

C H A P . 8 5

An act to amend the charter of the *Saraguay Electric and Water Company* and for other purposes.

[Assented to 14th March, 1911]

Preamble.

WHEREAS, the *Saraguay Electric and Water Company* has, by its petition, represented that it is in its interest that its charter, the act 8 Edward VII, chapter 114, as amended by the act 9 Edward VII, chapter 110, be amended, and whereas it is expedient to grant its prayer;

Therefore, His Majesty, with the advice and consent of the Legislative Council and of the Legislative Assembly of Quebec, enacts as follows :

8 Ed. VII., c. 114, ss. 12a, 12b, added. **1.** The following sections are added after section 12 of the act 8 Edward VII, chapter 114 :

R.S.Q., 5977, replaced for company. **“ 12a.** Article 5977 of the Revised Statutes, 1909, is replaced for the company by the following :

By-laws for preferred stock. **“ 5977.** The directors may make by-laws for issuing any part of the capital stock as preferred stock giving the same such preference as to dividends and otherwise over ordinary stock and making the same subject to such conditions and disabilities as may be declared by the by-law.

Contents of by-law. The by-law may provide that the holders of such shares shall have the right to elect a certain number of the board of directors and may give them any other control over the affairs of the company ; and may further provide that the said shares shall carry no voting powers or that the voting powers thereof may be exercised by holders of the common stock in such manner as the by-law may provide.

Sanctioning of by-law by shareholders, &c. No such by-law shall have any effect until it has been unanimously sanctioned in writing by the shareholders or has been sanctioned by the unanimous vote of all the shareholders present in person or by proxy at a special general meeting of the company called for the purpose of considering the same ; or has been sanctioned by three-fourths in value of the shareholders and approved by the Lieutenant-Governor in Council. The approval of the Lieutenant-Governor in Council shall not be given until after a notice of one month has been sent by registered letter to all the shareholders.

Rights of preference shareholders. Holders of such preferred shares shall be shareholders within the meaning of this section, and shall in all respects possess the rights and be subject to the liabilities of shareholders, saving the preference, rights and disabilities above mentioned given or imposed by any such by-law.

Nothing in this article contained, or done in pursuance thereof, shall affect the rights of creditors of the company. Saving clause.

Such preference stock may be made redeemable on such terms and conditions as the by-law may prescribe. Redemption of preferred stock.

Any such preferred stock may be issued in exchange for common stock of the company which common stock shall thereupon be cancelled. Exchange of common for preferred stock.

"12b. By-law No. 24 of the company (set out in the schedule hereto) is ratified and confirmed, and the said by-law may, at any time with the assent in writing of all the holders of said preference shares, be amended by a simple resolution of the directors substituting for the paragraph thereof dealing with the voting powers of said shares, a paragraph declaring that the said shares shall carry no voting power." Certain by-law ratified, &c.

2. Article 5969 of the Revised Statutes 1909, is amended for the company by adding to section 2 thereof after sub-section "q" the following :— Id., 5969, am. for company.

"r. The constitution of an executive committee of the board and the fixing of its functions and duties." Executive committee.

3. The following contracts and by-laws, set out in the schedules to this act, to wit :— Certain contracts ratified, &c.

1. Between the Saraguay Electric and Water Company and the parish of Pointe aux Trembles, passed before E. R. Decary, N. P., the 17th December, 1909;

2. Between the Saraguay Electric and Water Company and the village of Tétreaultville, passed before E. R. Decary, N. P., the 13th December 1909 ;

3. Between the Saraguay Electric and Water Company and the village of Sault au Récollet, passed before C. Paquet, N. P. the 3rd December 1910 ;

4. By-laws Nos. 8 and 9 of the town of Montreal East, passed on the 9th and 20th of December 1910 ;

Are, subject to the provisions of section 22 of the company's charter, hereby ratified and confirmed according to their several terms; and the franchises therein and thereby granted are hereby declared to be exclusive in the cases in which the municipal corporations have so declared them, notwithstanding any want of power in any such corporations.

4. This act shall not affect pending cases.

Pending cases.

5 This act shall come into force on the day of its sanction. Coming into force.

SCHEDULE A

Extract from the minutes of a special general meeting of the shareholders of the Saraguay Electric and Water Company held at the company's head office in the city of Montreal, P. Q., on Thursday, the 17th day of November 1910, at 3 o'clock in the afternoon, at which were present the following shareholders, in person or by proxy, representing 2797 shares of the subscribed stock of the company, and being the full amount of the said subscribed stock, every shareholder being present or represented by proxy, except 100 shares held by Hon. J. A. Ouimet and 100 shares held by Mr. G. M. Bosworth.

Shareholders present :

Messrs. H. LAPORTE,	100 Shares.
C. J. FLEET,	100 "
G. DE SERRES,	100 "
T. BIENVENU,	100 "
T. BASTIEN,	100 "
W. WAINWRIGHT,	100 "
A. RACINE,	100 "
E. CHAMPAGNE,	200 "
C. BRANDEIS,	50 "
E. HURTUBISE,	100 "

Shareholders represented by proxy.

By Messrs Champagne and Hurtubise, 1747 shares.

We concur

(Signed) J. ALD. OUMET.

By-law No. 24 providing for the issue of 2500 shares of preferred stock passed by the directors on the 17th day of November 1910 was read.

BY-LAW NO. 24

Twenty-five hundred (2500) shares of the par value of one hundred (100) dollars each of the capital stock of the company shall be issued as preferred stock. The said preference shares shall confer the right to a fixed cumulative preferential dividend at the rate of six per centum per annum, on the capital paid up thereon and in the event of a winding-up or other distribution of the company's assets shall rank both as regards capital and dividend in priority to the other shares, but shall not confer any further right to participate in profits or surplus assets.

Said stock may be redeemed by the company at any divi-

dend payment date upon payment to the registered owner at the company's office of one hundred (\$100) dollars, per share and accrued interest at the rate of six per centum per annum from the date of the last dividend payment.

