

ASPHALT SIDEWALKS—(Continued.)

Number.	PROPERTY OWNER.	Percentage of asphalt.		Cost of asphalt sidewalk per sq. yard.			Cost of laying asphalt in front of property.	Cost of grading, resetting, narrowing and filling up hatches, coal holes, etc.	Total cost of sidewalk in front of property.	Amount to be charged against property owner one-half cost.	Cost of constructing, making connecting, &c. drains, pits, rain leaders, spouts, &c.	Total amount to be charged to the property owner.
		Area of asphalt sidewalk in front of property in square yards.	Asphalt.	Grading.	Total.							
154	Wm. Nisbet	80	10.86	\$0 55	\$0 09	\$0 64	\$ 6 95	.....	\$ 6 95	\$ 3 48	.....	\$ 3 48
	E. G. Smith	50	29.86	50	09	59	17 62	}	24 40	12 20	.....	12 20
		80	10.60	55	09	64	6 78					
	.....	202.39	.....	.....	.....	\$173 98	.....	173 98	\$87 00	.....	\$87 00	

NORTH STREET (South Sidewalk between Lockman Street and Water Street.)

22	Joshua S. Priest	50	12.27	\$0 50	\$0 05	\$0 55	\$6 75	.....	\$6 75	\$3 38	.....	\$3 38
	Mrs. Elizabeth Priest	50	1.37	50	05	55	75	.....	75	38	.....	38
	.....	13.64	.....	.....	.....	\$7 50	.....	\$7 50	\$3 76	.....	\$3 76	

MORRIS STREET (North Sidewalk between Pleasant Street and Dundonald Street)

	Col. C. J. Stewart	80	10.40	\$0 55	\$0 13	\$0 68	\$7 07	.....	\$7 07	\$3 54	.....	\$3 54
	Heirs of J. A. Moren, J. R Lirhgow, Agent	80	15.00	55	13	68	10 20	.....	10 20	5 10	.....	5 10
	Dr. M. A. Curry	50	67.00	50	13	63	42 21	.....	42 21	21 11	.....	21 11

81-89	John S. Lomas.....	{ 50 151.14	50 13	63 95 22	}	106 69	53 55	.....	53 35
		{ 80 16.87	55 13	68 11 47					
91	Trustees St. Luke's Church....	{ 50 36.90	50 13	63 23 25	}	42 94	21 47	.....	21 47
		{ 80 28.66	55 13	68 19 69					
93	Estate H. H. Fuller.....	{ 50 63.30	50 13	63 39 88	}	49 20	24 60	.....	24 60
		{ 80 13.71	55 13	68 9 32					
95	George F. Boutilier.....	50 32.74	50 13	63 20 63	.....	20 63	10 32	.....	10 32
97	George Stay.....	50 32.74	50 13	63 20 63	.....	20 63	10 32	.....	10 32
		..... 468.46	.....	.....	.....	\$299 57	.....	299 57 149 81	..... \$149 81

I certify the foregoing statement to be correct.

CITY ENGINEER'S OFFICE, Dec. 12th, 1900.

F. W. W. DOANE, *City Engineer.*

DETAILED COST OF WORK ON HATCHES, &c.

BARRINGTON STREET.

STREET NUMBER.	No. of Hatches graded.	COST OF WORK.					Total.
		Mason work at 30c. per hour.	Labor at 13 $\frac{1}{2}$ c. per hour.	Truckage at 20c. per hour.	Cement at 80c. per bushel.	Sand at 4c. per bushel.	
317-9	3	\$3 60	\$0 81	\$0 20	\$1 20	\$0 12	\$5 93

DETAILED COST OF DRAINS, &c.

BARRINGTON STREET.

STREET NUMBER.	Labor at 15c. per hour.	Truckage at 20c. per hour.	Dynamite at 40c. per pound.	Electric Fuse at 3c. each.	6 in. Crook Pipe at 13c. per foot.	6-in. Crook Bends at 60c. each.	Gravel at 5c. per bushel.	Cement at 80c. Sand at 5 c. p. bag	PLUMBING BILL.		Total
									Date.	Amount.	
317-9	\$41 55	\$2 80	\$2 40	\$1 50	\$7 80	\$1 20	\$0 15	\$1 00	Dec. 1, 1898	\$5 25	\$63 65

BRICK SIDEWALKS.

COGSWELL STREET (North Side)—Jas. Downey.

		Mason at 30c. per hour.	Labor at 27½c. per hour.	Labor at 20c. per hour.	Labor at 14c. per hour.	Labor at 13½c. per hour.	Labor at 12½c. per hour.	Truckage at 20c. per hour.	Cement at \$2.15 per bbl.	Sand at 4½c. per bush.	Gravel at 4c. per bush.	Brick at \$8.50 per M.	Total Cost.	No. of square yards.	Cost per square yard.	Amount to be charged to the property owner one-half cost.
23	N. Smith .....	.....	\$2 75	\$3 40	\$1 68	\$1 62	\$2 13	\$2 60	\$2 15	\$2 52	.....	12 33	\$31 18	35.57	\$0 88	\$15 59

PLEASANT STREET (East Side)—Wm. Beals.

																Cost for labor and truckage.
197	Wyley Smith ..	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	214 42	.57	.43
187	Arth. Woodgate	105 90	.....	.....	.....	44 07	.....	36 20	23 65	23 31	14 56	.....	247 69	41 07	.57	.43
185	W. A. McLeod.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	64 18	.57	.43
.....	Capt. J. Farquhar	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	117 43	.57	.43

SALTER STREET (North Side, Hollis to Water)—Jas. Downey.

.....	7 20	6 45	*7 84	4 48	49 95	1 42	.35	.22
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RELAYING FLAG SIDEWALK AT PENTAGON BUILDING—(Jas. Downey.

.....	4 95	4 00	4 06	2 97	3 60	2 15	*1 68	23 41	29 00	0 60	.50
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* Sand at 4c. † All labor included. ‡ Laying gutter included.

NUMBER AND LOCATION OF NEW STREET LIGHTS, 1899.

2000 C. P. ARC.

NUMBER.	STREET.	LOCATION
229	Willow	Clifton Street.
230	Robie	Shirley Street.
<hr/>		
Number of Arc Lamps, 2000 C. P., in use April 30th, 1900.....		230
“	Berastein Lamps, 50 C. P. “ “	2
“	Gas “ “	3
Total number of Street Lamps		235

LICENSED MASTER PLUMBERS, 1899-1900.

NAME	PLACE OF BUSINESS.
Farquhar Bros.	Corner of Barrington and Blower St.
Power & Co.	289-291 Barrington St.
Macdonald & Co.	162-171 “
Ezra Davidson	50 “
George Rent	31 “
Crump & Perrier	25-29 “
F. E. Bayer & Co	317 “
Longard Bros	213 Hollis St.
John McFatrige, Jr.	224 “
J. E. Myers	90 Gottingen St.
W. S. Craig	316 Upper Water St.
J. J. Brownley	89 “
Magnus & Lownds	165 Lower “
S. M. Harris	125 Creighton St.
J. B. Naylor & Sons	22 Spring Garden Road.
A. E. Craig	106 Maynard St.
George Brooks & Co.	16 West St.
Day & Kinsman	72 Cornwallis St
French & Healy	43 Duke St.
Hoben & Wooten	152-154 Granville St,
John Borton	11½ Prince St.
F. R. Brown	208 Hollis St
C. W. Johnston	70 Agricola St.
C. P. Hill ;	43 Duke St.

CITY PROPERTY UNDER LEASE, 1899-1900—(Continued.)

LOCATION.	To Whom Leased.	Date of Lease.	Rental.	Remarks.
Prince Arthur Street, Encroachment on East Side between Quinpool and Norwood Streets ...	Robt. Pickford.	Nov 27, 1890	\$1.00 per ann	
Robie Street Encroachment	T. J. Doran	April 10, 1879	.25 "	
Salter Street, lot East of Water Street	Jno. Taylor Wood	May 18, 1875	1.00 "	3 months' notice.
Spruce Hill Lake, Encroachment at the Middle Dan	Archibald Kidston	May 13, 1899		Published in annual report 1899-1900.
Tower Road, Old Exhibition Building	Harshaw B. Clark.	July 1, 1898	\$1140.52	
Wanderer's Grounds	W. A. A. C.	May 1, 1896.	100 "	20 years.
Wellington Street, House on East Side	Matthew E. Williams.	Nov. 30, 1899	7 per mon.	
Young Street, Railway Siding to Exhibition Grounds	Exhibition Com & Min. Railways and Canals.	Nov. 20, 1897		Agreement published in annual report 1897-8.

