



## CHAPTER 83.

An Act to validate certain Agreements between the City of Victoria and the British Columbia Telephone Company, Limited, and certain By-laws of the City of Victoria passed in connection therewith.

[6<sup>th</sup> April, 1916]

**W**HEREAS the Corporation of the City of Victoria (hereinafter called "the Corporation") and the British Columbia Telephone Company, Limited (hereinafter called "the Company"), entered into an Agreement dated the ninth day of August, 1910, concerning the removal of telephone poles and overhead wires from the streets within a certain area therein defined in the said city and the substitution therefor of underground construction, said Agreement being set forth in a by-law of the Corporation known as the "Underground Telephone By-law, 1910" (By-law No. 816), which said by-law, after receiving the assent of the ratepayers thereto in the manner provided by law, was finally passed by the Corporation on the sixteenth day of January, 1911: Preamble

And whereas, in order to facilitate the carrying out of the said Agreement of the ninth day of August, 1910, the Corporation on the eighth day of July, 1912, finally passed a further by-law known as the "Underground Telephone Entry By-law, 1912" (By-law No. 1298):

And whereas large sums of money have been spent by the Company and the Corporation in the construction of the works contemplated in the said Agreement of the ninth day of August, 1910:

And whereas certain differences have arisen between the Company and the Corporation in respect of certain matters arising out of the said Agreement of ninth day of August, 1910:

And whereas, in order to settle the said differences, the City and the Corporation entered into a further Agreement dated the thirtieth day of March, 1915, and since the date of the said Agreement the Company pursuant thereto has spent a large sum of money in connection with the construction of the said underground works herein before referred to:

And whereas the Corporation and the Company have by their petition asked that the said several above-mentioned by-laws and Agreements be validated and confirmed:

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

Validation Agree-  
ments 9th August,  
1910, and 30th  
March, 1915

1. The said Agreement of the ninth day of August, 1910 (as the same is modified by the said Agreement of the thirtieth day of March, 1915), and the said Agreement of the thirtieth day of March, 1915 (copies of which Agreements are set out in Schedules A and B hereto respectively), and each of them are hereby respectively declared to be valid and binding Agreements, and to be within the corporate powers of the Corporation and the Company respectively, and to have been valid and legally binding upon the Corporation and the Company respectively from the respective dates upon which the same were entered into.

Validation By law  
No. 1298

2. It is hereby declared that it shall not be competent for any Court to declare invalid or defective or to quash, set aside, or otherwise refuse to recognize the validity of By-law No. 1298 of the Corporation of the City of Victoria, being the "Underground Telephone Entry By-law, 1912" (a copy of which is set out in Schedule C hereto), by reason of the fact that the said by-law has not received the assent of the electors of the Corporation of the City of Victoria, and the said By-law No. 1298 is hereby validated and confirmed in so far as objections may be taken thereto by reason of the failure to obtain such assent.

Short title

3. This Act may be cited as the "City of Victoria and British Columbia Telephone Company, Limited, Validation Act, 1916."

## SCHEDULES.

## SCHEDULE A.

THIS INDENTURE, made in duplicate this ninth day of August, in the year of our Lord one thousand nine hundred and ten.

Between

THE CORPORATION OF THE CITY OF VICTORIA (hereinafter called "the City")  
of the first part;

and

BRITISH COLUMBIA TELEPHONE COMPANY, LIMITED (hereinafter called "the Company"), of the second part.

Whereas the Company carries on a telephone business in the City of Victoria, in the Province of British Columbia, and carries its cables and wires upon poles in the streets of the City:

And whereas the Company, at the request of the City, has consented to remove its said poles, cables, and wires from certain streets hereinafter set forth, and to place its cables and wires in underground conduits in streets hereinafter mentioned, and to provide service by means of underground conduits and poles in the interior of the blocks having connection with the conduits in said streets:

And whereas by the provisions of section fifty (50), subsections (18a) and (18b), of the "Municipal Clauses Act" the parties hereto have the right to provide for such work to be done by the Company at the expense and cost of the City:

And whereas it has been so agreed:

Now, therefore, this Indenture witnesseth that, in consideration of the premises and of the mutual covenants hereinafter contained, and of the sum of one dollar (\$1) of lawful money of Canada paid by each of the parties hereto to the other of them (the receipt whereof is hereby by them respectively acknowledged), the parties hereto mutually covenant as follows:—

1. The Company will immediately endeavour to secure such rights-of-way or easements over or through private property within the area hereinafter mentioned, and also property abutting on Fort Street between Douglas and Cook Streets and on Yates Street from Douglas to Quadra Streets, as they may deem necessary for the purpose aforesaid; should the Company not be able to secure without payment therefor all the rights-of-way or easements for such purposes, the City undertakes to immediately provide same under their powers in said Act set out.