The holder of any share or shares of the said stock shall have the right to require the company to redeem the same at par and accrued interest as aforesaid, on or at any time after the seventeenth day of November 1920.

The voting power of the preference shares shall be vested in a trustee, who shall vote the same as he may be directed by the holders of the common stock and in proportion to their holdings.

The board of directors is authorized to make and enforce such rules and regulations as it may deem advisable to give effect to the control of the voting power of the said preference shares as aforesaid.

The directors may issue said shares to a trustee to be held by him until legislation be obtained giving effect to this by-law, and to be thereupon by said trustee from time to time issued in exchange for common stock of the company share per share, which common stock shall thereupon be cancelled.

Moved by Mr. A. Racine,

Seconded by Mr. T. Bastien,

That the said by-law be approved and sanctioned and the directors be authorized to take such steps as they, in their discretion may think necessary to obtain such legislation at the next session of the Quebec Legislature, as may be required for the purpose of giving effect to the said by-law.

On being put to the vote the said motion was carried unanimously, all present voting for the full number of their shares.

Certified true copy.

EDMOND HURTUBISE,
Secretary-treasurer.

SCHEDULE B

In the year nineteen hundred and nine, on the seventeenth day of September.

BEFORE

MR. ERNEST R. DÉCARY, the undersigned notary, duly admitted for the Province of Quebec, residing and practising in the city and district of Montreal,

CAME AND APPEARED

THE SARAGUAY ELECTRIC & WATER COMPANY, a corporation having its principal place of business in the city of Montreal, herein acting and represented by Evariste Champagne, of Montreal, manager, hereunto duly and specially authorized by resolution of the Board of Directors of the said company, passed at its meeting held on the 24th August last, (1909), and copy whereof is hereunto annexed.

Of the one part

AND

THE MUNICIPALITY OF THE PARISH OF LA POINTE AUX TREMBLES, a corporation having its principal place of business in the said parish, herein acting and represented by Mr. Jacques Léonard, mayor of the said parish, hereunto duly authorized by a by-law of the said municipality bearing number 29 and adopted on the 2nd August last (1909), a copy whereof is annexed to these presents.

Of the other part

Which parties have covenanted as follows :

1. The said company undertakes to put up at its own expense, electric machinery, dynamos, etc., and all the necessary plant for supplying the municipality of the parish of La Pointe aux Trembles and its inhabitants with all the light and motive power it may deem advisable to take.

2. Everything connected with such system of lighting and electric power, such as wires, poles, electric lamps, reflectors, etc., as well as everything required for supplying light and motive power as aforesaid, shall be at the cost of the said company, its successors or assigns, and shall be kept in good order and condition and at its expense, without the said municipality of the parish of La Pointe aux Trembles having anything to pay for any reason whatsoever.

3. The said company shall install in the parish of La Pointe aux Trembles at such places as may be indicated by the council of the said municipality, the number of electric lamps of 16 or 32 candle power required by the council, upon its giving the company notice of eight days to put in such lamps.

And as such lamps become blackened by use after a certain time and will no longer give the same quantity of light, the company will be obliged to replace them from time to time whenever they become so blackened and the inspector of the municipality of La Pointe aux Trembles considers that they no longer give a proper light.

Each and every of such lamps shall be put at a height of twelve to fifteen feet and be provided with reflectors of the regulation reflector type, and shall be attached to the poles by iron rods of the required length, so that the lamp may be placed in such manner as to give the most light, according to the opinion of the engineer of the said municipality.

4. It is well understood that each and every of the lamps shall receive a minimum force of fifty volts, and if one or more of the said lamps shall become extinguished, and shall remain extinguished, through the breaking of wires or otherwise, for one or more nights a discount in proportion to the time they shall remain extinguished shall be allowed to the municipality.

5. It is well understood that if the said contracting company does not give a good light, and does not carry out its contract in accordance with its tenor, and if the municipality have reason to complain of the said company for any cause whatsoever, the said municipality of the parish of La Pointe aux Trembles shall have the right to put an end to the contract, by giving a written notice of three months in advance to the said company.

6. It is well understood that the said company shall replace the poles whenever the same be necessary, as well as any plant and material necessary for the operation of the electric light.

7. The light shall be supplied for lighting the streets and private houses by the said electric light company during the whole period of darkness of the day, from sunset to sunrise, even during the winter period, during which the light shall be supplied not later than four o'clock in the afternoon.

8. The tariff to be charged by the company shall not be higher than the following, to wit :

TARIFF OF ELECTRIC LIGHT FOR STREETS.

Sixteen candle-power light, per annum	\$10.00
Thirty-two candle-power light, per annum	20.00

The maintenance to be at the charge of the company from sunset to sunrise.

If during the present contract, the municipality should desire to have arc lamps of twelve hundred candle power, the company shall supply them at a maximum rate per annum of ninety dollars for every lamp, for the first ten lamps ; eighty dollars for the following ten lamps after such twenty ; seventy-five dollars for all lamps after thirty. The said municipality shall also have the right to substitute arc lights

for sixteen candle power and thirty-two candle-power lights, by giving written notice of eight days, and at the cost of the company.

LIGHTS FOR PRIVATE HOUSES.

Sixteen candle-power lamps, three quarter cents per ampere hour at fifty volts, or fifty Watt hours, besides twenty-five cents per month for the meter, with the option of purchase of the meter.

A discount of ten per cent upon every month's account on one year's contract.

A discount of twenty-five per cent. upon every month's account for a three year's contract, the current to be carried to the entrance upon the property.

MOTIVE POWER.

The company undertakes to furnish motive power to citizens and to industries of the municipalities by a meter rate of ten cents per Kilowatt hour, with a maximum charge of thirty dollars per horse power, per annum, up to twenty horse power, and twelve dollars per annum for every additional horse power according to the capacity of the motor, provided the power required be at least seventy-five horse power.

9. The company shall have the right to supply light with its installation to the municipality and ratepayers of municipalities adjoining the municipality of the parish of La Pointe aux Trembles and may put its wires on the poles it may use for lighting the said municipality in order to transmit the light to another municipality.