Properties Under Lease or Rental by the City of Halifax, 1899-1900.

Location.	Leased from	Date.	Expires.	Rental.	Remarks.
Bedford Row, No 11.....	B. J. Hubley	May 1, 1897	Yearly ...	\$450 per annum..	No. 4 Engine House.
(1) Citadel Promenade.....	War Department ...	April 29, 1896 ...	5 years....	£0 1 0 " ..	
(3) Common, part of	" "	Dec., 1899.....	1 m. notice	.....	Gardener's Cottage & adjoining structures
" " .....	" " .....	" .....	"	.....	City store yard struc- tures.
Gottingen Str et, No. 452	Mrs. Quinn.....	May 1, 1897	Yearly....	\$60 " "	Storing water'g cart.
Grafton Street, No. 12	A. Lamphier.....	"	6 months..	\$36 " "	" "
(2) North Ordnance	War Department ...	Nov. 30, 1899....	Yearly....	£0 1 0 per ann..	No 1 Bath mooring.
(3) North Slip	Lord High Admiral.	Dec- 1, 1864....	99 years...	" "	Landing.
(3) Pipe Line	H. H. Cogswell	Sep. 1, 1847	"	£0 5 0 per ann..	Right of way near N.
(3) Point Pleasant Park.....	War Department ...	Dec. 31, 1873....	999 years..	£0 1 0 per ann..	W Arm.

1. Printed in Civic Report 1896-7.
2. " " " 1898-9
3. " " " 1899-1900.

Land Acquired by the City of Halifax, 1899-1900.

Location.	From	To	Date.	Consideration.	Registry.		Remarks.
					Book.	Page	
Allan st. and Lawrence st. exten'ns	Corston, Jas. F. et ux..	City of Halifax	Sep. 18, 1899	\$201 00	338	68f	
Duncan st. extension	Mackinlay, G. S. et ux.	"	July 31, "	65 00	338	680	
Lockman st., west side	Heister, Caleb et ux...	"	Aug. 21, "	250 00	338	682	
Preston st., east "	Forristall, R. J. et ux.	"	Sep. 19, "	40 00	338	688	
Upper Water st., west side, No. } 300-2	Collins, B. H. et ux ..	"	Dec. 30, "	100 00	344	45	
South Hollis st., south end	Naylor, Wm. J. et ux.	"	May 10, 1900	500 00	339	542	
Wellington st., west side	N. S. Build. Soc. et al.	"	Nov. 17, 1899	800 00	333	486	
" " "	Chaddock, John E. ...	"	Nov. 20, "	800 00	333	487	

Agreement to Divert Campbell Road and to Lay Siding.

MEMORANDUM OF AGREEMENT made and entered into this twentieth day of April, A. D. 1900, BETWEEN The City of Halifax, hereinafter called "The City," of the first part; and the Imperial Oil Company, Limited, hereinafter called "The Company" of the second part. Witnesseth:

Whereas, the City is authorized by Section 6 of Chapter 58 of the Acts of 1899 to give permission to the Imperial Oil Company to build a Railway siding across and along Campbell Road near their present warehouse at Africville (so-called) and to divert said road subject to such terms and conditions as shall be approved by the City Council upon the recommendation of the City Engineer;

And whereas, the said Company has applied for permission to construct a Siding and to divert said Campbell Road;

And whereas, the City has agreed that the said Railway Siding may cross and run along and upon Campbell Road (a public street in the City of Halifax) as hereinafter described;

And whereas, the City, by resolutions of the City Council of the City of Halifax, dated the fifteenth day of August, 1899, and the twelfth day of April, 1900, has authorized the execution of these presents on behalf of the City;

Now therefore this agreement witnesseth, that the said Company in consideration of the terms and of the covenants and agreements hereinafter contained, hereby undertakes and agrees to construct a railway siding for freight traffic as nearly as possible in accordance with the line shown colored red on the plan hereto annexed, and which line may be described as follows:

Beginning at a point on the Intercolonial Railway, main line, five hundred and ten feet (510') more or less Southerly from the intersection of the prolongation of the South side line of the Imperial Oil Company's brick warehouse with the said main line; thence running Northerly across, along and upon Campbell Road by the various courses of the line

colored red on the plan to the Northern boundary line of the said warehouse.

And the said Company further agrees :

That, it will lay the siding as nearly as possible to the grade of the said street ;

That, it will keep that portion of the siding within the roadway and sidewalks used by the public covered with plank and in good repair, and that it will keep the roadway immediately adjoining the plank at all times on a level with the plank covering and in good repair ;

That, the said freight siding shall be operated only in connection with the business of the said Company and for no other purpose whatsoever ;

That, the Company will use every endeavor to cause the operating of the said siding to be done by skillful and careful men, and that it will not allow cars to obstruct the street, and that it will not conduct its operations in such a manner as to interfere with public traffic or endanger the public in any way ;

That, the said Company shall take all proper and necessary steps during the time the said siding and that portion of the railway running over said Campbell Road shall be operated to protect the citizens and their property from all danger, accidents and damages.

And the said Company hereby undertakes and agrees, to indemnify and hold harmless the City of Halifax from and against any and all claims, costs, damages, charges and demands of every kind and nature, and under which any and all persons may recover for or by reason of, or arising from or consequential upon, or affected by the construction, existence, maintenance or operation of the said railway siding, all of which claims, charges, indemnities and demands the said Company hereby undertakes to fully discharge and satisfy.

That, the said Company will keep the siding, crossing and rip rap face of dump, in good repair and condition.

That, the said Company will give a Deed to the City of the land necessary to divert the road as shown on the plan hereto annexed;

That, the Company will construct the road diversion and hand it over to the City in good repair;

That, all work provided for in this Agreement to be done by the Company shall be performed to the satisfaction of the City Engineer, and that all repairs considered necessary by the said Engineer, shall be performed by the Company without delay on receipt of notice in writing from the said Engineer, and subject to his approval;

And the Company hereby further agrees, that if at any time it fails to observe and perform all the terms and stipulations herein contained to be by it observed and performed, then all rights and privileges which it may have under this Agreement shall at once cease and determine, and the City may take up and remove the said siding without giving any notice to the Company: such termination of the Agreement, however, shall not release the Company from any liabilities incurred by them hereunder towards the City;

And the said Company further agrees, that it will take up and remove the said siding and restore the road to the condition in which it was before the siding was laid, on receipt of two years' notice in writing from the City terminating this Agreement:

That, the said Company will pay the sum of one dollar (1.00) per annum to the City of Halifax for the privileges herein granted:

That, the said Company further agrees that the street lines shewn on the plan hereto annexed, are the correct boundary lines of said Campbell Road at their property;

And both parties to this Agreement hereby agree that it may be terminated by the City giving to the Company at any time two years' notice in writing of said proposed termination, and at the expiration of such notice it shall terminate accordingly.

In witness whereof, the Mayor of the said City of Halifax,

duly authorized thereunto by resolution of the City Council, hath hereunto set his hand and the seal of the said City, and the President of the Imperial Oil Company, Limited, duly authorized thereunto, hath hereunto set his hand and the seal of the said Company the day and year first above written.

(Sgd.) J. T. HAMILTON, [Seal.]
Mayor.

(Sgd.) H. TRENAMAN,
City Clerk.

Signed, sealed }
and delivered }
in presence of }

By J. T. HAMILTON, *Mayor.*

The Imperial Oil Company, Limited,

By F. L. BARSTOW,
President.

(Sgd.) H. W. JOHNSTON, JR.
The word "limited" } [Seal]
interlined where- }
ever "The Imperial }
Oil Company" oc- }
curs before signing }

A. H. B.

Attest
A. H. BRAINARD,
Secretary.

Permission to Erect Fence at Spruce Hill Lake.

HALIFAX, May 18, 1899.

I, Archibald Kidston, hereby agree that I will remove the fence to be erected by me on City Property at the middle Dam at Spruce Hill Lake within twenty-four hours after receipt of notice from the City Engineer to do so, and that I will not make any claim for or in consequence of my occupation of City Property, while the fence is maintained or at any time afterwards.

(Sgd.) ARCHIBALD KIDSTON.

Witness,

d.) WM. P. MORRISON.

Lease of Encroachments from War Department at Corner of
Sackville Street and Bell Road.

ENCROACHMENTS 63 AND 80.

