rose to a point of order to the effects that the reports of the Finance Committee now before the Council were not the reports of the majority and that the Committee had no right to divert monys already voted for specific purposes, and that the reports were a reconsideration of former reports, which said reports had not been disposed of according to rule NO.26 of the rules and orders of Council

On answer it was stated by Alderman Beausoleil that the Council had no right to take cognisance of proceedings in Committees and could not therefore pronounce itself on the legality of said reports.

And a further debate arising, His Worship the Mayor resolved the point of order pending the opinion thereon of the City Attorney.

Certified

A. Bonin

and City Clerk.

Law Department-Montreal, September 24th. 1898.

To His Worship the Mayor of the City of Montreal, in re Point of Order raised in Council in connection with certain reports of the Finance Committee submitted for approval at a special mee ing held on the 19th. Sept. Inst.

Your Worship,

Two reports of the Finance Committee were submitted for approval at a meeting of the City Council held on the 19th. Sept. 1898, one concerning the paving of Maisonneuve St., and the other concerning that of Craig St.

The Order of the Day to consider said reports being read, Ald. Sadler raised a point of Order based upon the fact that said reports of the Finance Committee had not been adopted by the majority of the members of said Committee, and that the vote of reconsideration to give effect to said reports had not been taken in conformity with the provisions of rule 26 of the Rules and Regulations of Council. Ald. Beausoleil, in reply, argued that the Council could not take communication of the debates of a Committee, and for that reason, could not pronounce itself upon the validity of said reports.

The question having been reserved by Your Worship in order that the opinion of the City Attorneys might be obtained, we beg to submit the following conclusions:-

1-In general principle, and for the good government of civic administration, the Council may form among its members as many committees as it may deem necessary for the disposal of public business, and the performance od such duties as may be assigned to them. These Committees are pither permanent, temporary or special, but the Council ~~xxxxxxxx~~ retains final jurisdiction over each, and as a last resort, decides all questions which are submitted tothem previously. Council may adopt, amend or reject

their reports upon the merits of the questions, as well as the legality of the procedure attending the debates.

In the present instance, the point raised is that rules 26 and 54 of the Orders of Council have been violated. The latter decrees that the reconsideration of motions made in connection with questions before the Council applies equally to the reconsideration of any question in Committee, and rule 26 defines in a clear & precise manner in what way a question may be reconsidered at the same or any other meeting thereafter.

2-Conclusion.

Under the circumstances, we are of opinion that the question raised by Ald. Sadler, when the order of the day was taken up, against the illegality of the procedure followed by the Finance Committee, when said reports were adopted, is in order and within the attributions of the City Council.

We have the honor, Etc.,

(Signed) L. J. Ethier,
J. L. Archambault.
Joint City Attorneys.

A. W. Atwater,
Consulting City Attorney.

their reports upon the merits of the questions,as well as the legality of the procedure attending the debates.

In the presente instance,the point raised is that rules 26 and 54 of the Orders of Council have been violated.The latter decrees that the reconsideration of motions made in connection with questions before the Council applies equally to the reconsideration of any question in Committee,and rule 26 defines in a clear & precise manner in what way a question may be reconsidered at the same or any other meeting.Therefore,

2-Conclusion.

Under the circumstances,we are of opinion that the question raised by Ald.Sadler when the order of the day was taken up,against the illegality of the procedure followed by the Finance Committee,when said reports were adopted,is in order and within the attributions of the City Council.

We have the honor,Etc.,

(Signed)L.J.Ethier,

J.L.Archambault,

Joint City Attorneys.

A.W.Atwater,

Consulting City Attorney.

Opinion de Messrs les Conseillers Atwater et Archambault

Reçu le 26 Sept. 1896

Rec'd Council Meeting 28 Sept. 1896

T. D. FORM 8.

Canadian Pacific Railway Company's Telegraph

TERMS AND CONDITIONS.

All messages are received by this Company for transmission, subject to the terms and conditions printed on their Blank Form No. 2, which terms and conditions have been agreed to by the sender of the following message. This is an unrepeated message, and is delivered by request of the sender under these conditions.

SIR WILLIAM C. VAN HORNE, President.
CHAS. R. HOSMER, Manager Telegraphs.
B. S. JENKINS, Supt., Winnipeg, Man.

HOMER PINGLE, Supt., Toronto, Ont.
J. WILSON, Supt., Vancouver, B. C.
JAMES KENT, Supt., Montreal, Que.

REC'D NO.	OFS. FROM	SENT BY	REC'D BY	TIME.	DATE.	SENT NO.	OFS. TO	SENT BY	REC'D BY	TIME.	DATE.
200	Mon			1233	11		81				

Received at

Check 46 From New Westminster BC Sept. 1898

To Mayor.

Montreal Q

Fire almost swept our city out of existence. There is need of immediate and generous help. hundreds of families are without shelter and food. We flash you the Call knowing that your response will be prompt and adequate to the need of the distressing situation

Thos Owens. Mayor

T. D. FORM I.

...an Pacific Railway Company's Telegraph

TERMS AND CONDITIONS.

All messages are received by this Company for transmission, subject to the terms and conditions printed on their Blank Form No. 2, which terms and conditions have been agreed to by the sender of the following message. This is an unrepeated message, and is delivered by request of the sender under these conditions.

SIR WILLIAM C. VAN HORNE, President.
CHAS. R. HOSMER, Manager Telegraphs.
B. S. JENKINS, Supt., Winnipeg, Man.

684

HOMER PINGLE, Supt., Toronto, Ont.
J. WILSON, Supt., Vancouver, B. C.
JAMES KENT, Supt., Montreal, Que.

REC'D NO.	OFS. FROM	SENT BY	REC'D BY	TIME.	DATE.	SENT NO.	OFS. TO	SENT BY	REC'D BY	TIME.	DATE.
718	Con	a	BB	6 8	13						

Received at New Westminster BC 13/9/1898

Check 14 DH1 Ex From

To R. A. Prefontaine,
Mayor,
Montreal.

The Citizens of New Westminster are very thankful for your prompt and generous assistance

Thos Owens,
Mayor

Sept 1898

New Westminster, B.C., Sept. 22nd 1898.

L. O. David Esq.
City Clerk.
Montreal, P.Q.

Dear Sir:-

Yours of the 13th inst. confirming your telegram instructing me to draw on the City of Montreal for $1000.00 is at hand.

Your very generous and prompt assistance to us in our affliction, calls forth our heartfelt thankfulness, being so much needed, so many of our people being left in destitute circumstances.

I have the honor to be Sir,
Your obedient servant
Thos Owens
Mayor.

Letter of thanks

Mayor of Aix Westminster

Presented to Council 10 Oct 1898.
Présenté au Conseil 18

filed

The Trades and Labor Congress of Canada.

ALLIED PRINTING TRADES UNION LABEL COUNCIL TORONTO, ONT.

OFFICE OF THE SECRETARY,
11 LOUISA STREET

Toronto Oct 12 1898

Dear Sir,

I beg to notify you, hon. Sir, that at the late session of the Trades & Labor Congress of Canada, held in the City of Winnipeg, it was decided that the next session of our organization would convene in your City — the City of Montreal.

Your kind and courteous telegram to Mr. Chatel was received with warm feelings by the delegates, and when the time came for selecting the next place of meeting Montreal was almost an unanimous choice.