10. It is well understood that the said municipality shall incur no further obligations towards the company than those above mentioned of paying it a sum of ten dollars per sixteen candle-power lamp and of twenty dollars per thirty-two candle-power lamp per annum while it supplies light.

11. The municipality hereby grants the company exemption from taxation upon poles, buildings and the whole plant which it may hold within the limits thereof in virtue of the present contract, and throughout the duration of the present contract.

12. This contract is made for eight years from this date and shall be continued in such manner as to expire on the 17th September 1917 and an exclusive privilege for such light and motive power is granted to the said company for such period, but it is understood that such privilege is granted by the municipality of the parish of La Pointe aux Trembles only in so far as it is in its power to do so, and the said municipi-

pality does not guarantee the right, existence or validity of such privilege ; all the municipality binds itself to is to not grant the privilege to any other companies, while the privilege hereby granted lasts, and to not light its streets and buildings by electric light itself, but to take exclusively from the said company all the electric light and motive power it may need, at the rates and conditions set forth in the present by-law. And the said municipality grants the said company the privilege contained in article 639 of the Municipal Code, as regards work to be done to supply light to the inhabitants of the said municipality, always without warranty, but merely so far as it may have the right so to do.

13. The company shall within a delay of six months put up its transmission lines throughout the length of Notre Dame street and if it neglects to put the electric light system in operation in a thorough manner within such delay of six months, this contract shall be null and void. The company shall also establish transmission lines in all the other streets of the municipality, provided it is guaranteed an income of at least 7 per cent. of the expense to be incurred.

14. The municipality of the parish of La Pointe aux Trembles shall incur no responsibility with regard to the work to be done by the said company for the installation of its electric plant within the limits of the municipality. The company undertakes to take all precautionary measures for the insolation of its electric wires, etc., etc., and all expenses, damages or compensation resulting from accidents shall be paid by the said company, the intention of the parties being that the municipality of the parish of La Pointe aux Trembles shall be held harmless by the said company from all responsibilities whatsoever.

15. The privileges and obligations of the company set forth in the present contract shall apply to its successors and representatives if need be.

Whereof acte.

Done and passed in the city of Montreal under the number 7385 and the parties have signed and in the presence of the undersigned notary, these presents duly read.

(Signed) E. CHAMPAGNE,
JACQUES LEONARD, Mayor,
E. R. DECARY, Notary.

True copy of these presents remaining in my office.

E. R. DECARY, Notary.

SCHEDULE C

In the year 1909, on the 13th day of December.

BEFORE :

MR. ERNEST R. DECARY the undersigned notary, duly admitted for the Province of Quebec, residing and practising in the city and district of Montreal.

CAME AND APPEARED :

THE SARAGUAY ELECTRIC & WATER COMPANY, a corporation having its principal place of business in the city of Montreal, herein acting and represented by Evariste Champagne, of Montreal, manager, hereunto duly and specially authorized, by resolution of the board of directors of the said company, passed at its meeting held on the 23rd November last, (1909), and copy whereof is hereunto annexed.

Of the one part :

AND

THE MUNICIPALITY OF THE VILLAGE OF TETRAULTVILLE, de Montreal, herein acting by Mr. PIERRE LÉGARÉ, mayor and Mr. EPHREM BENOIT, secretary-treasurer of the said corporation specially authorized by and in virtue of a by-law passed by the council of the said corporation on the 13th October last (1909), and known as by-law No. 11 of the by-laws of the said council.

Of the other part :

Which parties have covenanted as follows, to wit :

1. The said company undertakes to operate at its own expense electric machinery, dynamos, etc., and all the necessary plant for supplying the municipality of the village of Tetraultville and its inhabitants with all the light and motive power it may deem advisable to take.

2. Everything connected with the installation of such system of lighting and electric power, such as wires, poles, electric lamps, reflectors, etc., as well as everything required for supplying light and motive power as aforesaid, shall be at the cost of the said company, its successors or assigns, and shall be kept in good order and condition, and at its expense, without the said municipality of the village of Tetraultville of Montreal having anything to pay for any reason whatsoever.

3. The said company shall instal in the municipality of the village of Tétraultville at such places as may be indicated by the council of the said municipality, the number of electric lamps of 16 or 32 candle power required by the council, upon its giving the company notice of eight days to put in such lamps.

And as such lamps become blackened by use after a certain time and no longer give the same quantity of light, the company will be obliged to replace them from time to time whenever they become so blackened and the inspector of the municipality of the village of Tétraultville, of Montreal, considers that they no longer give a proper light.

Each and every of such lamps shall be put at a height of twelve to fifteen feet and be provided with reflectors of the regulation reflector type, and shall be attached to the poles by iron rods of the required length, so that the lamp may be placed in such manner as to give the most light, according to the opinion of the engineer of the municipality.

4. It is well understood that each and every of the lamps shall receive a minimum force of fifty volts, and if one or more of the said lamps shall become extinguished, and shall remain extinguished, through the breaking of wires or otherwise, for one or more nights, a discount in proportion to the time they shall remain extinguished shall be allowed to the municipality.

5. It is well understood that if the said contracting company does not give a good light, and does not carry out its contract in accordance with its tenor, and if the municipality has reason to complain of the said company for any cause whatsoever, the said municipality of the village of Tétraultville de Montreal shall have the right to put an end to the contract, by giving a written notice of three months to the said company.

6. It is well understood that the company shall replace the poles whenever the same may be necessary, as well as any plant and material necessary for the operation of the electric light.

7. The company shall not have the right to put its wires on the roofs of houses by means of supports nor on the trees of the municipality, without the owners' permission.

8. The light shall be supplied for lighting the streets and private houses by the said electric light company during the whole period of darkness, from sunset to sunrise, this comprising the whole period of darkness of the day, even during the winter period, during which the light shall be supplied not later than four o'clock in the afternoon

9. The tariff to be charged by the company shall not be higher than the following, to wit :

TARIFF OF ELECTRIC LIGHT FOR STREETS

Sixteen candle-power light, per annum. . . \$10 00

Thirty two candle-power light per annum. 20 00

The maintenance to be at the charge of the company from sunset to sunrise.