ARMY FORM K 129

MEMORANDUM OF AGREEMENT made the day of December, 1899, between The Commanding Royal Engineer, Halifax, N. S., on behalf of Her Majesty's Principal Secretary of State for the War Department (hereinafter called "the said Secretary of State," which expression wherever hereinafter used shall include his successors in office, where the context so requires or admits) of the one part, and the Mayor and Corporation of the City of Halifax, Nova Scotia, (hereinafter called "the Tenant" which expression wherever hereinafter used shall include his executors, administrators and assigns, where the context so requires or admits) of the other part, witnesseth, that the tenant having applied to the said Secretary of State for permission to continue and extend existing encroachments on land over which the War Department has clearance rights at the corner of Sackville and Bell streets, Halifax, N. S., more particularly described in the Schedule hereto, the said Secretary of State has consented to grant such permission on the terms and in manner following, to which both parties hereto agree, namely :

1. The position and direction of the said encroachments shall be fixed and the works in connection therewith carried out and executed under the supervision and to the entire satisfaction of the Commanding Royal Engineer of the District for the time being at the entire cost of the Tenant.

2. The tenant acknowledges that such permission exists by leave only of the said Secretary of State, and not by any other right or title whatsoever.

3. The said Secretary of State, or any person acting under him or on his behalf or by his direction, shall not be liable for any accident of whatever nature which shall or may occur to the said encroachments or the works in connection therewith.

4. This Agreement may be terminated at any time by the said Secretary of State by a notice in writing signed by him or some

agent duly authorized by him in that behalf, and given to the tenant, or sent by post to him at his last known place of abode or business. And immediately upon such notice being so given or sent the permission hereinbefore granted shall be deemed to be withdrawn without payment of any compensation to the tenant, who shall thereupon forthwith proceed, at his own cost, and to the satisfaction of the said Commanding Royal Engineer, to remove the said encroachments and the works in connection therewith and to restore the clearance rights of the War Department in connection with the said encroachments to the condition in which they were before the commencement of the said works, And in case the tenant shall neglect or fail within one calendar month from the giving or sending of such notice to remove the said encroachments and the works in connection therewith and to restore the War Department clearance rights as aforesaid, the said Secretary of State may, at the expense in all respects of the tenant, remove the said encroachments and works and restore the said property to its former condition, and all costs and expenses incurred in such removal and restoration shall on demand be paid by the tenant to the said Secretary of State.

As witness whereof, the parties hereto have hereunto their hands and seals subscribed and set the day and year first above mentioned.

(Sgd.) J. T. HAMILTON, *Mayor*.
 (Sgd.) H. TRENAMAN, *City Clerk*.
 (Sgd.) C. WILKINSON, *Colonel*,
Commanding Royal
Engineers in Canada.

Signed, sealed and delivered)
 in the presence of)
 H. W. JOHNSTON, JR.
 J. T. ROUSE, E. C., *Q. M. Sergeant.*

The schedule above referred to :

- A 1 Gardener's Cottage, 46' 9" x 25' 4"
 B 1 Conservatory 69' 10" x 17" and 29' x 19' 8".
 E F 2 Conservatories 38 x 12' 2" and 40' x 20' 4".
 K 1 Earth Closet 3' x 2' 8"
 Situate at the corner of Sackville street and Bell street.

Lease of Encroachment from War Department at City Yard.

No. 113.

ARMY FORM K 1290.

MEMORANDUM OF AGREEMENT made the _____ day of December, 1899, between the Commanding Royal Engineer in Halifax, N. S., on behalf of Her Majesty's Principal Secretary of State for the War Department, (hereinafter called the "said Secretary of State" which expression wherever hereinafter used shall include his successors in office, where the context so requires or admits) of the one part, and the Mayor and Corporation of the City of Halifax, N. S., (hereinafter called "the tenant," which expression wherever hereinafter used shall include his executors, administrators and assigns, where the context so requires or admits) of the other part. Witnesseth,—

That the tenant having applied to the said Secretary of State for permission to shift position of a stone shed and to erect certain stores on land over which War Department has clearance rights between the track of Jubilee road, Bell street and Summer street, Halifax, N. S., more particularly described in the schedule hereto, the said secretary of State has consented to grant such permission on the terms and in manner following, to which both parties hereto agree, namely :

1. The position and direction of the said encroachments shall be fixed and the works in connection therewith carried out and executed under the supervision and to the entire satisfaction of the Commanding Royal Engineer of the District for the time being at the entire cost of the tenant.
2. The tenant acknowledges that such permission exists by leave only of the said Secretary of State, and not by any other right or title whatsoever.
3. The said Secretary of State, or any person acting under him or on his behalf or by his direction, shall not be liable for any accident of whatever nature which shall or may occur to the said encroachments.
4. This Agreement may be terminated at any time by the

said Secretary of State by a notice in writing signed by him or some agent duly authorized by him in that behalf, and given to the tenant, or sent by post to him at his last known place of abode or business. And immediately upon such notice being so given or sent the permission hereinbefore granted shall be deemed to be withdrawn without payment of any compensation to the tenant, who shall thereupon forthwith proceed, at his own cost, and to the satisfaction of the said Commanding Royal Engineer, to remove the said encroachments and the works in connection therewith and to restore the clearance rights of the War Department in connection with the said encroachments to the condition in which it was before the commencement of the said works. And in case the tenant shall neglect or fail within one calendar month from the giving or sending of such notice to remove the said encroachments and the works in connection therewith and to restore the War Department clearance rights as aforesaid, the said Secretary of State may, at the expense in all respects of the tenant, remove the said encroachments and works and restore the said property to its former condition, and all costs and expenses incurred in such removal and restoration shall on demand be paid by the tenant to the said Secretary of State.

As witness whereof the parties hereto have hereunto their hands and seals subscribed and set the day and year first above mentioned.

(Sgd.)	J. T. HAMILTON, <i>Mayor.</i>
(Sgd.)	H. TRENAMAN, <i>City Clerk.</i>
(Sgd.)	C. WILKINSON, <i>Colonel,</i> <i>Commanding Royal</i> <i>Engineer in Canada.</i>

Signed, sealed and delivered }
in the presence of }

H. W. JOHNSTON, JR.

J. T. ROUSE, E. C., *Q. M. Sergeant.*

The Schedule above referred to :

AS THE ENCROACHMENTS "CITY STONE YARD."

5 Stores :

L	24' 0" x 12' 6"
M	8' 6" x 15' 6"
N	17' 0" x 9' 3."
O	16' 9" x 14' 0."
P	146' 0" x 23' 4."
Q	1 earth closet.

The whole being enclosed by a close boarded fence on Summer street, Bell street and the track of Jubilee road, and as shown on the tracing attached hereto, dated the 7th December, 1899.

Lease of Landing at North Slip from the Lord High Admiral.

THIS INDENTURE made this first day of December, in the year of our Lord one thousand eight hundred and sixty-four, by and between the Commissioners for executing the office of Lord High Admiral of the one part, and the City of Halifax, in the County of Halifax and Province of Nova Scotia of the other part. Witnesseth that for and in consideration of the rents, covenants, previsos and agreements hereinafter reserved and contained, and which on the part and behalf of the said City of Halifax are to be paid, done and performed, they the said Commissioners for executing the office of Lord High Admiral have demised, leased, set and let, and by these presents do demise, lease, set and let unto the said City of Halifax, All that certain piece, lot and parcel of land, and land covered with water, situate, lying and being in the City of Halifax, abutted, bounded and described as follows, that is to say: Beginning at the line separating land of the said City of Halifax, known as the North Landing Slip from the Admiralty property at a point marked A in the annexed plan, and distant Eastwardly from Upper Water Street so-called, one hundred and forty-eight feet; thence to run out Eastwardly into the Harbor of Halifax by a continuation of the straight line separating the properties aforesaid fifty-six feet; thence Northwardly ten feet; thence Westwardly by a line parallel with the straight line aforesaid thirty-seven feet

to a point marked B on the annexed plan; thence in a Southwesterly direction twenty-two feet to the place of beginning, as will appear by the plan hereunto annexed, with the appurtenances thereunto belonging to have and to hold the said piece, lot and parcel of land and land covered with water, with the appurtenances, unto the said City of Halifax from the first day of December in the present year, one thousand eight hundred and sixty-four from the date hereof, for and during, and unto the full end and term of ninety-nine years, thence next ensuing and fully to be complete and ended. Yielding and paying therefor yearly and every year during the said term unto the said Commissioners for executing the office of Lord High Admiral, and their successors in office, the yearly rent or sum of one shilling of lawful money of Nova Scotia, the same to be paid on the first day of December in each year free and clear of all rates, taxes and assessments, and the said City shall forthwith construct and build upon the said lot a good, substantial and safe landing slip for the accommodation of the public, and shall maintain, keep up and sustain in good repair, the said slip during the whole term of ninety-nine years hereby granted. Provided always, nevertheless, that if it shall happen that the said yearly rent hereby reserved or any taxes, rates, levies and assessments upon the said premises shall be behind and unpaid by the space of twenty days after the day of payment whereon the same ought to be paid (being demanded) or if the landing slip shall be suffered by the said City to be and remain out of repair, or if the said City of Halifax shall assign or otherwise part with this indenture, or the premises hereby leased, or any part thereof to any person or persons whomsoever, without consent of the said Commissioners for executing the office of Lord High Admiral, and their successors in office, first had and obtained in writing under their hands for that purpose in either of the said cases, it shall and may be lawful to and for the said Commissioners for executing the office of Lord High Admiral and their successors in office, unto the said premises hereby leased or any part thereof, in the name of the whole to re-enter and the same to have again retain, re-possess and enjoy as in their first and former estate or estates anything herein contained to the contrary notwithstanding.