Trusting that our meeting in your beautiful City will be as harmonious and as beneficial to the cause of labor as in the past,

I remain,

Hon. Sir,

Your obedient Servant

Geo. W. Dower

Secretary

His Worship
Raymond Prefontaine
Mayor of Montreal

Trades & Labor Council of Canada informing Mayor that the next session of the Council will be held in Montreal.

Presented to Council 17 oct. 1898
Presented to Council 18

filed

The Trades and Labor Congress of Canada,

OFFICE OF THE SECRETARY,
11 LOUISA STREET, * * *

Ottawa 25 1898

CABINET DU MAIRE

Montréal, 10th-Nov. 1898.

AU CONSEIL DE VILLE DE MONTREAL.

Messieurs:-

J'ai l'honneur de vous faire savoir que j'ai reçu, hier, une requête signée par 435 contribuables, attirant mon attention sur le danger qui pourrait résulter du fait que le service des vidanges et le nettoyage des rues avaient été discontinués.

J'ai aussi reçu, à ce sujet, une garantie de certains citoyens, ainsi qu'une résolution adoptée par le conseil provincial d'hygiène, le 9 courant.

Dans les circonstances, j'ai considéré que j'aurais manqué à mon devoir en ne faisant pas en sorte que, dans l'intérêt public, le service de l'enlèvement des vidanges fût repris, et que les rues, du moins celles qui sont dans un état de nature à menacer la santé publique, fussent nettoyées et arrosées.

J'ai par conséquent pris sur moi de donner les instructions nécessaires à l'Inspecteur de la Cité et à l'Ingénieur Sanitaire, et je leur ai demandé de faire faire l'ouvra-

(Sig.) R. Préfontaine.

Mayor.

Montréal, 18

ge le plus économiquement possible.

J'ai l'honneur de mettre devant vous tous les documents que j'ai reçus à ce sujet, afin que le Conseil soit parfaitement renseigné sur la question.

J'ai l'honneur d'être,

Messieurs,

Votre obéissant serviteur,

Maire.

To the City Council of Montreal.

Gentlemen,

I beg to inform you that I was in receipt, yesterday, of a petition signed by 435 ~~influential and responsible citizens~~ ratepayers, pointing out the danger which might result from the fact that the scavenging and street cleaning, throughout the City, had been discontinued.

I also received, in this connection, a guarantee from certain citizens, as well as a resolution adopted by the Provincial Board of Health, on the 9th. inst.

Under the circumstances, I considered that I would be remiss in my duty if I did not see that ~~that~~ the proper measures be taken in order that the scavenging might be resumed, and the streets, -at least those which are in such a state as to endanger public health, -might be cleaned and watered. I therefore took the responsibility of giving the necessary instructions to the City Surveyor and the Sanitary Engineer, urging them to perform the work with as little outlay as possible.

I beg to lay before you all the documents I received in this connection, in order that the Council may be fully informed on the matter.

I have the honor to be,

Gentlemen,

Your Obedient Servant,

(Sig.) R. Préfontaine.

Mayor.

"YOUR.

"Your Obedient Servant,"

Gentlemen,

I have the honor to be,

Yours on the matter.

In this connection, in order that the City Council may be fully informed I received Surveyor and the Sanitary Engineer, making them to perform the work with as little expense as possible.

I beg to lay before you all the documents I received

-ution, I be to inform you that I was in accordance with the request of a petition signed by 452 ratepayers and respectably the City, that the sewerage and street cleaning, throughout the City, had been discontinued.

I also received, in this connection, a resolution adopted by the Board of citizens, as well as a resolution adopted by the Board of health, on the subject.

Under the circumstances, I considered that I would be certain to be in the duty if I did not see that the proper measures be taken in order that the sewerage might be resumed, and the streets, at least the sewerage and water be in such a state as to endanger public health. It should be cleaned and watered. I therefore look the responsibility of giving the necessary instructions to the City Engineer and the Sanitary Inspector, making them to perform the work with as little expense as possible.

I beg to lay before you all the documents I received in this connection, in order that the City Council may be fully informed.

Yours on the matter.

"YOUR.

"Your Obedient Servant,"

Gentlemen,

I have the honor to be,

Yours on the matter.

In this connection, in order that the City Council may be fully informed.

I beg to lay before you all the documents I received

Mayor's letter re scavenging

Presented to City Council 11 Nov 1898

Presented to Council 18

To the City Council of Montreal.

Gentlemen,

I be to inform you that I was in receipt, yesterday, a petition signed by 452 ratepayers and respectable citizens, setting out the danger which might result from the fact that the sewerage and street cleaning, throughout the City, had been discontinued.

I also received, in this connection, a resolution adopted by the Board of citizens, as well as a resolution adopted by the Board of health, on the subject.

Under the circumstances, I considered that I would be certain to be in the duty if I did not see that the proper measures be taken in order that the sewerage might be resumed, and the streets, at least the sewerage and water be in such a state as to endanger public health. It should be cleaned and watered. I therefore look the responsibility of giving the necessary instructions to the City

LA CHAMBRE DE COMMERCE.

Montréal, 5 Novembre 1898. 189

Monsieur Raymond Préfontaine,

Maire de la Ville de Montréal,

Monsieur,

J'ai instruction de vous transmettre pour votre information et celle du conseil municipal de Montréal, une résolution de la Chambre de Commerce du District de Montréal relative au choix du site de la cale sèche projetée dans les plans d'améliorations du port de Montréal.

J'ai l'honneur d'être,

Monsieur le Maire,

Votre obéissant serviteur,

S. Coté

Secrétaire,

83, rue St. Jacques.

LA CHAMBRE DE COMMERCE

Assemblée générale,

Vendredi, le 4 Novembre 1898.

Monsieur Damase Masson, Vice-Président, au Fauteuil.

Après délibération:-

Sur la proposition de Mr. H. A. A. Brault, secondé par Mr. Jos. Haynes:-

CONSIDERANT:- Que la Cité de Montréal est intéressée aux améliorations du port et qu'elle a contribué pour un montant considérable à faire du port de Montréal un port national.

CONSIDERANT:- Qu'au nombre des améliorations absolument nécessaires dans l'opinion du commerce de Montréal se trouve l'établissement d'une cale sèche, amélioration qui avait été demandée depuis un grand nombre d'années et qui a été décrétée par le Parlement Fédéral à sa dernière session.

CONSIDERANT:- Que l'établissement de telle cale sèche n'est que le commencement d'autres grandes améliorations, tel qu'élévateurs et hangars permanents à l'abri des inondations et de bassins de déchargement et chargement auxquels un accès facile aux différentes compagnies de chemin de fer transportant les produits de l'Ouest pour expédition dans les différentes parties du monde.

CONSIDERANT:- Que toutes ces améliorations ne peuvent avantageusement être faites qu'en bas du ruisseau Migeon de manière à accommoder tout le commerce du pays.

CONSIDERANT:- Qu'il y a lieu pour cette Chambre de réaffirmer son opinion sur ce sujet.

IL EST RESOLU:- Que dans l'opinion de cette Chambre, la cale sèche et l'établissement de quais aux niveaux prévus dans la

loi

loi adoptée durant la dernière session du Parlement devrait se faire dans les limites de la Cité de Montréal ou dans un territoire aussi rapproché que possible de la dite Cité.

Que copie de la présente résolution soit transmise à la Commission du Havre de Montréal, au Conseil de Ville de Montréal et à l'Honorable Ministre des Travaux Publics.

Pour copie conforme.

Le Secrétaire,

S. Coté

Resolution de la Chambre de Commerce du District de Montreal, à l'effet que la cale sèche soit construite dans les limites de la cité de Montreal ou aussi près que possible.