2. Upon the Company or the City having acquired the rights and easements set out in paragraph 1 hereof, the Company as contractors for the City shall immediately proceed to construct and establish an underground conduit system for the carrying of cables and wires for the use and only for the purposes of the Company's business within the area bounded by the following streets of the City, namely:—

Wharf Street, Humboldt, Douglas, Burdette Avenue, Blanchard, Cormorant, Store, and Johnson Streets, as shown on the plan attached hereto, and also on Fort Street from Douglas Street to Cook Street and Yates Street from Douglas to Quadra Streets. Within such area the Company covenants, on or before the thirtieth day of August, A.D. 1912, to completely remove all their present overhead apparatus and equipment of poles and wires, provided all such rights and easements shall have been obtained on or before the first day of January, A.D. 1912, still rendering to all customers of the Company a satisfactory service.

3. For such purposes the Company shall have authority to enter upon all and every road, street, alley, or thoroughfare within the said area, and Fort Street between Douglas and Cook Streets and Yates Street from Douglas to Quadra Streets, and to dig up the road-bed thereof; subject, however, to, and the Company shall first obtain the written direction of, the City Engineer, who shall have sole authority to direct at what particular point and at what particular time the said road, street, alley, or thoroughfare shall be dug up, and in what order as to time among the various streets:

Provided, however, that the said work shall be carried out as expeditiously as possible, with as little inconvenience to the public traffic as possible, and all and every street or streets restored or replaced in the same condition as before the work or repair was commenced.

4. The Company agrees to provide, erect, and maintain all requisite barriers, fences, and other proper protection, and to provide, keep, and maintain such watchmen and lights with red globes as may be necessary, or as may be ordered by the City Engineer, in order to ensure safety to the public as well as those engaged about the premises or works, and agree, where it is practicable in the City Engineer's opinion, to keep any roadway open for travel for the use of the public for such width as the City Engineer may direct. The Company also agrees to provide a sufficient number of "no thoroughfare" or other property notices which they must cause to be placed and maintained in good order in conspicuous places wherever any roadway, sidewalk, or thoroughfare is torn up or dangerous, and so long as it remains unsafe or unfinished, and when the work is carried on at night, the Company will supply at their own expense a sufficient number of electric or other approved and efficient lights to enable the same to be done in an efficient and satisfactory manner, and the City Engineer shall have the power to order additional lights to be put on at the Company's expense if in the City Engineer's opinion they are or may be required; and the Company hereby agrees to indemnify and save harmless the said City of and from all loss, cost, or damage by reason of any act, matter, cause, or thing done or omitted to be done by the Company for the protection of the public during their operations either of construction or repair.

5. The whole of the works so to be constructed as aforesaid, excepting the Central Station and contents and all telephone instruments and wiring within buildings, but including the property, rights, powers, and privileges in the above-described area, and on Fort Street between Douglas and Cook Streets obtained by the Company or City under paragraph 1 hereof, shall from day to day, as the same are completed, be and become the absolute property of and for all purposes vested in the City, subject only to the exclusive right of user hereinafter provided; and in like manner all substitutions for and all additions to the said works or any part thereof during the usage of the same by the Company, and prior to the final payment therefor by the Company, shall become and be the absolute property of and vested in the said City.

6. For the purpose aforesaid, the City agrees to submit before the thirtieth day of September, A.D. 1910, a by-law to the electors of the City entitled to vote upon money by-laws to raise the sum of one hundred thousand dollars (\$100,000), which is the estimated cost of the said works, and upon the passing of such by-law agrees to issue debentures to the said amount either payable in fifty years from the twenty-first day of January, A.D. 1911, or at the option of the Company to be redeemable at any time upon six months' notice to the debenture-holders, such debentures in either case to bear interest thereon at the rate of four per cent. (4%) per annum, on the twenty-first day of January and July in each year.