And the said City of Halifax doth hereby covenant, promise and agree to, and with the said commissioners for executing the office of Lord High Admiral and their successors in office in manner following, that is to say that the said City of Halifax shall

and will well and truly pay or cause to be paid, unto the said Commissioners for executing the office of Lord High Admiral and their successors in office, the said rent hereby reserved at the time appointed for payment thereof, according to the true intent and meaning of these presents, and that the said City shall and will at all times during the said term hereby leased, well and truly bear pay and discharge all city taxes and other taxes, levies, rates and assessments upon the said premises hereby demised and leased, and that the said City of Halifax shall and will build and construct a good substantial and safe landing place, and shall and will during all the term hereby granted keep the said landing place in good and sufficient repair and condition. And the said City of Halifax doth hereby further covenant, promise and agree to, and with the said Commissioners for executing the office of Lord High Admiral and their successors in office, that the said City shall not nor will underlet or part with the said premises, or any part thereof, without consent in writing from the said Commissioners for executing the office of Lord High Admiral or their successors in office, and further that the said City of Halifax at the end or sooner, determination of the said term hereinbefore demised shall and will quietly and peaceably leave, surrender and yield up unto the said Commissioners for executing the office of Lord High Admiral and their successors in office, the said premises and every part thereof. And the said Commissioners for executing the office of Lord High Admiral and their successors in office, do hereby covenant, promise and agree to, and with the said City of Halifax by these presents in manner following that is to say, that the said City of Halifax paying the yearly rent or sum of money hereinbefore mentioned, and observing, performing, fulfilling and keeping all, and singular the covenants, clauses, articles, provisos, conditions and agreements hereinbefore mentioned, and which on the part of the said City are, and ought to be observed, performed, fulfilled and kept, shall and lawfully, may peaceably and quietly have, hold, use, occupy, possess and enjoy the said premises hereby demised, and every part thereof, with their, and every of their appurtenances, for and during all the said term hereby granted without any lawful let, suit, trouble, molestation, eviction, or disturbance whatsoever from the said Commissioners for executing the office of Lord High Admiral, or any person lawfully claiming or to claim the same.

In witness whereof, the said Commissioners for executing the officer of Lord High Admiral have hereunto signed and sealed this Indenture, and the said City of Halifax hath hereunto affixed the

Corporate Seal, and the Mayor of the said City hath hereunto subscribed his name and the City Clerk hath countersigned this Indenture.

In presence of JOHN H. HENRY. CHARLES EDEN, [L. S.]
 J. W. DRUMMOND, [L. S.]
 M. H. RICHEY, (Corporation)
 Mayor. (Seal.)
 JOHN W. CRAGG, *City Clerk.*

Enclosure No. 2 in Sir James Hope's letter
 No. 402 of 1864.

Lease of Right of Way for Pipe Line.

THIS INDENTURE made the first day of September, in the year of our Lord one thousand eight hundred and forty-seven, between the Honorable Henry H. Cogswell, of Halifax, in the County of Halifax and Province of Nova Scotia, Esquire, of the one part, and the Halifax Water Company of Halifax aforesaid, of the other part.

Witnesseth, that the said Henry H. Cogswell, in consideration of the covenant and agreement hereinafter contained on the part and behalf of the said The Halifax Water Company, their successors and assigns to be observed and kept, and in consideration of five shillings of lawful money of Nova Scotia to him in hand well and truly paid by the said The Halifax Water Company at or before the sealing and delivery of these present, the receipt whereof is hereby acknowledged, doth by these presents for himself, his heirs, executors, administrators and assigns, covenant and agree with the said The Halifax Water Company and their successors and assigns in manner and form following that is to say. That the said The Halifax Water Company and their successors and assigns shall and may from and after the sealing and delivery of these presents during the space of ninety-nine years from time to time and at any and all times at the will and pleasure and at the discretion of the said The Halifax Water Company and their successors and assigns have and enjoy full and unrestricted and uninterrupted liberty and privilege of ingress, egress and regress in, upon to, from and out of and over the land and premises of the said Henry H. Cogswell delineated and described in the plan hereto annexed and every or any part thereof, and with horses, carriages, carts and other vehicles to carry, transport, roll and convey such articles and things

as may be or be deemed to be requisite or proper, and to break up and open the said land where and as the same may be deemed necessary or proper or expedient for the laying of pipe or pipes for conducting water or for repairing or replacing and taking up and again laying down and placing inspecting or examining any such pipe or pipes they the said The Halifax Water Company, their successors and assigns, doing or causing no unnecessary damage or injury to the said land and premises or any part thereof. Yielding and paying therefor to the said Henry H. Cogswell, his heirs and assigns, the rent or sum of five shillings on the first day of January annually during the said term. Saving and reserving nevertheless to the said Henry H. Cogswell, his heirs and assigns, and to his and their servants, agents, and all or any person or persons on his or their behalf, and with horses, cattle, carts, carriages and other vehicles from time to time, and at any and all times at pleasure the full, free and unrestricted and uninterrupted right and privilege of passing and re-passing, crossing and re-crossing, going and coming over, upon, to, from and along such pipe or pipes when and after the same shall have been laid and covered up. And the said The Halifax Water Company for themselves, their successors and assigns, do by these presents, covenant and agree with the said Henry H. Cogswell, his heirs and assigns in manner and form following, that is to say: That they the said The Halifax Water Company, their successors and assigns, shall and will at their own costs and charges from time to time, and when and as such land or any part thereof may have been broken up or opened with all reasonable diligence and without being required so to do by the said Henry H. Cogswell, his heirs or assigns, well and sufficiently and carefully close up and make good the said land and premises, or any part thereof so broken up or opened, and amend, repair, replace and make good any damage, loss, injury or detriment caused, occasioned or effected by means or occasion of the premises to the said land and premises, or any part thereof, or the fences, buildings, erections, crops or improvements upon the same or any part thereof.

In witness whereof, the said Henry H. Cogswell hath hereto set his hand and seal, and the President of the said The Halifax Water Company hath hereto subscribed his name and hath also

caused the common seal of the said company to be affixed hereunto the day and year first above written.

HENRY H. COGSWELL, [L S]
 JAMES B. UNIACKE, { Seal of }
President. { Water Co. }

Signed, sealed and delivered }
 in presence of }
 A. M. UNIACKE.

Nova Scotia,
 Halifax.

REGISTER OFFICE, 25th February, 1848.

I certify that the foregoing written instrument was duly proved by the oath of A. M. Uniacke, the subscribing witness, at the hour of one p. m. of the fifth day of November, one thousand eight hundred and forty-seven, and was thereupon registered accordingly in Book 90, page 35.

WM. H. KEATING, *Deputy Registrar.*

Lease of Point Pleasant Park.

ARTICLES OF AGREEMENT had made and entered into this thirty-first day of December, in the year of our Lord one thousand eight hundred and seventy-three by and between Her Majesty's Principal Secretary of State for the War Department of the one part, and The Directors of Point Pleasant Park, duly incorporated by an Act of the Legislature of Nova Scotia, of the other part.