Presented to Council 14 Nov 1898
Présenté au Conseil 18

Jobb

Solemn Mass will be held at the St. James Cathedral at which His Grace the Archbishop of Montreal will be present, on Friday the 2nd of December next at 10 am. to which you are respectfully invited.

Owing to the existing Court mourning for the late Empress Elisabeth, no further celebration will be held.

I have the honor to be

Sir,

Your obedient servant

Schultze

Consul.

K.u.K. OESTERREICHISCH-UNGARISCHES CONSULAT
MONTREAL, CANADA.

Nov. 26/98.

Sir,

I have the honor to inform you that in commemoration of the fiftieth anniversary of the accession to the throne of His Imperial and Royal Apostolic Majesty Francis Joseph of Austria-Hungary

Sir

His Worship
Mayor Prefontaine
and Honorable Councillors.
Montreal.

Moved by Alderman }
Proposé par l'Echevin } .....

Seconded by Alderman }
Appuyé par l'Echevin } .....

Mr le Maire,

Veuillez donc informer le conseil que je résigne ma position comme membre de la commission de la santé

Beaufrenoy

28 Xbre 1898.

Montréal, 28 novembre 1898

Monsieur le Maire,

veuillez informer le Conseil que je résigne par la présente ma position de membre du comité de la Charte et le prier de me nommer un successeur.

Je vous obligerez votre bien dévoué
D. Beausoleil

Raymond Préfontaine Esq
M.C.P.
Maire de Montréal
Ville

Résignations des
Ech. Beausoleil x
Martineau

Received in Council 28 Nov 1898
Reçu en Conseil 18

Referred to Withdrawn
Renvoyé à

Département en Loi. *Montréal,* 28 Novembre *189* 8.

A SON HONNEUR le MAIRE et aux ECHEVINS
de la Cité de Montréal.

Messieurs,

Conformément à une résolution de Votre Conseil en date du 26 septembre dernier , demandant une liste de jugements rendus contre la Cité avec le nom du demandeur, le montant réclamé et la nature de l'action, nous avons l'honneur de vous soumettre l'état suivant des causes où la ville a succombé en partie ou en totalité depuis le 26 septembre 1898,- nous réservant cependant de soumettre à une prochaine assemblée,(si Votre Conseil le désire,) une liste complète de jugements rendus en faveur de la Cité depuis le commencement de l'année courante.

Demdr	Montant récl.	Nature d'actn.	Jugt.
Ives, William C.	$ 102.	Eclairage Drexel.	$ 102.
O'Connell, Thomas.	1,033.23	Ouvrages faits.	1,033.23
Nantel, Charles.	30.	Accdt de voiture.	30.
Laverty, Robert.	37.50	do	37.50
Lauzon & vir, Emma.	200.	Chute dans excavn.	200.
Berthiaume, Jos. Elzéar.	40.	Trav. de touage.	40.
Duclos, Alexandre.	77.30.	Accdt de voit.	67.
Chevrier & al., J.L.N.	1,536.84	Réparatns,firimite.	1,536.84

Collins

Demdr	Montant récl.	Nature d'actn.	Jugt.
Collins, Ellen.	$3,000.	Chute sur trot.	$ 800.
Cadieux, Hector G.	3,805.60	Honor.d'expert exprns ann.1894.	3,805.60
Hogan, Henry.	3,705.80	Val. de terrain rue N.-Dame est.	3,436.60
O'Donnell & vir, Ellen.	899.99	Chute sur trot.	899.99
Bourassa, Jos. S.	99.	Inond. de cave.	10.
Chartrand, Amélie.	50.	Chute sur trot.	30.
Poole, Alexander.	96.	Inond. de cave.	35.
Provost, Moise.	6,200.	Accdt de voiture.	1,000.
Smith, Delle Agnès.	99.	Inond. de logemt.	35.
Décary, Alph. C.	50.	Répétitn, égout rue StAntoine.	50.
Grignon, Adrien.	4.50	Ouvrages faits.	4.50
Mc Goun jr, Arch.	31.	Accdt de voiture.	31.
Lapierre, J.-Bte.	25.	Chute sur trot.	25.
Mattalia, Giacomo.	50.	Rech. par détectives.	50.
Reinhardt, Charles S.	12,500.	Changemt de niveau, connectns d'égout etc.	4,906.92

Nous avons l'honneur d'être, Messieurs,

Vos très-humbles et obéissants serviteurs,

S. Ostrer

J. L. Archambault

Avocats de la Cité.

Statement of City attorneys re judgments vs the city

Presented to Council 28 Nov 1898
Printed in Council 18

Table

Département en Loi. Montréal, 9 Décembre 1898. 189

A

SON HONNEUR le MAIRE et aux ECHEVINS

de la Cité de Montréal.

Messieurs,

re Rôle de cotisation pour l'expropriation

de la rue St Nicolas.

Le rôle de cotisation spéciale pour la répartition du coût de l'élargissement de la rue St Nicolas vient d'être annulé par un jugement de la Cour d'Appel confirmé par la Cour Suprême, par suite d'une grave erreur de la part des commissaires dans l'évaluation d'un des immeubles compris dans les limites de la cotisation.

Comme il est urgent de refaire ce rôle dans le plus court délai possible, j'avise respectueusement Votre Conseil d'adopter une résolution à l'effet d'enjoindre aux avocats de la Cité d'instituer immédiatement les procédures nécessaires pour la confection d'un nouveau rôle suivant les formalités de la loi.

J'ai l'honneur d'être, Messieurs,

Votre très-humble et obéissant serviteur,

C. D. Ethier

Avocat de la Cité.

Opinion des
Avocats

re Rôle de cotisation
expropriation de la rue
Nicholas

Presented to Council.....18
Presented in Council 9 Dec 1898

Département en Loi. Montréal, 12 Décembre 1898.

A

SON HONNEUR le MAIRE et aux ECHEVINS

de la Cité de Montréal.

Messieurs,

re Motion de reconsidération à une séance

d'une assemblée ajournée.

La question qui nous a été soumise par Votre Conseil, par résolution du 9 décembre courant, est de savoir si une motion pour reconsidérer un vote du Conseil adoptant la section 10 du chapitre III des amendements à la charte, devait être décidée par le vote affirmatif de la majorité de tout le Conseil, ou bien simplement par un vote de la majorité des membres présents.- En réponse nous avons l'honneur de vous soumettre respectueusement l'opinion suivante.

Les minutes du Conseil font voir que la séance du 9 courant était un ajournement d'une séance spéciale du premier décembre; or, d'après l'interprétation que nous donnons de la loi concernant les assemblées des corps publics et des règles du Conseil (règle 26), une assemblée régulièrement ajournée est une continuation de la première, et elle ne forme avec elle qu'une seule et même assemblée, où l'on peut discuter, régler et terminer toutes les questions portées à l'ordre

du

du jour.

Le terme " séance" est synonyme du mot " assemblée", puisque l'expression anglaise " sitting" signifie"le temps pendant lequel est assemblé un corps délibérant.

Dans l'espèce la règle 26 a son application, et il suffit d'un vote de la majorité des membres présents pour décider la dite motion de reconsidération.- C'est la règle invariable suivie depuis nombre d'années par Votre Conseil, et elle est conforme à une opinion déjà exprimée par notre collègue, Monsieur Roy, en 1889.

Nous avons l'honneur d'être, Messieurs,

Vos très-humbles et obéissants serviteurs,

C. Doherty

L. L. Archambault

Avocats de la Cité.