If during the present contract, the municipality should desire to have arc lamps of twelve hundred candle power, the company shall supply them at a maximum rate per annum of ninety dollars for every lamp, for the first ten lamps; eighty-five dollars for the following ten lamps; eighty dollars for the following ten lamps after such twenty, seventy five dollars for all lamps after thirty. The municipality shall also have the right to substitute arc lights for sixteen candle-power and thirty two candle power lights, by giving written notice of eight days, and at the cost of the company.

LIGHTS FOR PRIVATE HOUSES

Sixteen candle power lamps, three quarter cents per ampere hour at fifty volts, or fifty Watt hours, besides twenty-five cents per month for the meter, with the option of purchase of the meter.

A discount of ten per cent upon every month's account on one year's contract.

A discount of twenty five per cent upon every month's account for a three years contract, the current to be carried to the entrance upon the property.

MOTIVE POWER

The company undertakes to furnish motive power to citizens and to industries of the municipality at a meter rate of (10 %) per Kilowatt hour, with a minimum charge of thirty dollars per horse power, per annum, up to twenty horse power, and twelve dollars per annum for every additional horse power according to the capacity of the motor, provided the power required be at least seventy-five horse power.

10. The company shall also have the right to supply light with its installation to the municipalities and rate-payers of municipalities adjoining the village of Tetraultville, de Montréal, and may put its wires on the poles it may use for lighting the said municipality in order to transmit the light to another municipality.

11. It is well understood that the said municipality shall incur no further obligations towards the company than those above mentioned, of paying it a sum of ten dollars per sixteen

candle power lamp and of twenty dollars per thirty-two candle power lamp per annum while it supplies light.

12. The municipality hereby grants the company exemption from taxation upon poles, buildings and the whole plant which it may own within the limits thereof in virtue and for the execution of the present contract throughout the duration of the present contract.

13. This contract is made for five years from the 31st December, 1909, and shall be continued in such manner as to expire on the 31st December 1914, and an exclusive privilege for such light and motive power is granted to the said company for such period, but it is understood that such privilege is granted by the municipality of the village of Tétraultville de Montreal, only in so far as it is in its power to do so, and the said municipality does not guarantee the right, existence or validity of such privilege ; all the municipality binds itself to is to not grant the privilege to any other companies, while the privilege hereby granted lasts, and to not light its streets and buildings by electric light itself, but to take exclusively from the said company all the electric light and motive power it may need, at the rates and conditions set forth in the present by-law. And the said municipality grants the said company the privilege contained in article 639 of the Municipal Code, as regards work to be done to supply light to the inhabitants of the said municipality, always without warranty, but merely in so far as it may have the right so to do.

14. The privileges and obligations of the company set forth in the present contract shall apply to its successors and representatives if need be.

The company shall within a delay of six months from the date of these presents put up its transmission lines in all the streets belonging to the municipality, and if it neglects to put the electric light system in operation in a thorough manner within such delay of six months, this contract shall be null and void. The company shall also establish transmission lines in any other street the municipality may acquire.

The corporation undertakes to have the company put up one lamp at every second pole when it chooses a sixteen candle power lamp and at every third pole when it chooses a thirty-two candle power lamp, or otherwise at the discretion of the corporation, provided an equivalent number of lamps be put up.

15. The municipality of the village of Tétraultville de Montréal shall incur no responsibility with regard to the work to be done by the said company for the installation of its electric plant within the limits of the municipality, the company undertaking to take all precautionary measures for the insulation of electric wires, etc., etc., and all expenses, damages or

compensation resulting from accidents shall be paid by the said company, the intention of the parties being that the municipality of the village of Tétraultville, de Montréal, shall be held harmless by the said company from all responsibilities whatsoever.

16. If the company neglects to put the system of electric light in operation in a thorough manner within the delay of six months above stipulated, the company shall further pay to the municipality the sum of five hundred dollars damages.

17. When the company shall have connected its wires with the power works which it has at Cartierville, it shall be obliged to supply the current night and day for the purposes of the present contract, the company declaring its intention to effect such connection as soon as possible.

18. It is agreed that the functions attributed to the inspector of the municipality and of the engineer thereof in this contract may be fulfilled by the mayor or any other person chosen by the council to that end.

In the case of a contestation before the courts of the rights of the municipality as above granted, the company undertakes to take the part of the municipality, and pay the costs of the defence in the name and on behalf of the municipality which shall be held harmless from all costs.

The costs of these presents and a copy for the municipality shall be paid by the company.

WHEREOF ACT : Done and passed in the city of Montrea under the number 7798 and the parties have signed with and in the presence of the undersigned notary, these presents duly read.

(Signed) PIERRE LÉGARÉ, *mayor*.

“ EPHREM BENOIT, *sec.-treas.*

“ E. CHAMPAGNE,

“ E. R. DÉCARY, *notary*.

True copy of these presents remaining in my office.

E. R. DÉCARY, *Notary*.

SCHEDULE D

In the year 1910, the 3rd of December.

BEFORE

MR. CAMILLE PAQUET, the undersigned notary public, for the Province of Quebec, Canada, residing and practising in the city of Montreal,

CAME AND APPEARED

THE CORPORATION OF THE VILLAGE OF SAULT-AU-RECOLLET, a body politic and corporate, having its principal place of business in the Village of Sault-au-Recollet, herein acting and represented by MESSRS ALBERT PIERRE FRIGON, mayor of the said corporation, and JOSEPH ISIDORE NADON, secretary-treasurer of the said corporation, hereunto duly authorized by by-law of the said corporation, dated the 21st day of July 1910, copy whereof is annexed to the original of these presents, for reference if necessary, hereinafter called the corporation,

of the one part ;

AND

THE SARAGUAY ELECTRIC AND WATER COMPANY, a body politic and corporate, having its principal place of business at Montreal, herein acting and represented by Mr. CHAMPAGNE, its manager, hereunto duly authorized, by resolution of the said company dated the 20th of July last, copy whereof is annexed to the original of these presents for reference if necessary, hereinafter called the company,

of the other part.