Whereas, Her Majesty, by Her Secretary of State for War, was graciously pleased in the year one thousand eight hundred and sixty-six to give her Royal permission for the use of the Point Pleasant lands at Halifax as a public park, on certain conditions expressed and embodied in this Agreement;

And whereas, the lands consist of the southern part of the peninsula of Halifax, commencing near the Harbor of Halifax at the point marked A on the annexed plan; thence running west to the point marked B; thence south to the point marked C; thence west to the point marked D; thence southeast to the point marked E, and thence southwest to the point marked F, near the Old Chain

Battery at the North West Arm. All which lands are shewn on the said plan annexed hereto, and are thereon included, within a red edging.

Now therefore, it is by these presents, consented, covenanted and agreed, and license is hereby given that such parts of said lands as are not at present held or may not at any time or times hereafter be required by Her Majesty for all or any military uses or purposes defensive or offensive, including the erection of new forts or batteries or other buildings whatsoever of all which the exclusive possession and control shall remain in and belong to Her Majesty as heretofore shall and may henceforward be used, occupied and enjoyed by the public, and by the said Directors for their use as and for a public park for the term of nine hundred and ninety-nine years, subject until their determination to existing leases of portions of said lands and to the conditions following, that is to say :

1. All plans of proposed alterations, buildings or roads, before they shall be commenced or constructed within the said Park, are to be submitted for the approval of the General Officer commanding and the Commanding Royal Engineer for the time being, also a rent of one shilling per annum shall be paid to the War Department for the use of the said park.
2. The War Department shall have full power to resume possession, without compensation of any portion of the said lands or buildings, whenever it may be required in their judgment for any Military purpose whatsoever.
3. The War Department shall have power to fence in and enclose a sufficient space around the several forts and batteries, now or hereafter to be erected on the said land, and such portions thereof as now are or hereafter may be required to be occupied as gardens for the troops quartered therein.
4. The troops in garrison may at any time the General or other officer commanding require it march through, manœuvre or otherwise exercise on the said lands or encamp thereon.
5. The existing main road round the point together with any new carriage roads that may be formed shall be maintained and kept in order by the Directors.

6. No establishment for the sale of intoxicating liquors, &c., shall be erected on the said lands in any form without the sanction of the general officer commanding, and no building whatever of a permanent character shall be erected without the consent of the said Principal Secretary.

7. None of the trees on the lands shall be cut down for fencing or otherwise, and none of the stones quarried without the joint sanction of the general officer commanding, commanding officer of the Royal Engineers and the Directors. But the said Principal Secretary of State shall have power at any time to exercising the right of quarrying stones and cutting down trees or other obstructions in case of necessity, and also of cutting sods for the repair of earthworks.

8. Any agreement by the Directors for the pasturing or other occupation of the said lands shall be subject to the right of the War Department to resume possession thereof if required for any military use or purpose.

9. The War Department and the Directors shall severally have the right of closing the park one day in each year against the use thereof by the public.

10. The said Principal Secretary may re-enter on the said lands on breach of any of the covenants entered into as aforesaid by the Directors, and thereupon this Agreement and all rights and interests of the Directors and of the public thereunder shall immediately determine.

In witness whereof, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

EDWARD (L. S.) Cardwell.

WM. YOUNG, Chief Justice, *President*.

JOHN A. SINCLAIR, Mayor, *V. Pres't*.

JOHN S. D. THOMPSON, *Secretary*.

Signed, sealed and delivered
by Her Majesty's Principal
Secretary of State for the
War Department in the
presence of

HENRY ANDREW SOREL,
Colonel.

Signed and delivered under the
seals of the within named
Corporation the day and year
first above written in presence
of, by the President, Vice-
President, and Secretary
thereof.

JOSEPH SEETON.

Proved by oath of Joseph Seeton at eleven o'clock, a. m., this ninth day of December. A. D. 1875, and registered thereon in the Registry of Deeds at Halifax, Nova Scotia, in Book No. 199, pages 124, 125, 126.

W. H. KEATING, *Registrar.*

I certify the foregoing to be a true copy.

E. C. F.

Description of Properties acquired by the City of Halifax during
1889-1900.

ALLAN STREET, LAWRENCE STREET.—Two lots of land at the west end of Allan street and Lawrence street respectively, acquired from Jas. F. and Nancy Corston, for the sum of two hundred dollars, by deed bearing date Sept. 13th, 1899, for the purpose of extending Allan street and Lawrence street westwardly, and connecting the existing streets with their prolongations, already opened, through the Rosborough and Riding Ground properties. The deed is recorded in the Registry of Deeds office, in Book 338, pages 685, 6.

The description in the deed is as follows :

All that lot, piece or parcel of land, situat^o, lying and being at the western end of that portion of Allan street, at present belonging to the city of Halifax, in the city and County of Halifax, the said lot being more particularly described as follows :—

Beginning at a point formed by the intersection of the south side line of Allen street with the east boundary line of the said Corston's property ; thence running northerly by the said east boundary line of the said Corston's lot for a distance of sixty feet (60) or until it meets the northern boundary line of Allen street ; thence running westerly by the prolongation of the said north side line of Allen street until it comes to the western boundary line of the said Corston's lot ; thence southerly by the said western boundary line for a distance of sixty feet (60) or until it meets the prolongation westerly of the south side of Allen street ; thence easterly by the said prolongation of the said south side line of Allen street to the place of beginning. The said lot being shewn colored

red at the western end of Allen street, on a plan submitted to the City Council, and passed by that body on the 7th day of July, 1899. The said plan being filed as plan No. 1042 in the City Engineer's office at Halifax on July 13th, 1899.

Also, all that lot, piece or parcel of land, situate, lying and being at the western end of that portion of Lawrence street, at present belonging to the city of Halifax, in the city and county of Halifax, the said lot being more particularly described as follows:

Beginning at a point formed by the intersection of the south side line of Lawrence street with the east boundary line of the said Corston's property; thence running northerly by the said east boundary line of the said Corston's lot for a distance of sixty feet (60) or until it meets the northern boundary line of Lawrence street; thence running westerly by the prolongation to the said north side line of Lawrence street until it comes to the western boundary line of the said Corston's lot; thence southerly by the said western boundary line for a distance of sixty feet (60) or until it meets the prolongation westerly of the south side line of Lawrence street; thence easterly by the said prolongation of the south side line of Lawrence street to the place of beginning. The said lot being shewn colored red at the western end of Lawrence street on a plan submitted to the City Council, and passed by that body on the 7th day of July, 1899, the said plan being filed as plan No. 1042 in the City Engineer's office at Halifax, on July 13th, 1899.

DUNCAN STREET.—A lot of land 60 feet x 50 feet, situated at the west end of Duncan street, acquired from G. S. and Ada MacKinlay, for the sum of sixty-five dollars, by deed bearing date July 31st, 1899, for the purpose of extending Duncan westerly, and connecting the existing street with its prolongation already opened through the Rosborough and Riding Ground properties. The deed is recorded in the Registry of Deeds office in Book 338, pages 680, 1, 2.

The description in the deed is as follows:—

All that certain lot of land and premises, situate, lying and being in the western suburbs of the city of Halifax, and more fully described as follows:—

All that lot of land, being part of the Collins property, to the south of Chebucto road, in the city of Halifax, beginning on the west side of a lane or passage, at a point distant from Chebucto road one hundred and eighty feet in a southerly direction and twenty feet distant in a westerly direction from William Phillips' southwest corner; thence in a southerly direction along the west side of the said passage sixty feet or to meet a straight line drawn in continuation of the said south side line of Duncan street; thence in a westerly direction in continuation of the said south side line of Duncan street fifty feet to the Wright property; thence in a northerly direction along the east line of the property formerly called the Wright property sixty feet, more or less, or to meet a line drawn in continuation of the north side line of Duncan street; thence in an easterly direction in a line in continuation of the said north side line of Duncan street fifty feet, more or less, to the place of beginning. The said lot of land being shewn colored red on a plan entitled, "Plan shewing land required for the extension westwardly of Allan, Lawrence and Duncan streets, to accompany report to the City Council, dated July 7th, 1899." The said plan being filed in the City Engineer's office at Halifax, N. S., as plan number one thousand and forty-two.

LOCKMAN STREET.—A strip of land on the west side of Lockman street, at the north corner of Gerrish street, acquired from Caleb and Hannah Heisler, for the sum of two hundred and fifty dollars, by deed bearing date August 31st, 1899, for the purpose of straightening the West street line of Lockman street. The deed is recorded in the Registry of Deeds office in Book 338, pages 682, 3, 4.