Avocat Consultant de la Cité.

Opinion des
avocats de la Cité
re Reconsideration
16 déc. 1898

Montréal, 19 Décembre, 1898.

A SON HONNEUR LE MAIRE,

Monsieur Raymond Préfontaine.

Nous sousignés Echevins de la Cité de Montréal, prions Votre Honneur de bien vouloir convoquer une assemblée spéciale du Conseil de Ville de Montréal, pour ~~jeudi~~ vendredi le ~~22~~ 23 courant @ 3 heures P.M. afin de prendre en considération l'avis de motion par l'Echevin Marsolais, sur la nomination d'un notaire de la Cité, et toutes les autres questions qu'il plaira à votre Honneur d'ajouter.

Montréal, 19 Décembre, 1898.

G. Marsolais
Louis Lacoste
J. Wilson
H. Dupré
T. Kinsella
P. E. Pogotte
D. Guerin
R. Dufresne
Jos. Bernier

Convocation

d'une séance du Conseil

19 déc. 1898.

Québec, 22 décembre 1898

Monsieur L.O. David,

Greffier de la cité,

MONTREAL.

Cher monsieur David,

J'ai recu hier votre lettre, laquelle, probablement par inadvertance, a été datée du 20 septembre, ainsi qu'une partie du bill concernant la charte de la cité de Montréal. Vous avez bien fait de partager l'espérance de Monsieur le Maire que M. Oliver et moi-même ne vous causerons aucun ennui. Nous avons à coeur d'aider le passage de notre bill à travers toutes les phases de procédure auxquelles il est assujéti. Vous avez été bien inspiré de nous envoyer votre bill avant de le transmettre aux imprimeurs; d'après les règles de la Chambre, en effet, nous devons l'examiner afin de faire notre rapport avant qu'il soit remis entre les mains des imprimeurs. Il va être assez difficile, sinon impossible, de faire ce rapport avant que nous ayons tout le bill, car la signification que, par le chapitre des interprétations, vous pourrez attribuer à certains termes, pourra modifier l'étendue légale de certaines clauses.

Je ne suppose pas que vous retardiez longtemps avant d'envoyer les articles interprétatifs, et il sera plus sage, avant que nous l'examinions pour faire notre rapport, d'avoir le bill en entier. Je crois que cette manière de procéder, loin de retarder votre mesure, sera de nature à en hâter le dépôt devant la Chambre, car il y aura moins de corrections et l'impression s'en pourra faire plus rapidement.

Le fait que les articles ne sont pas numérotés consécutivement vous a sans doute empêché de faire, dans les différents articles, les renvois d'un article à un autre d'une manière définitive. De plus, j'ai trouvé, en le parcourant rapidement, plusieurs clauses que, de toute nécessité, il va falloir changer comment voulez-vous que ces changements et la mise en bonne forme soient accomplis?

Il sera peut-être mieux, quand vous aurez tout le texte, que vous veniez ici, ou, si vous le préférez, que je me rende à Montréal, et nous pourrons aviser à ce qu'il y a de mieux à faire pour mener à bon terme votre travail.

Nous nous tiendrons à votre disposition, et comme par le passé, vous pouvez compter sur notre concours.

Votre bien dévoué,

Charles Langelier

22 déc. 1898

C. Lanctot re

Bill de la charte refondue de la Ville

Conseil
1ère série
Dossiers

Government House,
Ottawa
29th December 1898

Sir

I am desired by His Excellency The Governor General to convey to you, and through you to the Aldermen and citizens of Montreal, his high sense of the manner in which he was received on the occasion of his first visit to your City as the Representative of Her Most Gracious Majesty The Queen.

His Excellency instructs me especially to convey to Your Worship, and

His Worship
The Mayor of Montreal
City Hall
Montreal

and to your Colleagues in the Civic Government of Montreal, his best thanks for the kindness and cordiality which distinguished the reception accorded to him.

I have the honour to be
Sir
Your obedient Servant
T. G. Drummond.
Major
Gov: Genls: Secy.

Copy of H.E. the
Gov. General expressing
thanks for reception
given His Excellency in
the City Hall.

29 Dec. 1898

Département en Loi.

Je, soussigné, déclare avoir pris communication de l'acte d'arrangement ci-annexé entre la Cité de Montréal & "Bellhouse, Dillon & Co."; et je certifie qu'il est conforme aux intentions et recommandations du Comité des Chemins suivant résolution ci-jointe.

Montréal, 30 Décembre 1898

[illegible]
Avocat de la Cité.

Agreement about the returning of a deposit in connection with the contract for paving Craig St. between The City of Montreal and Bellhouse Dillon & Co

1898

On this day of the month of in the year of Our Lord eighteen hundred and ninety

Before Me VICTOR MORIN, the undersigned notary public for the Province of Quebec, in Canada, residing and practising in the city of Montreal, in the said province.

CAME AND APPEARED :

" THE CITY OF MONTREAL", a body politic and corporate, having its office or principal place of business at the City Hall, in the East ward of the said city of Montreal, herein represented and acting by His Worship the Mayor of the said City, RAYMOND PREFONTAINE, Esq., residing in the said city of Montreal, advocate and Member of Parliament,

PARTY HERETO OF THE FIRST PART ;

And the commercial firm of " BELLHOUSE,DILLON & CO", importers and contractors, doing business as such in the said city of Montreal, herein represented and acting by

of the said city of Montreal, one of the members of the said firm,

PARTIES HERETO OF THE SECOND PART.

Which parties hereto have declared to the undersigned notary:

That by deed of contract passed before Victor Morin, the undersigned notary, on the fourth day of August last (1898), the said Bellhouse, Dillon & Co have undertaken and contracted for the supplying and laying of asphalt pavement to be made in Craig street of the said city of Montreal for the said party hereto of the first part, under the terms and conditions recited in the said contract, as well as in the specifications annexed to the same, a copy of which specifications is also hereto annexed signed by the parties hereto and the undersigned notary NE VARIETUR.

That according to the terms of the said contract

contract and of the said specifications, a deposit of fifteen hundred dollars ($1500.00) has been made by the said contractors in the hands of the City of Montreal aforesaid for security of the fulfilment of the said contract, and that by clause 46 of the said specifications, it is stated that such deposit shall be retained and held as security without interest for the signing of the contract, the proper fulfilment of the terms and conditions of the same, and until the whole of the work is completed to the satisfaction of the City-Surveyor and of the Road Committee.

That the said contractors have commenced said pavement according to the said contract, and have continued the works thereof as long as they were ordered to do so by the City-Surveyor.

That the said Bellhouse, Dillon & Co have asked the City of Montreal aforesaid to return them the said sum of fifteen hundred dollars, amount of their said deposit, offering to waive said clause No 46 of the said specifications as well as all other clauses of the said contract relating therewith, so that the returning of the said deposit may not be construed as being an acceptation of their said works on the part of the City of Montreal aforesaid.

That the said City, through its Road-Committee, has agreed to return said deposit under such conditions, as appears by a resolution of the said Road Committee passed at its meeting of the twenty-eighth day of December a copy whereof shall remain hereto annexed signed by the undersigned notary NE VARIETUR.