Which parties have covenanted as follows, to wit :

1. The present contract relates to the lighting of the streets, lanes and houses of the said corporation.
2. Electric lights shall be supplied for private houses by the said company throughout the day, and in the streets from sunset to sunrise, comprising the whole period of darkness of the day, even during the winter period, during which time they shall be furnished before four o'clock in the afternoon.
3. The company shall install the additional lamps required by the council of the said corporation, within a delay of eight

days from the receipt of a notice ordering it to put up such additional lamps.

4. The company shall erect poles at the places indicated by the council of the said corporation, within the limits of the municipality, even in the lanes, and provide them with the necessary transmission wires and lamps, without any extra charge upon the said corporation.

5. The company shall, when necessary, replace poles or other materials required for the operation of the electric light.

6. The company shall, at its own expense, after the eight day's notice, change the position of any pole which may hereafter inconvenience either the corporation or its ratepayers, upon a written request by the council of the said corporation to that effect.

7. Everything concerning the installation both at Cartierville and along the line and in the municipality of the village of Sault-au-Recollet, of such system of electric lighting, such as wires, poles, lamps, reflectors, etc., in a word, everything that may be necessary for supplying light as aforesaid, shall be at the expense of the said company, its successors or assigns and shall be kept in good order and condition, at its expense, without the said corporation having anything to pay therefor.

8. The said company shall keep in good working order everything connected with its lighting system, replace when necessary all the material needed in the working of the electric light, such as poles, wires, meters, electric lamps broken, burned or darkened by use, whenever called upon in writing to do so by the inspector of the corporation, within twenty-four hours, and without charge.

9. The corporation shall incur no responsibility in consequence of the work done by the said company for the installation of its electric plant within the limits of the municipality, and all disbursements, damages or indemnities resulting from accidents or from the works shall be paid by the said company, the intention of the parties being that the corporation shall be held harmless by the said company of all responsibilities whatsoever and in any manner.

10. As the lamps become black by use, and no longer give the same light the said company shall be obliged to renew them from time to time without expense, whenever they become black or the inspector of the corporation of the village of Sault au Récollet considers that they no longer give proper light.

Each and every of such lamps shall be placed at a height of from twelve to fifteen feet, and be provided with reflectors called "Regulation Reflector Type", and shall be attached

to the poles with iron rods of the required length, so that the lamps shall be placed at the proper distance for giving the best light in the streets of the municipality, in the opinion of the engineer of the said corporation.

Each of such lamps shall receive a current of 104 volts.

11. If the corporation during the present contract wishes to have twelve hundred candle power arc lamps, the said company shall supply the same at the following prices : ninety dollars per lamp, for ten lamps ; eighty-five dollars per lamp for twenty lamps ; eighty dollars per lamp, for thirty lamps, seventy five dollars per lamp for all lamps over thirty.

The said corporation shall also have the right to substitute arc lamps for sixteen and thirty-two candle power lamps, upon giving a written notice of eight days, and the whole at the expense of the company.

The company shall not charge a higher tariff than the following, to wit :

TARIFF FOR ELECTRIC LIGHT

Street lighting

Sixteen candle-power, per annum, ten dollars, sixteen candle-power, per six months, five dollars, thirty-two candle-power per annum, twenty dollars, thirty-two candle-power, per six months, ten dollars, for every kilowatt hour for private houses, fifteen cents, with a discount of thirty-three and a third per cent, and in addition, twenty-five cents per month for rent of meter.

12. The said corporation shall have no other obligations towards the company than those above mentioned : to pay it a sum of ten dollars per lamp or five dollars per lamp of sixteen candle-power, and of twenty dollars per lamp or ten dollars per lamp of thirty-two candle-power.

13. The company, however, undertakes to supply electric power to citizens or inhabitants, manufacturers, in the said municipality, at meter rates, for the price of seven cents per Kilowatt hour, with a minimum charge of thirty dollars per annum per horse-power, up to twenty horse-power, and twelve dollars per annum for every additional horse-power beyond the first twenty horse-power.

The motive power shall be established according to the capacity of the motor.

14. If one or more of the said lamps become extinguished and remain so extinguished, through the breaking of wires or otherwise for one or more nights, a reduction shall be allowed the corporation in proportion to the time they so remain extinguished.

15. The company is obliged to instal lights for the half yearly price above mentioned, to serve for a period of six months per annum; this clause is for the lighting of the places where there are summer residences.

16. It is well understood that the company or its assigns shall furnish free of charge to the corporation of the municipality of the village of Sault-au-Recollet all the electric current required for thawing out the hydrants of the waterworks, on the following conditions :—The corporation shall give at least three hours notice to the company, except in the case of fire. All the machinery required for thawing out shall be supplied and kept in good order by the corporation, such machinery to be accepted by the engineer.

17. Should the corporation decide at any time during this contract to work its engines for pumping the necessary water for its waterworks, or for any other cause, the company shall be obliged to supply the necessary power for such purpose, at the rate of seven cents per Kilowatt hour.

18. If the contracting company does not give good light, and does not carry out its contract according to its tenor, and the corporation has reason to complain of the said company for any cause whatsoever, the said corporation shall have the right to put an end to this contract by giving three months written notice to the said company.

19. The power required for pumping the water of the waterworks of the corporation, shall be taken during the period between midnight and noon, and the current shall be measured by a three phase meter 60 cycle. The power factor of the motor must not be less than eighty five per cent at full load.

20. All sums due the company for private lighting or for corporation lighting, shall be paid at the office of the company during the usual office hours, and if, within fifteen days after the receipt of the company's account the consumer neglects to pay what he owes, he shall forfeit all right to discount.

21. The company further undertakes throughout the duration of the contract to supply free of charge, light for the meeting room of the council, as well as two lights to be placed in front of the residence of the mayor of the municipality. Such lamps to be installed at the expense of the corporation.