The description in the deed is as follows:—

All that lot, piece or parcel of land, being that portion of the lot at the northwest corner of Gerrish street and Lockman street, owned by Caleb Heisler, lying to the eastward of the west side line of Lockman street, as shewn by the blue line on the plan entitled, "Plan shewing land required on Lockman street, at the northwest corner of Gerrish street, from Caleb Heisler," signed by F. W. W. Doane, City Engineer, and dated April 29th, 1898; the said west side line of Lockman street being parallel to the east side line of Lockman street, and being sixty-five feet (65) therefrom. The said east side line being as shewn on the plan entitled, "Plan of Lockman street from Cornwallis street to North street, showing

proposed widening," approved by the City Council, on the 27th day of March, 1896, and filed in the City Engineer's office as plan No. 787.

PRESTON STREET.—A strip of land, 100 feet x 4 feet 9 inches, on the east side of Preston (or Maple) street, at the north corner of Jubilee road, acquired from Richard J. and Annie Forristall, for the sum of forty dollars, by deed bearing date Sep. 19th, 1899, for the purpose of straightening the east side line of said street. The deed is recorded in the Registry of Deeds office, Book 338, p. p. 688, 9, 690.

The description in the deed is as follows :—

All that lot of land, situate, lying and being on the north side of Jubilee road and the east side of Maple street, in the city of Halifax aforesaid, being a strip of land four feet nine inches wide, from the western end of lot number one of William Fraser's subdivision of the Bank Head Farm, and described as follows :—

Beginning at the southwest corner of the store and dwelling house, occupied by the said Richard J. Forristall; thence westerly along the north side of Jubilee road four feet nine inches, more or less, to the southwest angle of said lot number one; thence northerly along the western side line of said lot number one one hundred feet, more or less, to the northwest angle of said lot; thence easterly along the northern side line of said lot four feet; thence at right angles southerly one hundred feet, more or less, to the place of beginning.

SOUTH HOLLIS STREET.—A lot 54 feet x 300 feet, adjoining a city lot south of the south end of South Hollis street, acquired from William G. and Kate Naylor, for the sum of five hundred dollars, by deed bearing date May 10th, 1900, for the purpose of extending South Hollis street. The deed is recorded in the Registry of Deeds office in Book 339, p. p. 542, 3, 4.

The description in the deed is as follows :—

All that certain lot, piece and parcel of land, and land covered with water, situate, lying and being in Ward number one in the city of Halifax aforesaid, formerly known as the Distillery Field,

belonging to the estate of the late Samuel Mitchell, being marked on a plan of division of the said field, made by the said Samuel Mitchell in his lifetime, as water lot number eight, and described as follows :—

Beginning at the southwest corner of George Anderson's lot ; thence running south fifty-four feet ; thence east in a southeasterly direction three hundred feet into the harbor of Halifax ; thence north fifty-four feet or until it comes to the southern side line of said George Anderson's lot ; thence west along said southern side line three hundred feet to the place of beginning, being the same property conveyed to one John Naylor by Henry Pryor and wife, by deed, dated the second day of December, A. D. 1889. and recorded in Book 276, page 49, 50, 51 and 52.

UPPER WATER STREET. Nos. 300 and 302. A lot of land, 24 feet long by 5 feet 6 inches deep at one end and 9 feet at the other, on the west side of Upper Water street, acquired from Brenton H. and Helen E. Collins, for the sum of one hundred dollars, by deed bearing date December 30th, 1899, for the purpose of straightening the west side line of Upper Water street. The deed is recorded in the Registry of Deeds office, in Book 344, pp. 45, 6, 7.

The description in the deed is as follows :—

All that lot, piece or parcel of land, situate, lying and being on the west side of Upper Water street, in the city and county of Halifax, and province aforesaid, being part of the property known as numbers "300 and 302" (three hundred and three hundred and two) Upper Water street, the said lot being more particularly described as follows :—

Beginning at a point formed by the intersection of the south boundary line of the said property numbers "300 and 302" with the existing west side line of Upper Water street : thence running northerly by the said west side line of Upper Water street, for a distance of twenty-four feet, more or less, or until it comes to the northern boundary line of said property numbers "300 and 302" ; thence westerly by the said northern boundary line for a distance of five feet and six inches ; thence southerly for a distance of twenty-four feet, or until it meets the southern boundary line of said property ; thence easterly by the said southern boundary line for a distance of nine feet, to the place of beginning.

WELLINGTON STREET.—A lot of land, 120 feet x 53 feet 4 inches, on the east side of Wellington street, acquired from the trustees of the Nova Scotia Permanent Benefit Building Society and Saving's Fund and Alf. Andersen, for the sum of eight hundred dollars, by deed bearing date November 17th, 1899, for the purpose of grading Wellington street, and also for the purposes of a gravel pit. The deed is recorded in the Registry of Deeds office, Book 333, p.p. 486, 7.

The description in the deed is as follows :—

All that part of the estate of the late James Chaddock, situate on Wellington street, in the city of Halifax and the province of Nova Scotia, marked and numbered on the plan of the division of the said estate made by W. A. Hendry, land surveyor, as nine and ten F. For plan see deed to Horatio Cuthbert Chaddock, Book 286, page 537, bounded as follows :—

Beginning at a point on the eastern side of Wellington street, at the southwest angle of lot number eight, the property of P. A. Chaddock; thence east along the southern line of said lot number eight one hundred and twenty feet or to the west line of Smithsfield, so called; thence southerly by said west line fifty-three feet eight inches or to a point on a line with the partition wall dividing the double house which stands one half on number ten the other half on number eleven; thence westerly by said line and along the centre of said partition, in all one hundred and twenty feet, or to the east line of Wellington street aforesaid; thence northerly by the same fifty-three feet four inches or to the place of beginning, containing six thousand four hundred superficial feet.

WELLINGTON STREET—A lot of land 35 feet x 120 feet, on the east side of Wellington street, acquired from John E. Chaddock, for the sum of eight hundred dollars, by deed bearing date Nov. 20th, 1899, for the purpose of grading Wellington street, and also for the purposes of a gravel pit. The deed is recorded in the Registry of Deeds office in Book 333, p.p. 487, 8, 9.

The description in the deed is as follows :—

All that certain lot, piece or parcel of land, situate, lying and

being on the east side of Wellington street, in the city of Halifax, being the whole of lot number eleven and part of lot number twelve on the plan of the division of the estate of the late James Chaddock, and bounded and described as follows, viz :—

Beginning at the southwest angle of lot number ten, now or formerly the property of Myriam L. Chaddock; thence easterly by said lot number ten being along the centre of the partition wall dividing the double house which stands on lots ten and eleven one hundred and twenty feet or until it meets the western boundary line of Smith's Field, so called; thence southerly by the same thirty-five feet; thence at right angles westerly one hundred and twenty feet to Wellington street aforesaid; thence northerly by said street thirty-five feet to the place of beginning.

Permit to War Department to Open Streets to Repair Cable.

EMERGENCY PERMIT.

Permission is hereby granted to Her Majesty's War Department to excavate and open the street or sidewalk in Gottingen street, Sackville street, South Park street, Spring Garden road, Tower road and South street, in the city of Halifax, on the line of their underground cable, for the purpose of testing, examining or repairing said cable, subject to the following conditions :—

1. This permit shall have no force or effect until the said Department agrees to all the conditions contained herein.

2. This permit shall expire whenever the Department refuses or neglects to comply with any condition contained herein or instructions which the City Engineer may give from time to time with reference to the manner of performing the work contemplated herein.

3. The said Department shall send notification to the City Engineer whenever any opening is made under this permit. Such notice shall be sent, if possible, before the opening is made.

4. The surface of the roadway must in all cases be picked off to the full depth of the road metal, and such material must be

preserved by itself, and all excavated material shall be replaced as nearly as possible in the condition in which it was found.

5. The dimensions and extent of openings must be no greater than is absolutely necessary to carry on the work.

6. The material excavated shall be laid in a compact heap on the side of the street or sidewalk, and shall be kept trimmed up so as to cause as little inconvenience as possible to the travelling public and adjoining tenants.

7. The Department shall not obstruct the gutter of any street but shall use all proper measures to provide for the free passage of water along the gutters.

8. The operations of the Department must not obstruct the traffic on any street or sidewalk, or block up the entrance to any property or premises.

9. The Department shall take all necessary precautions to protect the public against accidents during their operations on the street, and shall furnish and maintain to the satisfaction of the City Engineer all temporary fencing, bridging, lighting and watching which may be necessary in his opinion, and shall place or maintain during the night from dusk to daylight a sufficient number of lights on or near the work as a warning to the public.

10. The Department must be responsible for all loss, expense or damage of any nature whatever, which may happen to persons or property during the performance of or in consequence of the work embraced in this Permit, and in the event of suits for damages through accidents shall indemnify and save harmless the City.