Wherefore the said Bellhouse, Dillon & Co, represented as aforesaid, acknowledge to have received from The City of Montreal aforesaid the said sum of fifteen hundred dollars deposited by them in connection with the said contract for the purposes above mentioned, and in consideration thereof they agree with the said City , accepting thereof, to waive said clause No 46 of the specifications above

mentioned

mentioned as well as any other clauses in the said contract which may relate thereto, acknowledging that the said deposit was so returned to them by the said City without having received and accepted as complete the said paving of Craig street, and agreeing that the returning of the said deposit shall not be construed as an acceptation of the said work, but that on the contrary their liability shall rest with the said City, subject to the final approval of their said works by the said City through its City-Surveyor and Road Committee, according to the terms of the said contract and specifications in the same way as if the said deposit had not been returned.

These presents being entered into on the part of the said City of Montreal in accordance with the resolution of its Road Committee above mentioned and hereto annexed, have been ratified by the Council of the said City, as appears by a resolution passed at its meeting held on the

a copy whereof shall also remain hereunto annexed signed by the undersigned notary NE VARIETUR.

The said Bellhouse, Dillon & Co shall pay the cost of these presents and of a copy thereof for the said City.

THUS DONE AND PASSED at the said city of Montreal, on the day, month and year hereinabove firstly written, under the number four thousand

of the repertory of Me Victor Morin, the undersigned notary.

And after due reading, the said parties have signed these presents, and

has countersigned the same and has affixed thereto the seal of the Corporation of the said City, the whole in the presence of the said notary who has also signed.

Subject

Percival W. St-George, Surveyor
John R. Barlow, Deputy "
Alfred Brittain, Asst. "

City Surveyor's Office,

Montreal, December 29th. 1898. 8.

Victor Morin Esq.
Notary,
City.

Dear Sir.

I beg to enclose herewith a draft of a proposed discharge on the part of Messrs.Bellhouse,Dillon & Co.to the City of Montreal whereby they agree to waive clause No.46 of the specification of their contract with the City of Montreal for the paving of Craig Street,in favor of the City, provided that their deposit of Fifteen hundred dollars ($1.500.00) made with their tender for the paving of Craig Street is returned them. As said specification has been approved of and accepted by the City Council on which the above mentioned contract is based, it, will be necessary to have a notarial deed prepared as soon as possible embodying the above mentioned discharge which is recommended by the Road Committee by resolution passed December 28th.1898,instructing the City Surveyor to draft a discharge which shall be approved of by the City Attorney by which the said contractors agree to waive the said clause No.46 of specification in favor of the City if their deposit is refunded them;and as it is at the City Attorney's request that a deed to that effect be prepared at once I would kindly asked that said deed be prepa--red immediatly and transmitted to the City Attorney and to the City Surveyor for approval so that it can be sent to Council without any fur--ther delay.

Your obedient servant,

Geo. J. Reid

Secretary of the Road Committee.

WE the undersigned Contractors acknowledge having received our deposit of Fifteen hundred dollars ($1.500.00) made with Tender for the paving of Craig Street,as per Specification clause No.46 in which it is stated that the said deposit shall not be returned until the work shall have been completed to the satisfaction of the City Surveyor and the Road Committee, agree to waive this clause in our Specifications and Contract and acknowledge that the Road Committee and the City Surveyor have returned our deposit of Fifteen hundred dollars($1500.00) made with the above mentioned tender without having received or accepted as complete the said paving of Craig Street.

Montreal

1898

CITY OF MONTREAL

ROAD DEPARTMENT

SPECIFICATION

FOR

Paving a Part of Craig Street

1. The Street may be paved with Granite, Scorias, Belgian Blocks, or Massillon Bricks, Trinidad Rock or Alcatraz Asphalt, or Asphalt and Blocks combined. The Road Committee therefore invite, tenders for each of these kinds of pavements, not binding themselves to accept any tender, but the tenderers binding themselves to accept any portion of the work whether supply of material or labor of laying the pavement, which the Road Committee may award them, under the penalty of forfeiting the money deposited with the City as guarantee of good faith with this tender.

Supply of Blocks for Paving.

Blocks.

Size and Shape.

2. The Paving Blocks may be of Granite, Porphyry, Scoria or Massillon, and must not in length be more than (14") fourteen inches, nor less than (8") eight inches; in width not more than ($4\frac{1}{2}$") four and a half inches, nor less than (3") three inches; they must all be of a uniform depth of (5") five inches for stone and 4 inches for Scoria Blocks or Massillon Bricks. The paving blocks must be dressed to present rectangular faces, the six sides of each block must be perfectly true and free from hollows, windings or projections; all blocks whose faces vary more than ($\frac{1}{4}$") a quarter of an inch from a rectangular shape, and all blocks having projections or hollows greater than ($\frac{1}{4}$") a quarter of an inch on the top, bottom, end or side faces shall be rejected.

Sample.

3. A sample of the material to be supplied must be sent into the City Surveyor's Office, together with the tender, and the sample must fairly represent the material to be furnished, and will be retained for reference, in case of any dispute as to the quality of the material delivered on the contract.

Inspection and Rejection of Materials Supplied.

Inspection.

4. The City Surveyor shall appoint Inspectors to inspect all materials when delivered on the works, and any inspection desired by the Contractors before delivery shall be charged to the account of said Contractors and the cost thereof deducted from any amount due or that may become due to said Contractors; but all inspection before delivery or after delivery will not preclude their inspection when laid in the works, and materials if found defective shall be rejected and deducted from any previous estimates.

Rejected materials to be immediately removed from the line of the works.

5. All rejected materials shall be immediately removed from the works, by the Contractor, and should the Contractor refuse or neglect to remove any such rejected materials, the City Surveyor shall have power, upon giving (24) twenty four hours notice, in writting, to remove such materials, and all expense incurred thereby will be deducted from any sum or sums due or to become due to the Contractor.

Measurement.

6. The blocks will be measured when laid on the works, but the City Surveyor may give an approximate estimate on account, taking as basis of his calculations, after test, the average number of blocks to the square yard before being laid, less a retainer of 15 per cent.

Orders.

7. The Contractor shall deliver the blocks at his contract price, at whatever points within the City and at the time determined, in quantities and in the manner required by the City Surveyor, who may order the blocks to be delivered along the line of works where it is intended to lay them.

Depots.

8. All orders for the delivery of blocks shall be given, in writing, by the City Surveyor, and no deviation from such orders shall be allowed, unless permission for the same be given, in writting, by the City Surveyor or his authorized Assistant.

Delivery of Blocks to begin.

9. Ten days after the signature of his contract, the Contractor will commence delivering the blocks, and will continue delivering the same at the rate of 200 sq. yards, per day.

Completed.

10. The whole of the blocks ordered to be completed according to the true meaning and intent of this specification and to the satisfaction of the Road Committee and City Surveyor, on or before the 1st day of September, 1898.

Delivery if not satisfactory.

11. Should the delivery of the blocks not progress to the satisfaction of the Road Committee and City Surveyor, the latter shall have the power, on giving 48 hours notice in writing to the Contractor, to either employ other parties to push the work to his satisfaction, the expenses of which shall be charged to the Contractor, or to take the work from the Contractor and to do it himself and charge any excess of cost over the contract price, to the Contractor.

Non completion of Contract, in time.

12. For any blocks not delivered after the 1st day of September 1898, new tenders may be called, and the original contractor shall be responsible for any excess in price, between his contract, and the new one.

Laying the Pavement.

Preparation of foundation.

Removal of surplus material, etc.

13. The Contractor shall take the Street as he finds it, and shall level up the present foundation with Concrete to such grade as the City Surveyor shall designate; he shall take up and remove all the material which it is necessary to remove and cart them to any place in the City ; which the City Surveyor may designate, at his own expense.