22. Testing the current and the measurement of the quantity of volts supplied to the lamps, as well as the candle-power of such lamps and the examination of the operations and the accessories employed shall be facilitated for the corporation's engineer, or any other trustworthy person authorized by the said engineer.

The engineer or his representative shall at all times have access to the lamps, conduits, apparatus, machines and installation, both in the municipality and in any of the company's stations.

23. The corporation shall have the right to put up boxes for the fire alarm system on the poles of the company, without charge, during the existence of the contract with the corporation.

24. On request the company shall provide incandescent sixteen candle-power lamps of unpolished glass of its usual model, required for the replacing of burned out lamps, but all other lamps or all lamps broken through any outside cause, shall be supplied solely at the cost of the consumer.

25. Sixteen or thirty-two candle-power lamps used for lighting the streets when burned out shall be replaced by the company without any charge upon the corporation.

26. Notwithstanding the prices above stipulated, it is understood that the corporation and private individuals shall not be called upon at any time, even under the existing contracts to pay more than the rates paid by the city of Montreal, both for lighting the streets and for inside lighting.

The company may however appeal to the Public Utilities Commission if the rates charged in the city of Montreal are considered too low by the company.

27. The company shall send its accounts at least every three months, at a specified date, but cannot, however, exact payment from the corporation for lighting the streets until two years have expired from the date of putting into operation of the lighting system.

28. All expenses occasioned by the present by-law as well as the cost of municipal lighting shall be paid out of public moneys levied, by means of direct taxation for the purpose, upon the taxable property of the municipality.

29. After each year dating from the signature of the present contract the corporation shall have the right to purchase from the company or its successors, the whole transmission system for electric lighting, such as wires, poles, electric lamps set up within the limits of the said municipality, by paying to the company the intrinsic value of the materials, such value to be decided by three arbitrators one appointed by the company, the other by the corporation and the third by the two arbitrators.

30. The corporation shall pay twenty per cent over the value determined by arbitration, and upon payment of the sum so determined the company shall transfer to the corpo-

ration the ownership and possession of everything above mentioned.

The arbitrators' award in question, shall be final.

The corporation shall grant the company the rights to put its wires on the poles to enable it to fulfil contracts it has or may have beyond the limits of the municipality, even in the event of the corporation purchasing the company's system.

31. The said corporation shall notify the said company in writing, at least three months before the expiration of the then current year of its intention of making such purchase, and it shall, at the same time give the name of its arbitrator.

The company shall within a delay of eight days of such notice, appoint its arbitrator and the two arbitrators so chosen shall appoint a third within an additional delay of eight days, and the three arbitrators shall make their report as soon as possible.

32. To carry out the present contract, the said company shall have a delay of one month from the date of the signing of the present contract, and should the company neglect to put its system of electric lighting into operation in a perfect manner within a delay of one month, such contract shall be null and void.

33. The privileges and obligations of the said company with respect to these presents shall apply to its successors and representatives.

34. The clauses of by-law No. 57, respecting electric light adopted by the council of the parish of Sault-au-Recollet not inconsistent with the present contract shall be binding upon the company as well as upon the said corporation although not inserted in these presents.

35. The present contract shall expire on the 2nd April, 1917,, and until then, the corporation shall take exclusively all the light and motive power from the company, reserving, however, the rights which the Montreal Park & Island Railway Company may have.

36. The present contract is made in accordance with the by-law No. 3 of the by-laws of the council of the village of Sault-au-Recollet.

37. The said company shall pay the costs of these presents and of a copy thereof for the said corporation.

WHEREOF ACTE :—Done and passed at Montreal aforesaid, on the day and in the month and year firstly mentioned, under the number six thousand eight hundred and ninety-seven of the minutes of the undersigned notary.

And the parties have signed with the said notary, these presents duly read.

(Signed) E. CHAMPAGNE, for the Saraguay
Electric & Water Co.

“ A. P. FRIGON, mayor

“ J. I. NADON, secretary-treasurer.

“ C. PAQUET, N. P.

True copy of the original remaining of record in my office.

(Signed) C. PAQUET, N. P.

SCHEDULE E

Province of Quebec, }
Town of Montreal East. }

BY-LAW NO. 8 :—

Respecting electric lighting and contract with “The Saraguay Electric and Water Co.”

Adopted on the 9th day of December, 1910.

At a special meeting of the council of the town of Montreal East held in the town hall, on the 9th day of the month of December, 1910, according to the formalities prescribed in and by the charter of the said town, at which meeting were present the majority of the members of the whole council, to wit :

His Worship the Mayor, Mr. Joseph Versailles and the following aldermen, Messrs Napoléon Sarrasin, Wilfrid Marchand, Cyrille Durocher and Jean Versailles, forming the quorum.

Whereas a written proposition has been made to this council by the Saraguay Electric and Water Company, and contains substantially the following provisions, to wit :

1. To instal the necessary electric system in the town of Montreal East to light the latter.

2. To put up the poles at the places indicated by the council within the limits of the town, to put the necessary lamps and transmission wires on them, without any charge thereof on the town.

3. To supply sixteen candle-power lamps at the rate of ten dollars per lamp, and thirty-two candle-power lamps at the rate of twenty dollars per lamp, provided the town under-

takes to assure it a minimum of one sixteen candle-power lamp at every second pole erected in the streets and lanes of the town, and grant it an exemption from taxation for ten years.

Whereas it is really in the interest of the town to make a contract for ten years with the said company, in order to carry out the above proposition, and others, as follows :—

Whereas it is in the interest of the town as well as of its ratepayers to grant the said company a ten years' privilege.

It is accordingly resolved and enacted by the said council as follows, to wit :

Section 1. The said company undertakes to operate at its own expense the electric machinery, dynamos, etc., and all other plant required for supplying the town of Montreal East, and such of its inhabitants as may apply for the same, with all the light and motive power they may wish to take.

Section 2. Everything connected with the installation of such system of electric light and power such as wires, poles, electric lamps, reflectors, etc., finally, everything that may be necessary for supplying the light and power as aforesaid, shall be at the expense of the said company, its successors or assigns, and shall be kept in good order and condition, at their cost and expense, without the said municipality of the town of Montreal East having anything to pay for any reason whatsoever.