11. The whole work of opening and re-filling is to be done to the satisfaction of the City Engineer, and re-surfacing is to be done in such a manner that after-settlement will be prevented as far as possible.

12. The Department shall be responsible for after-settlement and the satisfactory condition of the street or sidewalk surface over and along the trench wherever opened for a period of three

months after the work contemplated under this permit is finished, and the said Department shall be responsible for any accident that occurs on account of the defective condition of such surface.

13. Should the Department neglect or refuse to restore the street surface properly and to a safe and satisfactory condition (of which the City Engineer shall be judge) the said Engineer may wish or with out further notice perform, or do whatever in his judgment may be necessary or expedient, in order to complete the work or to restore it to a satisfactory condition and the entire cost shall be borne and paid by the said War Department.

14. This permit may be cancelled at any time by notice in writing to the Commanding Royal Engineer from the City Engineer, and after the sending of such notice this permit shall expire.

F. W. W. DOANE,
City Engineer.

Halifax, N. S., Nov. 15th, 1899.

All the conditions contained in the foregoing permit are hereby agreed to.

ARTHUR W. COLLARD,
Colonel. D. A. A. G.

Halifax, N. S., Nov. 18th, 1899.

REPORT
OF
CLERK OF WORKS.

HALIFAX, N.S., AUGUST 9th, 1900.

His Worship the Mayor:

SIR,—I herewith submit for your information the Annual Report of this Department for the Civic year ending April 30th, 1900.

I have the honor to be, Sir,

Your obedient Servant,

JAS. J. HOPEWELL,

Clerk of Works.

ANNUAL REPORT, 1899-1900.

West and Maynard Streets—Land Purchase.

1899.		
May 1.	By Balance brought forward 1898-9	\$1139 24

Land Sales Foot of Young Street.

1899.		
May 1.	By Balance brought forward 1898-9, transferred street account March 26th, 1900.....	\$283 79

Young Avenue.

1899.		
May 1.	By Balance brought forward 1898-9.....	\$47 86

Young Avenue House and Land Appropriation.

1899.		
May 1.	By Balance brought forward 1898-9.....	\$337 01
	EXPENDITURE.	
	Chas. Annand, advertising.....	4 88
	Cr. Balance carried forward 1900-1901.....	\$332 53

Citadel Improvement.

1899.			
May 1.	By Balance brought forward 1898-9.....		\$367 16
		EXPENDITURE.	
	Army Pay Department, rent 1 year.....	25	
	Black Bros. & Co., Hardware.....	35	
	John McInnes & Son, Lumber.....	1 03	1 63
			<u>1 63</u>
	Cr. Balance carried forward 1900-1.....		<u>\$365 53</u>

Campbell Road Widening.

1899.			
May 1.	By Balance brought forward 1898 9, transferred Street Account March 26, 1900.....		\$228 53
			<u>\$228 53</u>

Quinpool Road Widening.

1899.			
	To Balance brought forward from 1898-9.....		<u>\$142 10</u>

Steam Roller Loan.

1899.			
May 1.	By Balance brought forward 1898-9.....		<u>\$1236 41</u>

Esplanade.

1899.			
May 1.	By appropriation brought forward 1898-9.....		<u>\$6500 00</u>

Horses and Drivers.

1889.		
May 1.	By Appropriation.....	\$2500 00
	“ Thomas Spelman. Refund on Account Purchase Horse.....	20 65
	“ N. S. Prov. Exhibition.....	2 00
	“ Jes. Wood, Cleaning Central Wharf.....	9 20
	“ Bruce Kinsman, Loss time.....	50
	“ City Property transferred for work done.....	34 40
	“ Cleaning Drill Shed.....	9 60
		<hr/>
		\$2576 25

EXPENDITURE.

Wages.....	\$1652 89
Feed, etc.....	636 12
Horseshoeing.....	115 64
Harness supplies and repairs.....	41 05
Estate Honora Quinn, rent barn, West street.....	60 00
Lumber.....	7 14
Horse-power Machine, freight.....	4 52
Exhibition Field, mowing hay.....	4 20
Axle Grease.....	4 30
Hardware.....	3 39
Stove Pipe, Etc.....	1 75
35 lbs. Turkeys.....	5 25
Wm. Jakeman & Son, Veterinary service per contract.....	40 00
	<hr/>
	\$2576 25

Street Lighting, 1898-9.

1898.		
May 1.	By Balance brought forward 1897-8.....	\$295 91

EXPENDITURE.

Chas. Annand, advertising.....	8 60
	<hr/>
Unexpended balance.....	287 31

City Hall Lighting, 1898-9.

1898.		
May 1.	By Balance 1897-8, transferred unexpended balances.....	\$87 06

Street Lighting, 1899-1900.

1899.			
May 1.	By Appropriation		\$18000 00
		EXPENDITURE.	
	Halifax Ill. & Motor Co., Ltd., Electric lighting...	\$17762 23	
	People's Heat & Light Co., 3 gas lamps.....	82 50	
	Sundry Advertising.....	12 83	
	P. R. Colpitt, expenses	5 00	
		<u> </u>	\$17862 56
	Unexpended balance		\$ <u>137 44</u>

City Hall Lighting.

1899.			
May 1.	By Appropriation		\$800 00
	" Canadian Gen. Elec. Co.....		06
			<u> </u>
			\$800 06
		EXPENDITURE.	
	Halifax Tramway Co., Ltd., Electric lighting	\$635 46	
	People's Heat & Light Co., Gas lighting	44 25	
		<u> </u>	679 71
	Unexpended balance		<u>\$120 35</u>

Telephones.

1899.			
May 1.	By Appropriation		\$238 00
		EXPENDITURE.	
	City Clerk's Office	\$35 00	
	" Collector's "	35 00	
	" Engineer's "	35 00	
	" Workshop	35 00	
	Alderman's Room	25 00	
	Desk, Mayor's Office	13 00	
	Stipendiary's Residence	25 90	
	Clerk of Works	35 00	
		<u> </u>	\$238 00

Insurance.

1899.
 May 1 By Appropriation \$ 950 00

EXPENDITURE.

City Hall	premium on \$30000 at 60c...	\$180 00	
“ “ furniture and fittings, “	10000 at 60c...	60 00	
“ Prison	“ 5000 at 1 p. c.	50 00	
“ “ outbuildings	“ 3000 at 1 p. c.	30 00	
Infectious Disease Hospital ..	“ 5000 at 1½ p. c.	75 00	
Small Pox	“ 500 at 1 p. c.	5 00	
Machinery Hall	“ 1500 at 2 p. c.	30 00	
Machinery in same	“ 92.0 at 2 p. c.	184 00	
Central Engine House	“ 2000 at 60c...	12 00	
Gerrish Street Engine House.	“ 2000 at 50c...	10 00	
Queen “ “ “	“ 1500 at 50c...	9 00	
Isleville “ “ “	“ 1000 at 75c...	7 50	
Quinpool Road “ “ “	“ 2500 at 50c...	12 50	
Spring Garden Rd. “ “ “	“ 1000 at 50c...	5 00	
West & James Sts. “ “ “	“ 4000 at 50c...	20 00	
Grafton Street “ “ “	“ 1000 at 90c...	9 00	
Old Exhibition Building....	“ 2000 at 2 p. c.	40 00	
2 Keepers' Houses, Chain and Spruce } Hill Lakes, at \$500 each	} 1000 at 75c...	7 50	
Total	\$825 00		746 50
			Unexpended balance.... \$203 50

Lockman Street Widening.

1869.
 May 1 - By Balance brought forward 1898-9 \$37 67
 “ Sale of Land (McKerron) 300 00
 “ Rent No. 151 Lockman Street, per W. B. Slack..... 120 00
 “ “ No. 23, Corner of Lockman Street and Cornwallis Streets. 26 32
 \$483 99

EXPENDITURE.

Caleb Heisler, piece of land west side	\$250 00	
Halifax Fire Insurance, premiums No. 151 Lockman and 23 Cornwallis	13 75	
Recorder and Herald, advertising	24 17	
Painting, Glazing and Hardware	5 50	
Labor	2 72	
		296 14
Cr. balance transferred 1900-1901	\$187 85	

Steam Roller Fund,

By Hire Roller.....	\$ 17 50
“ Sewerage, transfer for work done.....	150 00
“ Permanent Pavement, transfer for work done.....	127 50
“ Construction (Water) “ “ “.....	18 00
“ Streets..... “ “ “.....	909 14

 \$1222 14

EXPENDITURE.