Wooden Blocks the property of the City.

14. The wooden blocks with which the Street is at present paved are the property of the City and must be carefully taken up by the Contractor and piled to one side.

Concrete.

Proportions.

Method of mixing.

15. The Concrete shall be of artificial Portland Cement in the proportion of one measure of Portland Cement, three measures of clean sharp river sand, and six measures of broken stone which must be new and broken to (2½") two and a half inch cubes ; the cement and sand shall be mixed dry, then water added in only sufficient quantity to form a mortar ; the broken stone having been first wetted shall then be added and the mass turned over and worked until the broken stone is covered completely with the mortar.

Brands of Cement.

16. The Concrete may be made from any of the following brands of Cement : Alsen, Condor, Josson, White Bros., Johnson, Knight, Bevan & Struge, or Dyckerhoff.

Laying the concrete.

17. The Concrete shall be placed in a proper position and then rammed with wooden rammers until thoroughly compacted and has a clear mortar surface, which surface shall be exactly parallel to the finished pavement.

Expeditiously laid.

18. The whole operation of mixing and laying each batch must be performed as expeditiously as possible, by the employment of a sufficient number of skilled men.

Concrete to set for 7 days.

19. The Concrete foundation shall be allowed to set to the satisfaction of the City Surveyor which shall be at least (7) seven days before the paving is laid on it.

Cement.

Quality.

20. The Cement is to be slow setting and of the best quality of strongly burned artificial PORTLAND, freshly ground. It shall weigh not less than 110 pounds to the striked bushel when loosely filled in the measure, nor shall less than 90 per cent pass through a sieve of 5625 meshes to the square inch.

Tensile strength.

Briquettes of Cement " both neat and mixed with sand " gauged as stiff as possible and kept in water at a temperature of 60° Fahn. for one day, and six days in the air, and also six days in water and one day in the air, shall at the end of the seven days have a minimum tensile strength per square inch of for :—

Neat Cement	350 lbs.
1 Cement to 3 Sand	90 "

The tests for one day in water and twenty-seven days in the air or twenty-seven days in water and one day in the air, shall at the end of the twenty-eight days have a minimum tensile strength per square inch of for :—

Neat Cement	500 lbs.
1 Cement to 3 Sand	170 "

Tests from every tenth barrel must give an average up to the above with not more than two (2) per cent of the tests below the minimum.

No wheeling on Concrete.

21. No carting or wheeling will be allowed on the concrete until it is sufficiently set, and then only on planks laid down for the purpose.

Laying Block Pavement.

Laying Blocks.

22. The blocks are to be laid at right angle to the line of street, except at intersections of streets, where they will be laid at an angle of 45°. The blocks will be laid on a bed of clean sharp river sand one inch thick, except for an average width of (10") ten inches on each side of the street railway rails, where the blocks shall be laid on a bed of cement grout made of cement,

Gravel in joints of Granite.

No gravel in joints of Scoria blocks.

sand and fine gravel in the proportion of one of each; each row of blocks must be of uniform width and depth and so laid that all longitudinal joints shall be broken by a lap of at least (2") two inches, and the joints to be not more than (½") half an inch The blocks shall than be consolidated by ramming until they are in a firm unyielding bed with uniform surface.

The joints of the Granite or Porphyry blocks shall then be filled with gravel to within two inches of the top, but the joints of the Scoria or Massillon blocks shall have no gravel in them, after the joints are prepared as described there shall be poured into them boiling paving cement, heated to a temperature of 300 degrees Fah. until the joints are full and will take no more.

Description of Paving Cement.

23. The paving cement to be used in filling the joints between the paving blocks, shall be composed of 20 parts of refined Trinidad asphalt, of a quality to be approved by the City Surveyor and 3 parts of residium oil, mixed with 100 parts of coal tar, which shall be obtained from the direct distillation of coal tar, and shall be the residium therefrom, and shall be such as is ordinarily numbered 4 at the manufactory. The contractor must furnish the City Surveyor with the certificate of the manufacturer or refiner that the materials are of the kind specified. The coal tar, oil and asphalt must be heated and mixed in the proportions named, on the work, as needed for immediate use.

Trinidad and Alcatraz Asphalt Paving.

Cushion Coat.

Wearing surface to be two inches think.

24. Upon the concrete foundation a cushion coat, shall be laid of fine gravel mixed with the asphalt and rolled to a thickness of (1") one inch; upon this coat the wearing surface shall be laid which after rolling shall have a thickness of (2") two inches, the basis of which, or paving cement must be pure asphaltum, unmixed with any of the products of coal tar.

The wearing surface will be composed of:

1. Refined asphaltum.
2. Heavy petroleum oil.
3. Fine sand, containing not more than one per centum of hydro silicate of alumina.
4. Fine powder of carbonate of lime.

The asphaltum must be equal in all respects to that obtained from the "Pitch Lake" on the Island of Trinidad, and must be specially refined and brought to a uniform standard of purity and gravity, of a quality to be approved by the City Surveyor.

The heavy petroleum oil must be freed from all impurities and brought to a specific gravity of from 18 to 22 degrees Beaume, and a fire-test of 250 degrees Fahrenheit.

From these two hydro-carbons shall be manufactured an asphaltic cement which shall have fire-test of 250 degrees Fahrenheit, and, at a temperature of 60 degrees Fahrenheit, shall have a specific gravity of 1·19 said cement to be composed of 100 parts of pure asphalt, and from 15 to 20 parts of heavy petroleum oil.

The asphaltic cement being made in the manner above described, the pavement mixture must be formed of the following materials, and in the proportions stated:

Asphaltic cement	from	12 to 15
Sand	from	83 to 70
Pulverized carbonate of lime	from	5 to 15

The sand and asphaltic cement are to be heated separately to about 300 degree Fahrenheit. The pulverized carbonate of lime, while cold, shall be mixed with the hot stand in the required proportions, and then mixed with the asphaltic cement at the required temperature, and in the proper proportion, in a suitable apparatus, which will effect a perfect mixture.

The pavement mixture prepared in the manner thus indicated, must be brought to the ground in carts, at a temperature of about 250 degrees Fahrenheit, and if the temperature of the air is less than 50 degrees, iron carts, with heating apparatus, shall be used in order to maintain the proper temperature of the mixture; it shall then be carefully spread by means of hot iron rakes, in such manner as to give a uniform and regular grade, and to such depth that after having received its ultimate compression, it will have a thickness of 3 inches. The surface shall then be compressed by hand-rollers, after which a small amount of Portland cement shall be swept over it, and it shall then be thoroughly compressed by a steam-roller weighing five tons; the rolling to be continued for not less than 5 hours for every 1000 yards of surface. The powdered carbonate of lime shall be of such degree of fineness that 5 to 15 per centum by weight of the entire mixture for the pavement shall be of an impalpable powder of limestone, and the whole of it shall pass a No. 26 screen. The sand shall be of such size that none of it will pass a No. 80 screen, and the whole of it shall pass a No. 10 screen. In order to make the gutters, which are consolidated but little by traffic, entirely impervious to water, a width of 12 inches next the curb stone must be coated with hot pure asphalt and smoothed with hot smoothing irons in order to saturate the pavement to a certain depth with an excess of asphalt.

Rock Asphalt Pavement.

Rock Asphalt Pavements.

25. Rock Asphalt shall be natural bituminous limestone rock:

(1) From the Sicilian mines of Ragusa and the German Mines at Ver Wohle, equal in quality and in the proportions of its composition to that mined by the United Limmer and Ver Wohle Rock Asphalt Company, Limited.