Section 3. The said company shall instal in the town of Montreal East at such places as may be indicated by the town council and under the supervision of the town engineer or any other competent person specially appointed for that purpose, one sixteen candle-power lamp at every second pole in the streets and lanes of the town, and the town undertakes to pay for an equivalent number of lamps, even if it should neglect to have lamps put up on every second pole as required by the present by-law ; and if the town should desire to put up thirty-two candle-power lamps, in such case one thirty-two candle-power lamp shall count for two sixteen candle-power lamps. The company shall put up every additional number of electric lamps required by the council, provided an eight days' notice be given it to put up such additional lamps.

Paragraph A.—The poles used for the light as well as for transmission of light shall be of a length of thirty to thirty-five feet as the company may deem expedient, straight and barked.

Paragraph B.—Each and every of such lamps shall be placed at a minimum height of fifteen feet and be provided with reflectors called Regulation Reflector Types, and be attached to the poles by iron rods of the required length so

that the lamp will give the greatest possible light, and this, according to the opinion of the engineer of the town, or of any other competent person thereof specially appointed for that purpose.

Paragraph C.—All burned out lamps, shall, as hereinafter set forth, be replaced by the contracting company without delay, without any expense to the town, and as such lamps are broken or blackened by use after a certain time, and no longer give the same light, the said company shall be obliged to replace them from time to time whenever they are broken, burned out or blackened and the inspector of the town considers them no longer giving satisfaction, and not supplying proper light, and this without delay, after one clear day's notice, without any expense to the said town of Montreal East.

Section 4. Each and every of the lamps shall receive the necessary voltage, and if one or more of the said lamps become extinguished, and remain extinguished, owing to the breaking of the transmission wires, or pole, or any other cause whatsoever, for one or more nights, a discount shall be allowed to the said town of Montreal-East, in proportion to the period of time during which they shall remain so extinguished.

Paragraph A.—It is well understood and expressly stipulated that the contracting company shall, without delay replace poles and transmission wires whenever the same may be necessary, as well as all material and plant required for the operation of the electric light and motive power.

Paragraph B.—If the said contracting company, its representatives or assigns do not give good and proper light, and do not carry out its contract according to its tenor, and the town has reason to complain of the said company for any reason whatsoever, the said town hereby possesses the right to put an end to the contract with the said company by giving it three months' notice in writing.

Section 5. The lights shall be furnished for lighting the streets by the said electric light company during the whole period of darkness, from sun-set to sun-rise, comprising all the period of darkness in the day time, even during the winter season, during which the light shall be supplied not later than four o'clock in the afternoon.

For lighting houses and motive power, the company undertakes to supply the necessary electric current, both night and day.

MOTIVE POWER

Section 6. The said company undertakes to supply the town of Montreal East as well as any citizen or company

applying therefor, the current required for motive power on the following conditions :

METER RATES

Paragraph 1. Eight cents per Kilowatt hour, and one dollar per month for rent of meter. The consumer must guarantee a minimum of thirty dollars per annum per horse-power, from one to twenty horse power, and of eighteen dollars per annum for every additional horse-power beyond the first twenty horse-power, and he shall be bound to pay the said minimum even if he does not use the current represented by such minimum, calculated at eight cents per Kilowatt hour.

Paragraph 2. The motors shall be of a type accepted by the company.

PRIVATE LIGHTING

Section 7. The said company shall also supply the residents of the said town of Montreal East applying for the same, electricity for light on the conditions hereinafter set forth. The said company shall not charge a higher tariff than the following, to wit :

Paragraph 1. Sixteen candle-power lamps, three quarters of a cent per ampere hour of fifty volts, or fifty watts hours, besides twenty-five cents per month for rent of meter.

Paragraph 2. A discount of fifteen per cent on monthly accounts on yearly contracts.

Paragraph 3. A discount of twenty-five per cent on monthly accounts on a three years contract.

Paragraph 4. A discount of thirty three and a third per cent on monthly accounts on a five years' contract.

Paragraph 5. To be maintained at the charge of private individuals, the current to be taken by the company to a point thirty feet within the private property, counting from the street line; sixteen candle-power lamps broken, blackened or burned out, to be replaced at the expense of the company.

STREET LIGHTING

Section 8. The company shall not charge a higher tariff than the following to wit :

Paragraph 1. Sixteen candle-power lamp, per annum, \$10.00. Thirty-two candle-power lamp, per annum, \$20.00 or Tungsten lamps with an equivalent consumption of current, the town to supply the company with Tungsten lamps at its own expense.

Paragraph 2. If the town during the contract wishes to have arc lamps commonly called twelve hundred candle-power "Old Standard," the company shall supply them at a maximum price per annum of ninety dollars per lamp for the first ten lamps, eighty dollars for the next twenty lamps, seventy-five dollars for all lamps over thirty.

Paragraph 3. The said town also has the right to substitute arc lamps for sixteen and thirty-two candle-power lamps, by giving three months' notice in writing and at the expense of the said company.

Paragraph 4. The town shall maintain its arc lamps at its own cost, until the number amounts to at least fifteen, and when the number of arc lights shall be fifteen and over, the maintenance of the lamps shall be at the charge of the said company.

Section 9. The corporation of the town of Montreal East shall pay the said contracting company for lighting the said town, for the lamps above mentioned, a sum of ten dollars per lamp, or, if the said town chooses thirty-two candle-power lamps, the rate shall be twenty dollars per lamp of thirty-two candle power, payable quarterly. the first payment to begin three months after the company shall have commenced operating the said light, and shall have supplied the said light as agreed upon to the said town, and shall so continue until the 30th December, 1920.

And if the said town requires an additional number of lamps at any time during the present contract, they shall pay the said company a sum of ten dollars per lamp of sixteen candle-power, and twenty dollars per lamp of thirty-two candle-power.