7. When the City Electrician or the City Engineer shall certify in writing that the Company have expended twenty-five thousand dollars on said works,

the City will hand over and deliver to the Company debentures, being a portion of the said issue of the par value of twenty-five thousand dollars, and thereafter, whenever an additional twenty-five thousand dollars shall have been expended and have been so certified by the said Engineer or Electrician, the City will hand over and deliver to the Company further debentures of the par value of twenty-five thousand dollars in each instance until the Company shall have expended the sum of seventy-five thousand dollars, and shall have received debentures of a par value of that sum.

The City will hand over to the said Company the balance of the said debentures when the City Engineer or City Electrician shall have certified that the whole of the work mentioned in paragraph 2 hereof has been completed.

8. The City shall, upon the sufficient completion of the work of establishing and construction of the said conduit system, give authority and suffer and permit the Company to exclusively use and operate the same, and to maintain, reconstruct, alter, and repair the cables, conduits, wires, and other apparatus so constructed for the purpose of supplying telephone service until default for three months be made on the part of the telephone company in the payment in the next paragraph provided for:

Provided that should the Company at any time within three months after any such default pay to the City the principal and interest then in default, together with interest on the overdue interest at the rate of five per cent. (5%) per annum, then the rights of user of the Company shall continue in all respects as if no default had been made.

9. The Company shall from and after the date of such handing-over of such debentures, and during the whole life thereof, make a semi-annual payment to the City equal in amount to the interest and sinking fund upon the amount of the said debentures on the fifteenth day of January and July in each year.

10. Upon payment by the Company of all the semi-annual payments of interest and sinking fund upon the said debentures, the City will grant and convey or otherwise transfer to the Company, free of encumbrance, the whole of the works so to be constructed and substitutions and additions thereto, and which have been herein agreed to be vested in the City, and also all rights, property, powers, and privileges obtained by the Company or the City as aforesaid or enjoyed by the City under said subsections (18a) and (18b), so far as the same relate to telephones, to the end that the City shall vest in the Company all the title the City shall have in the underground system to be completed under this Agreement.

11. In the event of the Company requiring the City to issue debentures redeemable as provided in clause 6 hereof, then the Company may at any time hereafter pay to the City a sum which added to the amount of sinking fund which at any time of such payment shall have been already paid to the City be sufficient to redeem the said debentures, and thereupon the City will grant and convey or otherwise transfer to the Company, free of encumbrances, the whole of the works, substitutions, and additions so to be constructed, which have been herein agreed to be vested in the City, and also all rights, powers, and privileges obtained by the Company or the City as aforesaid or enjoyed by the City under said subsections (18a) or (18b), to the end that the City shall vest in the Company all the title the City shall have in the underground system to be completed under this Agreement.

12. If at any time the Company shall find it necessary to excavate, open up, reconstruct, alter, maintain, or repair all or any of the said conduits, or to effect any repairs to any of the fixtures or apparatus used in connection with the said system, the Company shall have the power, in so far as the City are authorized to give the same, to enter upon and do said work, and if necessary

shall for such purpose have, upon obtaining permission from the City Engineer, power to block or divert the vehicular or passenger traffic temporarily as may be sanctioned by such permit:

Provided, however, that the work shall be carried out as expeditiously and with as little inconvenience to the public traffic as possible, and the streets, or street, restored or replaced in the same condition as before the work or repair was commenced.

13. The Company undertakes, when requested so to do in writing, to alter or change at its own expense the location of any conduit, cable, wire, or other appliance constructed or affixed to the interior of any of the block pursuant to the provisions of this Agreement, and replace the same in some other convenient position in said block or any of them, whenever or so often as such alteration and replacing is made necessary by reason of the construction of a new building, rebuilding or the alteration or extension of any building in said block or any of them, and so that the Company will at all times do and execute all necessary works, matters, and things which new conditions in real property affected may require. And in default the City shall have the right to apply to the Court for appropriate relief in said premises, notwithstanding that it may suffer no damage or no special damage by reason of such default.

14. Except as herein set forth, no statutory or other right of the City or of the Company shall be abrogated or waived by reason of this Agreement. After the date hereof, the Company will not in any streets or squares of the City, from which it has removed, or at any future time may remove, its overhead telephone wires and system and substitute a service from underground conduits in manner provided in this Agreement, place any poles for their telephone system; and the City shall not at any time hereafter allow any telephone service through overhead wires on poles along, across, or over any such streets or squares.