(2) From the Swiss Mines at Val de Travers, equal in quality and composition to that mined by the Neufchatel Rock and Asphalt Company, Limited, or (3) from the French mines at Seyssel, equal in quality and composition to that mined by the Compagnie Générale des Asphaltes de France, and it shall be prepared and laid as follows:

(1) The lumps of rock shall be, after being mixed in the proper proportions, finely crushed and pulverized, the powder shall then be passed through a fine sieve. Nothing whatever shall be added to or taken from the powder obtained by grinding the bituminous rocks. The powder shall contain 9 to 12 per cent natural bitumen, 88 to 91 per cent pure carbonate of lime, and must be free from quartz, sulphates, iron pyrites or aluminum. (2) This powder shall be heated in a suitable apparatus to 200 or 250 degrees Fahrenheit, brought to the ground at such temperature, in earts made for the purpose, and then carefully spread on the concrete foundation previously prapared, to such depth that after having received its final rolling, it will have a thickness of 2½ inches. (3) It shall be skillfully compressed by heated rammers until it shall have the required thickness of 2½ inches. (4) The surface to be rendered perfectly even by heated smoothers and be rolled with a roller weighing not less than five tons the rolling to continue for not less than 5 hours for every 1000 yards of surface. After the completion of the work, and whenever the City Surveyor shall so direct, the surface of the pavement must be sprinkled with clean, sharp river sand.

Patent.

26. If the pavement or machinery is patented in Canada, the letters patent duly certified by the Dominion authorities must accompagny the said tender, and in case no patent is claimed for the pavement or machinery the tender must be accompanied by a guarantee that the City of Montreal will not be subject to the payment of any claim for royalty, or other compensation based upon an alleged infringement of any patent.

Samples.

27. The contractor must deposit with the City Surveyor, before tendering, samples of materials he intends to use, as follows :

1st Specimens of asphaltum and of asphaltic cement.

2nd. A statement of the elements of the composition of the bituminous cements used in the composition of the paving surface.

3rd. Specimens of sand intended to be used.

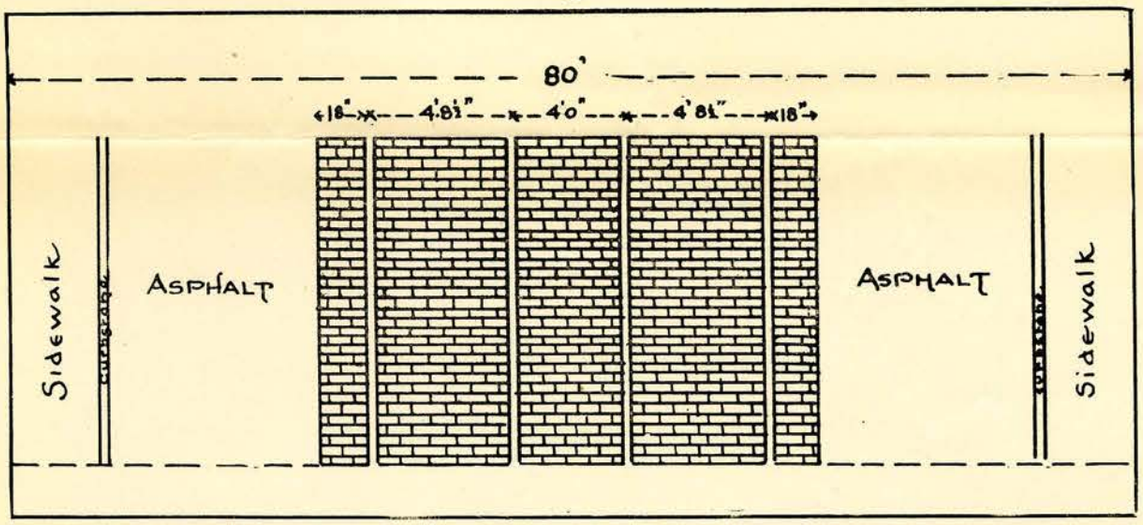
4th. Specimens of pulverized carbonate of lime intended to be used.

5th. Specimens of the Asphaltic rock, with a certificate or other evidence that it is of even fabric and a product of the first quality and from the mines designated.

Street Railway Track to be paved with blocks.

28. If the street is paved with Asphalt the tracks and (18") eighteen inches on the outside of them shall be paved with blocks in the manner described in clauses relating to block paving and as shown in accompanying diagram.

Diagram.



Street Railway Tracks to be lined and graded by the M. S. R. Ry. Co. No compensation for delay.

29. If when the work of paving is commenced it is found necessary to line and grade the tracks of the Street Railway Co., the paving contractor shall allow the Montreal Street Railway Co. to do all that is necessary to make said tracks conform to the lines and grades of the pavement as laid down by the City Surveyor and he shall not claim compensation for any delay to his work that may be occasioned thereby nor shall he throw obstacles in the way of those doing that work.

Relaying curb-stone.

30. The City shall replace and set such chainstone on the line of work as may be required.

Relaying crossings. How paid.

31. The contractor shall take up and relay such crossing flags as the City Surveyor may order, they are to be laid on a bed of sand (2") two inches thick, he shall also level up the present foundation with concrete to such grade as the City Surveyor may designate, flags to break joint by not less than ten (10") inches. The price for this work shall be the same as that for laying blocks.

Plant, etc.

32. The contractor is to provide all necessary labor, cartage, tools, fencing, lighting, notice boards, watchmen, etc., and all necessary plant, at his own cost.

Lines and grades.

33. The contractor shall conform to the lines and grades, and any other general or special directions given him by the City Surveyor or his Assistant, in regard to the method of carrying out the works.

No damages claimed for delay in delivering materials.

34. Should the delivery of materials be delayed and not progress in time to keep pace with the laying, it is well understood that the contractor doing the laying shall have no claim for damages against the City.

Damage.

35. All loss or damage arising from floods or from any unforeseen or unusual obstruction, or difficulties which may be encountered in the prosecution of the work, will be sustained by the contractor.

Accidents.

36. The contractor shall provide the necessary means to prevent accidents, and he shall be held responsible for all damages which may, in any way occur, in connection with the work.

Extras.

37. It will be necessary for the contractor to obtain a written order, from the City Surveyor, before proceeding with any work which may be charged as an extra, and absolutely no claim for such will be considered unless the contractor produces such written order, and on which a price shall be stated.

Supervision and measurements.

Inferior material and work to be rejected City not bound to accept.

38. The work shall be done under the supervision and direction of the City Surveyor, by whose measurements and calculations all the quantities and amounts, under this contract, shall be determined, and the said Surveyor shall have full power to reject or condemn all work or materials which, in his opinion, do not fully conform to the spirit of the specification. The measuring of the work and the payment of any of the estimates does not bind the City to finally accept the work, and can reject any materials or work at any time after and the contractor must make good and replace the same to the satisfaction of the City Surveyor.

Progresss estimates.

39. During the progress of the work payments will be made monthly upon a certificate from the City Surveyor less (10 °/₀) ten per cent.

10 % to be retained by the City as guarantee.

40. The City shall retain as guarantee for the proper execution of the work (10 °/₀) ten per cent of the cost of the asphalt pavement, for ..... years dating from the completion of the work.

Term of guarantee for asphalt.