1899.		To Balance brought forward 1898-9.....	\$ 2 84
May 1.		“ Labor and repairs.....	1032 63
		“ Coal.....	130 03
		“ Oil.....	29 54
		“ Machinists' repairing bolts, etc.....	15 64
		“ Waste, lead, paint, marline, etc.....	1 46
			\$1222 14

Permanent Pavement.

1899.		By Balance brought forward 1898-9.....	\$8358 68
May 1.		“ Sundry collections per City Collector.....	1435 55
		“ “ “ Dept. City Works.....	107 67
		“ Transfer for material used to Oct. 9, 1899.....	1139 17

 \$11041 07

EXPENDITURE.

John McFtridge, Jr., asphaltting, and repairing.....	\$2013 32
John Kline, Jr., granite.....	1161 16
Labor and truckage.....	1035 98
Bermuda Cable Co. deposit returned per Engineer's order.....	20 00
W. N. Brown, wheelbarrow wheels.....	9 00
Hardware.....	80
Steam Roller Fund, transfer for work done.....	127 50

 4367 76

 Cr. balance carried forward 1900-1901..... \$6673 31

Internal Health.

1899.		
May 1.	By Appropriation	\$14000 00
	" Refund on account labor, cleaning and sale sweepings	16 33
		<u>\$14016 33</u>

EXPENDITURE,

Cleaning streets	\$7961 71
" and repairs catch-pits, gratings, gutters and sewers.	2500 18
Removal ashes	1456 00
Spreading " on dumps	793 80
Sundry repairs, watering carts etc.	328 37
Brooms, scrapers, and repairs	289 27
Shovelling snow	189 80
Hardware	28 73
Watering Streets per contract (Geo. Harvey)	313 83
Advertising	46 82
1 Arc Light (u e of dumps)	33 90
Expansion Rings and Washers	24 50
Lime	4 40
Salt	65
Rent of Shed for watering cart, 1 year to April 7, 1900..	30 00
	<u>14001 96</u>
Unexpended balance	<u>\$14 37</u>

Streets.

1899.		
May 1.	By Appropriation	\$21000 00
	" Sundry collectors, Department of City Work	842 09
	" Maintenance, transfer for work done	31 75
	" Contingent account " " "	113 53
		<u>\$21987 37</u>

EXPENDITURE.

½ Salary, Foreman Streets	\$ 500 00
Labor	12904 42
Halifax Association Imp. Condition Poor, broken stone.	3058 85
Asphalt	191 95
Hardware supplies, repairs waggons, harness	22 05
Poors' Asylum concrete work	30 67
Hack Hire	4 00
Advertising	6 01
Lumber	28 85
Richd. Forestall, land for widening Preston Street	40 00
Jas. F. Corstou, " " extension Allen & Laurence Sts.	200 00
Geo. S. MacKinlay " " " Duncan Street	65 00
Eastern Trust Co. (Chaddock Estate) land E. side Wellington Street	80 00

N. S. Per. Building Society (Chaddock Estate) land E. side Wellington Street.....	800 00
Robie Uniacke, strip land W. side Upper Water Street.	100 00
Sewerage, transfer for material used	440 07
Permanent Pavement, transfer for material used.....	1139 17
John Kline, Jr., granite supplied.....	721 99
Registrar Deeds, fees.....	25 20
Steam Roller Fund, transfer for work done	909 14
	<u>\$21987 37</u>

Fuel.

1899.		
May 1.	By Appropriation.....	\$850 00
	EXPENDITURE.	
	William Roche, 144 tons 370 lbs Hard Coal, 9 chaldrons	
	Soft Coal.....	787 58
	People's Heat & Light Co., 2 tons 600 lbs coke.....	7 47
	Labor, putting in coal and removing ashes.....	41 10
	Advertising.....	9 02
		<u>845 17</u>
	Unexpended balance.....	<u>\$4 83</u>

City Property.

1899.		
May 1.	By Appropriation	\$2200 00
	“ Sale, 1 transit.....	75 00
		<u>\$2275 00</u>
	EXPENDITURE.	
	City Hall repairs, and fittings.....	\$578 08
	Egg Pond “.....	50 41
	Grand Parade, 6 Garden seats.....	27 00
	Hardware.....	48 24
	Lumber.....	119 62
	Old Exhibition, plumbing work.....	15 76
	Painting flagstaff.....	13 60
	1 Ben-inger Duplicator, Engineer's office.....	8 00
	1 Electric Lamp, City Clerk's “.....	10 74
	Mowing Machine repairs.....	7 99
	2 City Directories.....	5 00
	Demini on Inspection Scales.....	75
	General Work.....	266 93
	Repairs to Esplanade.....	47 37
	Stationery, per Engineer's office.....	83 47
	Building Cinder Path on North Common.....	98 55

Repairs Greenbank Bathing Pier.....	69 00	
“ Engineer's waggon.....	24 80	
Plumbing, Examiner's supplies.....	42 61	
Engineer's Office, 1 transit.....	257 11	
John Naylor, 1 piece land, South Hollis Street.....	500 00	
		<u>\$2274 94</u>
Unexpended balance.....		<u>\$ 06</u>

Plumbers' License Fees.

Chas. P. Hill.....	\$10 00
F. R. Brown.....	10 00
Chas. W. Johnson.....	10 00
S. M. Harris for 1899.....	1 00
Magnus & Lownds for 1900.....	1 00
Crump & Perrior “.....	1 00
Fred. R. Brown “.....	1 00
John McFatrige, Jr., “.....	1 00
Hoben & Wooten “.....	1 00
J. J. Brownley “.....	1 00
Day & Kinsman “.....	1 00
Geo. Rent “.....	1 00
John B. Naylor & Son “.....	1 00
W. S. Craig “.....	1 00
J. E. Myers “.....	1 00
Ezra Davison “.....	1 00
Longard Bros. “.....	1 00
Macdonald & Co. “.....	1 00
Farquhar Bros. “.....	1 00
S. M. Harris “.....	1 00
Deposited with treasurer.....	<u>\$47 00</u>

Young Avenue Sewer.

	Labor.	Material.	Total.
Young Avenue Section (Atlantic to Owen).....	\$3885 70	\$2050 93	\$5936 63
“ “ “ (Owen to Miller).....	3333 17	1368 46	4701 63
“ “ “ (Atlantic to Inglis).....	1800 82	810 98	2611 80
Atlantic and Plover Street Section from Young Avenue to Pond, Plover Street.....	4743 59	2555 65	7299 24
Unfinished Owen and Plover Street Section.....	2377 18	.....	2377 18
			<u>154 00</u>
Labor Watching.....			154 00
To date.....			<u>\$23080 48</u>

Total Cash Paid for Labor.....	\$15758	45
Material and City Horses, not transferred.	7168	03
Labor Watching " " "	154	00
	<u>\$23080</u>	<u>48</u>

Sewerage.

1899.			
May 1.	By balance brought forward 1898-9.....	\$27820	43
	" Collections deposited per City Collector.....	22360	56
	" " " " Department City Works.....	240	04
	" Streets, transfer for material and labor.....	440	07
		<u>\$50861</u>	<u>10</u>

EXPENDITURE.

Labor.....	\$15310	25	
Salaries as per estimates.....	3050	00	
Cement.....	3438	98	
Hardware supplies.....	10	6 10	
Sand and gravel.....	824	58	
Granite Man-holes and catch-pit curbs.....	945	00	
Drain pipe.....	533	47	
Poors' A-sylm, making concrete.....	588	92	
Iron and Brass castings.....	97	41	
Stationery supplies and advertising.....	85	20	
Lumber.....	50	07	
Repairs, etc., waggons, harness repairs.....	15	20	
Coal.....	42	19	
Brick.....	452	84	
Horseshoeing and board, Foreman Streets' horse.....	231	11	
Asphalting.....	16	51	
1 year's subscription, Herald and Chronicle.....	12	00	
Glazing and Plumbing.....	10	65	
Leather.....	6	13	
E. Buckley, damages overflow cellar.....	50	00	
Steam Roller Fund, transfer for work done.....	150	00	
	<u>26916</u>	<u>61</u>	
	Cr. balance carried forward 1900-1901.	<u>\$23944</u>	<u>49</u>

Public Baths.

1900			
May 1.	By balance brought forward, 1898-9.....	\$2503	19
	" Cash received at Chain Rock Bath.....	366	05
	" " " at " Floating Bath.....	61	00
		<u>\$2930</u>	<u>24</u>