15. The Company further agrees that hereafter, when the City shall pass by-laws for permanent pavements under the local improvement clauses of the "Municipal Clauses Act," which together form a continuous permanent pavement, leading from the area set out in paragraph No. 2 hereof, and furnishes the Company with permanent means of access to and distribution from suitable points within the interior of each block abutting upon such streets, the Company will lay conduits under such streets and place its wires therein, and install all the necessary apparatus for an underground telephone system such as is contemplated under the foregoing, then the Company may be assessed as an owner under such by-laws for the amount of fifty per cent. of the costs of the conduits and the laying thereof.

And the Company further covenants, immediately upon completion thereof, to use the same and remove from such streets all their overhead wires, cables, and all their poles, and such conduits shall thereafter vest in and become the property of the Company, and the City will execute to the Company all grants necessary to vest in the Company the same conduits and any rights-of-way or other easements used in connection therewith, and hereafter the Company shall have the same rights in respect of such streets or the telephone system to be constructed therein as are conferred by clause 12 hereof in respect of the streets and systems to be constructed therein within the said area.

16. This Agreement shall be binding from and after the passing of the said by-law authorizing the said debentures.

17. This Agreement and everything herein contained shall respectively inure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

In witness whereof the parties hereto have caused their respective corporate seals to be hereunto affixed the day and year first above written.

<p>The corporate seal of the Corporation of the City of Victoria was hereunto affixed in the presence of—</p> <p style="text-align: center;">W. J. DOWLER, C.M.C.</p>	}	<p>[Seal of the Corporation of the City of Victoria.]</p> <p style="text-align: center;">A. J. MORLEY, <i>Mayor.</i></p>
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<p>The corporate seal of the British Columbia Telephone Company, Limited, was hereunto affixed in the presence of—</p> <p style="text-align: center;">W. FARRELL, <i>President.</i> GEO. H. HALSE, <i>Secretary.</i></p>	}	<p>[Seal of the British Columbia Telephone Company, Limited.]</p>
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#### SCHEDULE B.

This AGREEMENT, made in duplicate the thirtieth day of March, 1915.

Between

THE CORPORATION OF THE CITY OF VICTORIA (hereinafter called "the City")  
of the one part;

and

BRITISH COLUMBIA TELEPHONE COMPANY, LIMITED (hereinafter called "the Company"), of the second part.

Whereas an Agreement dated the ninth day of August, 1910 (hereinafter referred to as "the said Agreement"), was entered into between the parties hereto providing for the removal of the poles and other overhead construction of the Company in certain portions of the City of Victoria, and the placing of such construction underground, a true copy of which Agreement is set out in By-law No. 816 of the City of Victoria:

And whereas certain disputes have arisen between the parties hereto in respect of certain matters arising out of the said Agreement:

And whereas pursuant to clause 2 of the said Agreement the Company has proceeded with the said works and has completed over seventy-five thousand dollars' worth of work and has received from the City fifty thousand dollars' worth of debentures pursuant to clause 7 of the said Agreement:

And whereas, in order to settle the said disputes, the parties hereto have agreed as hereinafter set forth:

Now, therefore, this Agreement witnesseth:—

1. Notwithstanding anything in clause 1 of the said Agreement contained, the Company agrees that it will pay to the City one-half of the expenses (including compensation, arbitrators', witnesses', and claimant's solicitors' taxable fees), actually in cash, incurred in obtaining such rights-of-way or easements over or through the private properties mentioned in clauses 1 and 2 of the said Agreement as the City within ten years from the date hereof shall under the provisions of said Agreement be required by the Company to provide. After the expiration of such period of ten years the Company will pay the whole of such expenses in respect of any such easements or rights-of-way which it may call upon the City to provide, and will supply all necessary legal services. And the City agrees to immediately obtain for the Company during

the said period of ten years and thereafter the said rights-of-way and easements as and when required by the Company. Except as in this clause varied, clause 1 of the said Agreement shall remain in full force and effect.

2. (a.) The City hereby grants to the Company, free of charge or expense to the Company, the exclusive use (except as hereinafter mentioned) for the period of ninety-nine years from the day of the date hereof the conduits and everything belonging to or connected therewith or necessary for the proper use and enjoyment thereof as a conduit for the purpose of the Company, already constructed by the City under the streets or portions of streets following, that is to say:—

Government Street, North Cormorant to Hillside;

Government Street, South Belleville to Michigan;

Blanchard Street, Cormorant to Hillside;

Hillside Avenue, Blanchard to Blackwood;

Johnson Street, Blanchard to Camosun;

Camosun Street, Yates to Pandora;

Yates Street, Camosun to Fort Street;

Fort Street, Pandora to Foul Bay Road.