Section 10. It is well understood and expressly stipulated that the said town of Montreal East has no other obligations with regard to the said company, its representatives or assigns than those above set forth, namely :

To pay it the sum of ten dollars per lamp of sixteen candle-power and twenty dollars per lamp of thirty-two candle-power.

Section 11. The said contracting company also has the right to supply lights with its installation at Cartierville, to the municipalities adjoining the town of Montreal East, and it may put its wires upon the poles it uses for lighting the town of Montreal East, and for transmitting light to any other municipality.

Section 12. The town of Montreal East hereby grants the said contracting company exemption from taxation on its poles, buildings, and the whole of its material and plant which it may possess within the limits thereof, under the present

contract, on the condition, however, that the company shall furnish free of charge for lighting the town hall, or any other place used as a town hall, twenty sixteen candle-power lamps, and supply the light during the continuation of the present contract.

Section 13. This by-law shall continue in such manner as to expire on the 30th December, 1920, and an exclusive privilege for such electric lighting and power is hereby granted to the said company, for such period, but it is well understood and expressly stipulated that such privilege is granted by the town only in so far as it is in its power so to do, and the said town of Montreal East does not guarantee the right, existence or validity of such privilege. All that the said town undertakes is to not grant, itself, any privilege to other similar companies during the existence of the privilege hereby granted, and not to light its streets and buildings itself, but to take from the said company exclusively, all the light and power it requires, at the rates and on the conditions mentioned in the present by-law.

Section 14. A contract shall be signed by the mayor and the said company, to carry out the present by-law, and as soon as the contract is signed the said company shall have a delay of two months for the carrying out of such contract, and if it should neglect to put a system of electric light in operation in a thorough manner, within the said delay of two months, such contract shall be null and void, and the said company shall pay as damages to the said town of Montreal-East, the sum of one thousand dollars.

Section 15. The said town shall incur no responsibility in consequence of the work to be done by the said company for the installation of its electric plant, within the limits of the town, the company agreeing to take all precautionary measures required for the insulation of its electric wires, etc., and all expenses, damages and indemnities resulting from accidents shall be paid by the said company ; the intention of the parties being that the said town shall be kept harmless from all responsibility whatsoever, towards anyone whomsoever, by the company.

Section 16. The privileges and obligations of the company mentioned in the present by-law shall apply to its successors, representatives and assigns if necessary.

Section 17. The mayor is hereby authorized to sign a contract with the said company for the purpose of carrying out such by-law, as soon as it shall come into force.

Section 18 All sums of money due to the company for private lighting or by the corporation shall be paid to the head office of the company, or to its duly authorized agent residing in the city of Montreal, within fifteen days after the demand thereof, and if the consumer neglects to pay what he owes

the company, within the said delay, he shall forfeit all right to the discount mentioned in paragraphs 2, 3 and 4 of section 7 of this by-law.

Section 19. This by-law shall come into force and have legal effect, fifteen days after its publication.

(Signed) JOSEPH VERSAILLES, Mayor,
“ J. EMERY CODERRE, secretary-treas.

True copy

JOSEPH VERSAILLES, Mayor,
J. EMERY CODERRE, secretary-treas.

SCHEDULE F

Province of Quebec, }
Town of Montreal East, }

BY-LAW No. 9

(Amending by-law No. 8 respecting electric light.)

Adopted on the twentieth day of December, 1910.

At a general meeting of the council of the town of Montreal East duly convened and held in the hall of the town council on Tuesday, twentieth of December instant, 1910, at half past eight in the afternoon, in the manner and in accordance with the formalities prescribed in and by the charter of the said town, at which were present :

His Worship the Mayor, Joseph Versailles in the chair.

And Aldermen, Messrs Wilfrid Marchand, Cyrille Durocher and Jean Versailles, forming a quorum :

Whereas it is important for this council to properly define certain clauses of By-law No. 8 passed by this council, respecting electric light and the contract which the said council may deem expedient to grant to the Saraguay Electric and Water Co., under said by-law No. 8.

It is ordered and enacted by the said council that the said by-law No. 8 be amended as follows :

Section 1. Paragraph “C” of section 3 of the said by-law No. 8 is amended by adding after the words “without any charge by the town” in the third line, the following words : “except for Tungsten lamps.”

Section 2. Paragraph 1 of section 8 is replaced by the following :

“Paragraph 1—Sixteen candle-power lamp, per annum \$10.00
 Thirty-two candle-power lamp, per annum 20.00

Or Tungsten lamps with a current equal to sixteen and thirty-two candle-power lamps at proportionate prices, but in no case to be less than ten dollars per annum per lamp ; the town shall supply the lamps to the company and such lamps shall be of the voltage required by the system of the company. The company shall install all lamps itself ; but in the event of its being obliged to replace the same lamp more than four times per annum, the town shall pay such additional costs of change to the company.

The company shall not be responsible for breakages of the Tungsten lamps for any cause whatsoever.”

Section 3. Section 12 of the said by-law No. 8 is amended by replacing in the latter portion thereof, after the words “by the said company of”, the following words “give a special rebate of twenty-five dollars per annum on the light account of the town hall, calculated according to the tariff provided by the present by-law”.

Section 4. This by-law shall come into force fifteen days after its publication.

(Signed) JOSEPH VERSAILLES, Mayor,

J. EMERY CODERRE, Secretary-treasurer.

True copy.

JOSEPH VERSAILLES, Mayor,
 J. EMERY CODERRE, Secretary-treas.

L. S.

CHAP. 86

An act to amend the act incorporating the Shawinigan Water and Power Company.

[Assented to 14th March, 1911]

Preamble.

WHEREAS, the Shawinigan Water and Power Company, has, by its petition, represented that it was incorporated by the act 61 Victoria, chapter 70, which has been amended by the act 62 Victoria, chapter 80, by the act 4 Edward VII, chapter 81, and by the act 7 Edward VII, chapter 104, and has prayed that the said acts be again amended in the manner hereinafter mentioned, and

Whereas it is expedient to grant the prayer of the said petition ;

Therefore, His Majesty, with the advice and consent of the