41. Tho contractor must guarantee that the Asphalt pavement as laid shall cost the City nothing for repairs during a term of ..... years from date of completion of work, and at the end of said term of ..... years, the pavement shall be put in such condition as shall be acceptable to the City Surveyor and the Road Committee.

10 % to be retained on block paving for one year.

42. In the case of Block paving the City shall retain (10 °/₀) ten per cent of the cost of laying the blocks for one year after the completion of the work at the end of which time the contractor shall be bound to relay at his own cost any of the pavement that may be out of order, failing to do which after 48 hours notice in writting shall have been given him, the City Surveyor shall do the work and deduct the cost of same from the percentage so retained.

Security to be retained for repairs to Asphalt pavement.

43. It is further agreed, that if, at any time during the period of.....years, from the date of the acceptance by said City Surveyor and Road Committee of the whole work, under this agreement, the said work or any part or parts thereof, or any depression, bunches or cracks shall in the opinion of the City Surveyor, require repairs, and the City Surveyor shall notify the contractors to make the repairs, by a written notice, they shall immediately commence and complete the same to the satisfaction of said City Surveyor; and in the case of failure or neglect on their part so to do within forty eight hours from the date of the aforesaid notice, then the City Surveyor shall have the right to purchase such materials as he shall deem necessary, and to employ such person or persons as he may deem proper, and to undertake and complete the said repairs, and to pay the expense thereof out of any sum of money due the contractors or retained by the City as a guarantee. And the Road Committee are hereby empowered to employ the amount of the contractor's guarantee to make repairs to the pavement which the contractors have neglected or refused to do after due notification as given in clause 44.

The City hereby agrees upon the expiration of the said period of.....years, provided that the said work shall at that time be in good order or as soon thereafter as the said works shall have been put in good order, to the satisfaction of the said City Survoyor, to pay to the said contractors the whole of the sum retained or such part thereof as may remain after the expense of making the said repairs in the manner aforesaid shall have been paid therefrom. And it is hereby further agreed between the parties hereto, that if the termination of the said .....years after the completion and acceptance of work done under this contract, shall fall within the months of December, January, February, March or April then in that case, said months of January, February, March or April, shall not be included in the computation of said period of.....years, during which the work is to be kept in repair by the contractor, as aforesaid, and also in that case the payment to be made under the provisions of this paragraph shall not be made before the 15th of May next thereafter, unless otherwise permitted by the City Surveyor.

Contractor to repair all cuts made for laying water, gas, or drain pipes, etc., etc., and all damaged pavement, and to collect the cost of same from those cutting or damaging the pavement.

44. The contractor further agrees to do all the repairs which the City Surveyor may order him to do for the reconstruction of the pavement over cuts made by the City or any of her Committees for the laying of water pipes, sewers, etc., at a cost not to exceed 10 °/₀ advance on the price of the present contract; the contractors guaranteeing that their pavement will remain in perfect order during the space of.....years and if at any time during this period the said pavement requires any repairs, be it by reason of any defect in their material or workmanship, or for any other reason whatever, even by reason or through the fault of the persons or companies, who by law or agreements passed between them and the City, have the right to make or practise excavations in the said street, or to make any other works, the contractors agree to make the said repairs within forty eight hours after being asked to do so by the City Surveyor, but reserve all legal recourse which they may have against the said persons or companies.

Deposit money or an accepted cheque.

45. Tenders must be endorsed on the outside of the envelope with a certificate from the City Treasurer of a deposit of

For the Supply of Blocks.....	$	or accepted cheque
" Laying "	$	"
" Supply and lay of Asphalt.....	$	"
" Laying of Blocks in tracks.....	$	"

as security, and deposited in the office of the City Clerk by noon on..... the.....of..... 1898, and no tender will be opened by the Road Committee unless so endorsed.

Deposits to be returned to the unsuccessful tenderer.

46. The deposits shall be returned to the unsuccessful tenderers, but in the case of the persons whose tenders are accepted the said deposits shall be retained and held as security " without interest " for the signing of the contract, the proper fulfilment of the terms and conditions of the same, and until the whole of the work is completed to the satisfaction of the City Surveyor and the Road Committee.

Deposits of successful tenderer to be retained until work is satisfactorily completed.

47. The tenderer shall be bound to accept the whole or any part of the items for which he has tendered, and in default of his signing the contract for all or any one of the said items which the Road Committee may award him, his whole deposit shall be confiscated.

Deposits to be confiscated if tenderer refuses to accept any portion awarded him by Road Committee. Delay.

48. If in the opinion of the City Surveyor, the work shall, at any time, be unnecessarily delayed or improperly performed, the Road Committee reserve the right to suspend the Contractors from performing said work and to place other parties upon the work to complete it, and the additional cost and expense of the same, if any, shall be charged to the Contractors, who will be held fully liable for such cost and expense.

Workmen.

49. Tne Contractor shall employ competent workmen, and when required to do so, in writing, by the City Surueyor, he shall be bound to dismiss from the work any foreman or workman who may be incompetent or abusive, or who refuses or neglects to observe the directions of the City Surveyor.

Sublet.

50 The Contractor shall not sublet any portion of his contract, without the permission of the Road Committee.

Deposit may be forfeited.

51. If in the event of default or failure on the Contractor's part from any cause whatever to execute these presents, or to enter into, to carry out and complete the works therein described, the Contractor shall forfeit to the City of Montreal the amount by him deposited ; and in addition to the said deposit, the Contractor shall have to pay to the City of Montreal the difference between his tender prices and any greater sum which may be incurred by the City of Montreal, by reason of such default, or failure on the part of the Contractor.

Reservation.

52. The Road Committee reserve the right to reject the lowest or any tender and to sub-divide the work in any manner deemed advisable by themselves.

Quantity not fixed.

53. The probable quantity of the above mentioned works required by the Road Committee is mentioned in the form of tender ; at the same time it is to be distinctly understood that the Road Committee do not bind themselves to accept the said quantity nor any fixed amount of the same, but the Contractor will be required to complete whatever quantity of the said works is required, whether the same be more or less than that mentioned in the form of tender.

Contractors personally responsible for the work until expiration of guarantee.

54. The Contractors will be held responsible for the final completion of their contract, and shall be held personally responsible for the work until the expiration of the ..... years for which the work is guaranteed.

Form of Tender.

55. Tenders for this work must be made on the blank forms and enclosed in the printed envelopes, which may be had by intending Contractors, on application for the same, at the City Surveyor's Office : The Road Committee will not entertain any tender that is not made on the said form and enclosed in the said envelope.

Notarial fees.

56. The Contractor shall sigh the contract within three days from date of notification to him, by the City Surveyor, that his tender has been accepted, and he shall pay all the notarial fees for the preparation of the contract, and for one copy of the same for the use of the Corporation.

Interpretation of Terms.

Contractor.

57. In every case, in the Contract and Specification, the word " Contractor " shall mean firm, executors, heirs and assigns.

Street.

58. The word " Street " shall mean any street, square, lane, or other passage, or place within the City of Montreal.

City Surveyor.

59. Wherever the word " City Surveyor " occurs in the specification, Terms and Conditions and form of Tender, it shall be taken to mean the City Surveyor of Montreal.

Doubts or obscurities.

60. All doubtfull or obscure clauses shall be interpreted by the City Surveyor, and his interpretation thereof shall be final.

PERCIVAL W. ST. GEORGE.

City Surveyor.

CITY SURVEYOR'S OFFICE,
CITY HALL,

Montreal, 1898

Belhouse Dillon
& Co.

Presented to Council 30 Dec 1888
Filed in Council 18

Mch