And the City will, if required so to do by the Company, and supplied by the Company, and at the expense of the Company, with all necessary legal services in respect thereof, and paid all the expenses thereof (including compensation arbitrators', witnesses', and claimant's solicitors' taxable fees), with all reasonable dispatch provide for the Company the necessary rights-of-way or easements for providing service by means of underground conduits and poles in the interior of the blocks having connection with the conduits in said streets. Provided, however, that, notwithstanding anything herein contained, the City reserves the right to the use of one duct in said conduits in the streets in this paragraph mentioned for the purpose of carrying wires for fire alarm and police patrol purposes:

And further provided that the said conduits shall continue to be the property of the City, but the works installed therein by the Company and all apparatus or other things put therein by the Company shall always be the Company's property:

Provided further that, notwithstanding such reservations, the Company shall have the sole control of the manholes and of the right of entry into the said conduits, and officials of the City shall only enter said conduits subject to the reasonable supervision and under the reasonable direction of the Company and with its assent, such assent not to be unreasonably withheld. The Company shall from time to time at its own expense during the said term maintain, repair, and renew the said conduits and keep the same in a good and sufficient state of repair, and clause 12 of the said Agreement of the ninth August, 1910, shall apply to any work of maintenance, repair, or renewal.

2. (b.) Provided that the Company shall have the right at any time to abandon (by notice in writing to the City) the whole or any one of the said conduits or any part of any one of the said conduits, and thereupon the liability on the part of the Company to maintain, repair, and renew the said conduits or conduit or any part of any conduit so abandoned shall thereupon cease and determine, and the conduits, conduit, or part of a conduit so abandoned shall then revert to the City. Non-use, unless accompanied by notice in writing of abandonment as above mentioned, shall not constitute abandonment.

2. (c.) The word "conduit" used in this clause hereof shall not include conduits already laid by the City for electric-light wires.

3. The City will upon the execution of this Agreement forthwith deliver to the Company debentures to the value of twenty-five thousand dollars issued under the Underground Telephone By-law, 1910, which said debentures have



been earned by the Company under section 7 of the said Agreement as the City hereby admits. The Company will complete within a reasonable time the balance of the work to be done under section 2 of the said Agreement, and thereupon and upon the completion thereof and delivery to the City of the certificate provided for by clause 7 of the said Agreement, the City shall deliver to the Company twenty-five thousand dollars' worth of debentures, being the balance deliverable by the City to the Company for the construction work pursuant to section 7 of the said Agreement.

4. The Agreement between the parties hereto dated the first day of June, 1910, respecting construction of conduit on Douglas Street (between Humboldt and Fisguard Streets) is hereby cancelled and each party shall be released from all liability thereunder; save and except that the Company hereby agrees to pay to the City two thousand three hundred and twenty-one dollars and fifty cents (\$2,321.50), being one-half of the cost of construction of said conduit expended by the City. The conduit and all accessory works for the placing therein of telephone-wires on Douglas Street between Humboldt Street and Fisguard Street referred to in said Agreement of the first June, 1910, shall be dealt with as if the same had been included within the area set out in clause 2 of the said Agreement of the ninth of August, 1910, and had been constructed pursuant to the last-mentioned Agreement, so that the Company shall have the same rights in the said conduit and accessory works as are given by the said Agreement of the ninth August, 1910, to works constructed within the area set out in said clause 2. And the said conduit and accessory works on Douglas Street between Humboldt and Fisguard Streets shall be conveyed to the Company pursuant to section 10 of the said Agreement of the ninth August, 1910, without any further payment, when and so soon as the Company receives the grant, conveyance, or transfer set out in clause 10 of the said Agreement of the ninth August, 1910.

5. The Company will upon the execution of this Agreement forthwith pay to the City in debentures issued and delivered to the Company under said Underground Telephone By-law, 1910, an amount sufficient to meet all sinking fund requirements, both for principal and interest, in respect of all of said debentures delivered to the Company as on the twenty-first of January, 1915, and thereafter shall and will comply with the provisions of section 9 of said Agreement. And the City agrees to accept debentures of the said issue at par value as payment required under said section 9 in respect of sinking fund; provided, however, an amount sufficient to meet the interest requirements for sinking fund to date of any such payment be included, and also to accept accrued interest coupons on the dates they become due as the payment required by section 9 in respect of interest. The City will retain any such debentures so used in payment as aforesaid, and return them after removing interest coupons due to date to the Company at any time on receipt of the par value thereof, if the Company requires same before maturity in order to pledge or make a sale of the complete issue thereof.

6. This Agreement shall come into force and effect on the day of the date hereof. And it is further agreed that the parties hereto will join in an application to the Legislative Assembly of British Columbia at its next session for an Act validating and confirming the said Agreement of the ninth day of August, 1910, as modified by this Agreement, and also validating and confirming this Agreement and the said Underground Telephone By-law, 1910, each party paying half the cost of obtaining such Act.

7. The City further agrees with the Company that it will not at any time hereafter raise any question as to the validity of the said Underground Telephone By-law, 1910, or the debentures issued or to be issued under the said by-law, or as to the powers of the Company to enter into this Agreement or

into the Agreement of the ninth day of August, 1910, which said powers the City hereby admits.

8. Except as varied in this Agreement, the said Agreement of the ninth day of August, 1910, is hereby confirmed.

9. This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors and assigns.

In witness whereof the parties hereto have hereunto caused their corporate seals to be affixed the day and year first above written.

<p>The corporate seal of the City of Victoria was hereunto affixed in the presence of— W. J. DOWLER, C.M.C.</p>	}	<p>[Seal of the Corporation of the City of Victoria.] A. STEWART, Mayor.</p>
<p>The corporate seal of British Columbia Telephone Company, Limited, was here- unto affixed in the presence of— GEO. H. HALSE, Secretary-Treasurer.</p>	}	<p>[Seal of the British Columbia Telephone Company, Limited.] W. FARRELL, President.</p>

#### SCHEDULE C.

No. 1298.

A By-law authorizing the Entering upon certain Lands within the City of Victoria for the Purpose of constructing an Underground Conduit Telephone System under Powers conferred by Section 53, Subsection (28), of the "Municipal Act."

Whereas the Corporation of the City of Victoria has entered into an Agreement bearing date the ninth day of August, A.D. 1910, with the British Columbia Telephone Company, Limited:

And whereas the said Agreement has been ratified under the provisions of the Underground Telephone By-law, 1910:

And whereas the said Company has agreed under the terms of the said Agreement to construct and establish an underground conduit system for the carrying of cables and wires for the use and purposes of the Company's business within the area in the said City of Victoria bounded by the following streets of the City of Victoria, viz.: Wharf, Humboldt, Douglas, Burdette, Blanchard, Cormorant, Store, and Johnson Streets, as shown on the plan annexed to the said Agreement, and also on Fort Street from Douglas Street to Cook Street and Yates Street from Douglas Street to Quadra Street, as on reference to said Agreement will more fully appear:

And whereas it is desirable that the said Corporation of the City of Victoria do carry out the terms of said Agreement required to be performed by it thereunder:

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

1. That the said Corporation do, so far as is necessary for the purpose of constructing and establishing an underground conduit system within said area as provided by said Agreement by its agents, the British Columbia Telephone Company, Limited, hereby duly authorized in that behalf, enter upon all lands within the said area, and dig the ground and construct tunnels and underground conduits and carry wires, cables, and necessary fixings and apparatus therein, and place poles upon the said lands, and attach thereto wires and other telephone apparatus, and affix the same to buildings and other improvements

upon the said lands, and carry such wires over and across the said lands and improvements, and operate, maintain, alter, and replace the same, and for the purpose of construction, reconstruction, operation, alteration, and maintenance and repair from time to time enter upon the said lands.

2. This by-law may for all purposes be cited as the "Underground Telephone Entry By-law, 1912."

Passed the Municipal Council the second day of July, 1912.

Reconsidered, adopted, and finally passed the Council this eighth day of July, 1912.

[L.S.]

J. L. BECKWITH,  
*Mayor.*

E. W. BRADLEY,  
*Acting C.M.C.*

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VICTORIA, B.C.

Printed by WILLIAM H. CULLEN, Printer to the King's Most Excellent Majesty.  
1916